

### THE CITY OF WINNIPEG

## **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 81-2005** 

PROVINCE OF MANITOBA/CITY OF WINNIPEG 2005 RESIDENTIAL STREET RENEWALS, AND LOCAL IMPROVEMENTS: PART 1 – MABERLEY ROAD, POLSON AVENUE, SELKIRK AVENUE AND JORDAN STREET; PART 2 – EGESZ STREET; PART 3 – LUCAS AVENUE

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# PART B BIDDING PROCEDURES

#### **PART B - BIDDING PROCEDURES**

#### **B1.** PROJECT TITLE

B1.1 PROVINCE OF MANITOBA/CITY OF WINNIPEG 2005 RESIDENTIAL STREET RENEWALS, AND LOCAL IMPROVEMENTS: PART 1 – MABERLEY ROAD, POLSON AVENUE, SELKIRK AVENUE AND JORDAN STREET; PART 2 – EGESZ STREET; PART 3 – LUCAS AVENUE

#### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, June 14, 2005.
- B2.2 Bid Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 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 GC:3.1, 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 D3.1.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, 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 Bid Opportunity 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 Bid Opportunity 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.

#### B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available in Adobe Acrobat (.pdf) format at The City of Winnipeg, Corporate Finance, Materials Management internet site at http://www.winnipeg.ca/matmgt.

**Bidding Procedures** 

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- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division's Bid Opportunities internet website for addenda shortly before submitting his Bid.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

#### **B6.** SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
  - (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may at his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.3 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative shall base his 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 B15.

B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

#### **B7.** BID SUBMISSION

- B7.1 The Bid Submission consists of the following components:
  - (a) Form A: Bid;
  - (b) Form B: Prices, hard copy;
  - (c) Form G1: Bid Bond and Agreement to Bond, or Form G2: Irrevocable Standby Letter of Credit and Undertaking, or a certified cheque or draft;

B7.2 All components of the Bid Submission 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 in ink, to constitute a responsive Bid.

- B7.3 The Bid Submission shall be submitted enclosed and sealed in an envelope. The envelope shall be clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B7.3.4 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.3.5 A hard copy of Form B: PRICES must be submitted with the Bid Submission. If there is any discrepancy between the PDF version of the Form B: PRICES and the Excel version of the Form B: PRICES, the PDF version shall take precedence.
- B7.4 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.5 Bid Submissions shall be submitted to:

The City of Winnipeg Corporate Finance Department Materials Management Division 185 King Street, Main Floor Winnipeg MB R3B 1J1

#### B8. BID

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
  - (a) if the Bidder is a sole proprietor carrying on business in his own name, his 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 own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.6 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 12 of Form A: Bid shall be signed in accordance with the following requirements:
  - (a) if the Bidder is a sole proprietor carrying on business in his 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 and the corporate seal, if the corporation has one, shall be affixed;
  - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.7 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.
- B8.4.8 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.
- B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid Submission and the Contract, when awarded, shall be both joint and several.

#### B9. PRICES

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.9 For the convenience of Bidders, and pursuant to Clause B7.3.5 and B15.4.19, an electronic spreadsheet of Form B: PRICES (Excel format) is available with the Documents for this Bid Opportunity at the Materials Management Division's Bid Opportunities internet website at http://www.winnipeg.ca/matmgt.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B9.4 Form B: Prices is organized into Parts: Part 1 of the Work, Part 2 of the Work, and Part 3 of the Work. Bidders shall provide a total price for each Part and, on the summary sheet, a Total Bid Price consisting of the sum of prices for Part 1, Part 2, and Part 3.

#### **B10. QUALIFICATION**

- B10.1 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;
  - (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
  - (c) be financially capable of carrying out the terms of the Contract;

- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract:
- (e) have successfully carried out work, similar in nature, scope and value to the Work; and
- (f) employ only Subcontractors who:
  - (i) are responsible and not suspended, debarred or in default of any obligation 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 internet site at http://www.winnipeg.ca/matmgt); and
  - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);
- B10.2 Further to B10.1(g), the Bidder shall, within three (3) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
  - (a) a valid COR certification number under the Certificate of Recognition (COR) Program Option 1 administered by the Manitoba Heavy Construction Association's Safety, Health and Environment Program: or
  - (b) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association; or
  - (c) 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 internet site at http://www.winnipeg.ca/matmgt.)
- B10.3 The Bidder shall be prepared to 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.
- B10.4 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.

#### **B11.** BID SECURITY

- B11.1 The Bidder shall provide bid security in the form of:
  - (a) a 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 the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
  - (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, and undertaking 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 included in the Bid Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or

- (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.
- B11.1.10 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.
- B11.2 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 executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B11.2.11 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B11.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.
- B11.3 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 Bid Opportunity.
- B11.4 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.

#### B12. OPENING OF BIDS AND RELEASE OF INFORMATION

- B12.1 Bid Submissions will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Division, or in such other office as may be designated by the Manager of Materials.
- B12.1.12 Bidders or their representatives may attend.
- B12.1.13 Bid Submissions determined by the Manager of Materials, or his designate, to not include the bid security specified in B11 will not be read out.
- B12.2 After the public opening, the names of the Bidders and their Total Bid Prices as read out (unevaluated, and pending review and verification of conformance with requirements) will be available in Adobe Acrobat (pdf) format on the Closed Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at http://www.winnipeg.ca/matmgt.
- B12.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at http://www.winnipeg.ca/matmgt.
- B12.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, or by other authorities having jurisdiction.

#### **B13.** IRREVOCABLE BID

- B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.
- B13.2 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 executed and the performance security 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.

#### **B14. WITHDRAWAL OF BIDS**

- B14.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B14.1.14 Notwithstanding GC:23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B14.1.15 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B14.1.16 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:
  - (a) retain the Bid Submission until after the Submission Deadline has elapsed;
  - (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B14.1.16(b), declare the Bid withdrawn.
- B14.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B13.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Award Authority considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

#### **B15. EVALUATION OF BIDS**

- B15.1 Award of the Contract shall be based on the following bid evaluation criteria:
  - (a) compliance by the Bidder with the requirements of the Bid Opportunity;
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10;
  - (c) Total Bid Price:
  - (d) economic analysis of any approved alternative pursuant to B6.
- B15.2 Further to B15.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission 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 if the interests of the City so require.
- B15.2.17 Any bid with an apparent imbalance between the unit prices in Part 1 and Part 2 may be determined to be non-responsive and rejected by the Award Authority in its sole discretion, acting reasonably.
- B15.3 Further to B15.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.
- B15.4 Further to B15.1(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.
- B15.4.18 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B15.4.19 The electronic Form B: PRICES and the formulas imbedded in that spreadsheet are only provided for the convenience of Bidders. The City of Winnipeg makes no representations or warranties as to the correctness of the imbedded formulas. It is the Bidder's responsibility to ensure the extensions of the unit prices and the sum of total bid price performed as a function of the formulas within the electronic Form B: PRICES are correct.

#### **B16.** AWARD OF CONTRACT

- B16.1 The Award Authority will give notice of the award of the Contract by way of a letter of intent, or will give notice that no award will be made.
- B16.2 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 responsible and qualified, and the Bids are determined to be responsive.
- B16.2.20 Without limiting the generality of B16.2, 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.
- B16.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- B16.4 As noted in D2 and identified in Form B: Prices, the Work of Part 2 will be contingent upon the Province approving funding for the Work. If sufficient funding for Part 2 Work is not approved by the Province the City shall have the right to eliminate all or any portion of Part 2 Work in accordance with D2.

# PART C GENERAL CONDITIONS

### **PART C - GENERAL CONDITIONS**

#### C1. GENERAL CONDITIONS

- C1.1 The General Conditions for Construction Contracts (Revision 2000 11 09) are applicable to the Work of the Contract.
- C1.2 The *General Conditions for Construction Contracts* are available in Adobe Acrobat (.pdf) format on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at http://www.winnipeg.ca/matmgt.

# 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 three parts:
  - (a) Part 1 City Funded Work.
  - (b) Part 2 Provincially Funded Work.
  - (c) Part 3 Local Improvements Funded Work.

#### Part 1 - City Funded Work

- D2.2 Part 1 City Funded Work shall consist of:
  - (a) Major Rehabilitation of Existing Concrete Pavement
    - (i) Maberley Road from Jefferson Avenue to Mapleglen Drive.
    - (ii) Polson Avenue from McPhillips Street to Duke Street.
    - (iii) Selkirk Avenue from Keewatin Street to Buller Street.
  - (b) Pavement Reconstruction
    - (i) Jordan Avenue from Elgin Avenue to Lincoln Avenue.

#### Part 2 – Provincially Funded Work

- D2.3 Part 2 Provincially Funded Work shall consist of:
  - (a) Major Rehabilitation of Existing Concrete Pavement
    - (i) Egesz Street from Markwood Place to Alwood Crescent.

#### Part 3 - Local Improvements

- D2.4 Part 3 Local Improvement Work shall consist of:
  - (a) Pavement Reconstruction, Sidewalk Construction and Underground Utility Extension
    - (i) Lucas Avenue from Brookside Boulevard to 118 m west of Barnham Crescent.

- D2.5 Bidders are advised that the City currently has no approved funding in the Capital Budget for Part 2 of the Work, but is anticipating receiving notification about funding from the Province of Manitoba by late May. Part 2 of the Work is contingent upon the Province approving sufficient funding.
- D2.5.21 Further to GC:7.1, if notice of sufficient funding is not received and acquired property is not obtained, the City shall have the right to eliminate all or any portion of Part 2, and the Contract Price will be reduced accordingly.
- D2.5.22 Further to GC:7.5, GC:7.5.1, and GC:7.6, a reduction in the Contract Price pursuant to D2.5.21 shall not be considered in calculating the aggregate reduction in the Contract Price for purposes of GC:7.5.
- D2.5.23 If all or any portion of Part 2 is eliminated pursuant to D2.5.21, the time periods stipulated in D16 for Substantial Performance of the Work and in D17 for Total Performance of the Work will be reduced proportionally by the Contract Administrator acting reasonably.
  - D2.6 The major components of the Work are as follows:
  - (a) Major Rehabilitation
    - (i) Complete full-depth patching of existing slabs and joints.
    - (ii) Renewal of existing curb utilizing slip-form paving equipment.
    - (iii) Complete curb renewal at intersections.
    - (iv) Renewal of existing sidewalk.
    - (v) Adjust of drainage inlets and manholes.
    - (vi) Installation of catchpits.
    - (vii) Placement asphalt overlay (average thickness of 90 mm).
    - (viii) Boulevard restoration.
  - (b) Pavement Reconstruction
    - (i) Remove existing pavement (Jordan Street).
    - (ii) Excavation.
    - (iii) Installation of Subdrains.
    - (iv) Compaction of existing subgrade (Lucas Avenue).
    - (v) Installation of catchbasins/catchpits and connection pipe.
    - (vi) Placement of geogrid (Jordan Street).
    - (vii) Placement of separation/reinforcement fabric.
    - (viii) Placement of subbase and base course.
    - (ix) Adjustment or abandonment of existing pavement and boulevard structures and appurtenances.
    - (x) Construct 150 mm reinforced concrete pavement (Jordan Street).
    - (xi) Construct 200 mm plain dowelled concrete pavement (Lucas Avenue).
    - (xii) Construct 180 mm barrier curb (separate) utilizing slip-form paving equipment.
    - (xiii) Renewal and/or construction of 100 mm sidewalk.
    - (xiv) Boulevard restoration.
  - (c) Watermain Extension
    - (i) Install watermain and appurtenances.
    - (ii) Pressure test, chlorinate and bacteriological test.
    - (iii) Final tie-in of new watermain.

#### D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is Wardrop Engineering, represented by:

Shane McCartney, P.Eng.

Project Manager

400 - 386 Broadway, Winnipeg, MB R3C 4M8

Telephone No. (204) 956-0980 Facsimile No. (204) 957-5389

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

#### D4. CONTRACTOR'S SUPERVISOR

- D4.1 At the pre-construction meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D4.2 At least two (2) business days prior to the commencement of any Work on the site, the Contractor shall provide the Contract Administrator with a phone number where the supervisor identified in D4.1 or an alternate can be contacted 24 hours a day to respond to an emergency.

#### 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. INSURANCE

- D8.1 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) all inclusive, with The City of Winnipeg being named 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 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 two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the City Solicitor with a certificate of insurance of each policy, 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 the GC:4.1 for the return of the executed Contract.
- D8.4 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.

#### D9. PERFORMANCE SECURITY

- D9.1 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.
- D9.2 If the bid security provided in his Bid Submission was not a certified cheque or draft pursuant to B11.1(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 and in no event later than the date specified in the GC:4.1 for the return of the executed Contract.

#### D10. DETAILED WORK SCHEDULE

- D10.1 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.
- D10.2 If, prior to submitting the Detailed Work Schedule, the Contractor does not receive notification pursuant to D11.4 that all or some portion of Part 2 and Part 3 of the Work may be commenced, he shall complete the Detailed Work Schedule for only Part 1 of the Work assuming that, if all of Part 2 and Part 3 is eliminated, the time periods stipulated in D16 for Substantial Performance of the Work and in D17 for Total Performance of the Work will be reduced by five (5) Working Days for Part 2 and ten (10) Working Days for Part 3.
- D10.3 If, after submitting the Detailed Work Schedule, the Contractor receives notification that all or any portion of Part 2 and Part 3 of the Work may be commenced, he shall submit a revised Detailed Work Schedule no later than two (2) Business Days from receipt of the notification.
- D10.4 The detailed work schedule shall consist of the following:
  - (a) a Gantt chart for the Work acceptable to the Contract Administrator.
- D10.5 Further to D10.4(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.

#### **SCHEDULE OF WORK**

#### D11. COMMENCEMENT

- D11.1 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.
- D11.2 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 twenty-four (24) hour emergency response phone number specified in D4.2.
    - (iv) the Safe Work Plan specified in D7;
    - (v) evidence of the insurance specified in D8;
    - (vi) the performance security specified in D9;
    - (vii) the detailed work schedule specified in D10.

- (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.
- D11.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent.
- D11.4 The Contractor shall not commence Part 2 of the Work as described in D2 and identified in Form B: Prices, unless prior to July 31, 2005, he has received notification from the Contract Administrator that the City has received notice of sufficient funding from the Province for Part 2 of the Work.
- D11.5 The City of Winnipeg intends to award the Contract by June 21, 2005.

#### D12. WORKING DAYS

- D12.1 Further to GC:1.1(gg);
- D12.1.24 The Contract Administrator will determine daily if a Working Day has elapsed and will record his 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 agrees with the Contract Administrator's determination of the Working Days assessed for the report period.
- D12.1.25 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.

#### D13. WORK BY OTHERS

- D13.1 Work by others on or near the Site will include but not necessarily be limited to:
  - (a) Manitoba Hydro Street Lighting may require reinstallation of streetlight wiring prior to boulevard restoration and relocation of utility poles prior to excavation.

#### D14. SEQUENCE OF WORK

- D14.1 Further to GC 6.1, the sequence of work shall comply with the following:
- D14.1.26 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.
- D14.1.27 Where the Contractor utilizes two (2) or more crews that work independently on the same major component of the Work as identified in D2, the Contract Administrator may approve an increase to the maximum number of streets under construction at any time.
- D14.1.28 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.
- D14.1.29 Lucas Avenue shall be constructed one lane at a time so as to allow two-way local traffic at all times.

#### D15. CRITICAL STAGES

- D15.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
  - (a) Construction of Maberley Road is to start after June 30, 2005 and achieve Total Performance by August 30, 2005.
  - (b) Total Performance of Lucas Avenue must be achieved by September 15, 2005.
- D15.2 When the Contractor considers the Work associated with Maberley Road and Lucas Avenue to be completed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Completion. 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.
- D15.3 The date on which the Maberley Road and Lucas Avenue Work has been accepted by the Contract Administrator as being completed to the requirements of the Contract is the date on which completion of Maberley Road and Lucas Avenue has been achieved.

#### D16. SUBSTANTIAL PERFORMANCE

- D16.1 The Contractor shall achieve Substantial Performance within fifty (50) consecutive Working Days of the commencement of the Work as specified in D11.
- D16.2 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.
- D16.3 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.

#### D17. TOTAL PERFORMANCE

- D17.1 The Contractor shall achieve Total Performance within fifty five (55) consecutive Working Days of the commencement of the Work as specified in D11.
- D17.2 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.
- D17.3 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.

#### D18. LIQUIDATED DAMAGES

D18.1 If the Contractor fails to achieve critical stages, 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 with the exception of Lucas Avenue. If the Contractor fails to achieve Total Performance for Lucas Avenue in accordance with the Contract by the

completion date fixed herein, the Contractor shall pay the City the lump sum amount shown in D18.1 (b).

- (a) Maberley Road One thousand dollars (\$1,000)
- (b) Lucas Avenue Sixteen thousand three hundred dollars (\$16,300)
- (c) Total Performance Fifteen hundred dollars (\$1,500)
- D18.2 The amounts specified for liquidated damages in D18.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, or Total Performance by the days fixed herein for same.
- D18.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## FORM H1: PERFORMANCE BOND (See D9)

KNOW ALL MEN BY THESE PRESENTS THAT

NAOW ALL MEN BY THESE TRESENTS THAT		
(hereinafter called the "Principal"), and		
(hereinafter called the "Surety"), are held and firmly bound unto <b>THE CITY OF WINNIPEG</b> (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 OPPURTUNITY NO. 81-2005		
PROVINCE OF MANITOBA/CITY OF WINNIPEG 2005 RESIDENTIAL STREET RENEWALS, AND LOCAL IMPROVEMENTS: PART 1 – MABERLEY ROAD, POLSON AVENUE, SELKIRK AVENUE AND		

JORDAN STREET; PART 2 – EGESZ STREET; PART 3 – LUCAS AVENUE

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:		
	(Name of Principal)	
(Witness)	Per:	(Seal)
,	Per:	
	(Name of Surety)	
	By: (Attorney-in-Fact)	(Seal)

### FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT (PERFORMANCE SECURITY) (See D9)

(Date)	<del></del>
Corpo Legal 185 K	ity of Winnipeg rate Services Department Services Division ing Street, 3rd Floor peg MB R3B 1J1
RE:	PERFORMANCE SECURITY – 81-2005
	PROVINCE OF MANITOBA/CITY OF WINNIPEG 2005 RESIDENTIAL STREET RENEWALS, AND LOCAL IMPROVEMENTS: PART 1 – MABERLEY ROAD, POLSON AVENUE, SELKIRK AVENUE AND JORDAN STREET; PART 2 – EGESZ STREET; PART 3 – LUCAS AVENUE
Pursu	ant to the request of and for the account of our customer,
(Name	of Contractor)
	EREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding aggregate
	Canadian dollars.
demai Letter payme	Standby Letter of Credit may be drawn on by you at any time and from time to time upon written of for payment made upon us by you. It is understood that we are obligated under this Standb of Credit for the payment of monies only and we hereby agree that we shall honour your demand for the payment of monies only and we hereby agree that we shall honour your demand for the without inquiring whether you have a right as between yourself and our customer to make such and without recognizing any claim of our customer or objection by the customer to payment by us
	mount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon ou or by formal notice in writing given to us by you if you desire such reduction or are willing that it be
Partia	I drawings are permitted.
	ngage with you that all demands for payment made within the terms and currency of this Standb of Credit will be duly honoured if presented to us at:
(Addres	os)
and w	e 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

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)	

# PART E SPECIFICATIONS

#### **PART E - SPECIFICATIONS**

#### **GENERAL**

#### E1. APPLICABLE SPECIFICATIONS, STANDARD DETAILS AND DRAWINGS

- E1.1 The City of Winnipeg Standard Construction Specifications in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.1.30 The City of Winnipeg Standard Construction Specifications is available in Adobe Acrobat (.pdf) format on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at http://www.winnipeg.ca/matmgt.
- E1.1.31 Further to GC:2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.2 The following Drawings are applicable to the Work:

Drawing Title	Drawing No.	File Name	Size
Jordan Street – Lincoln Avenue to 16m North of William Avenue	C0001	81-2005 –DWG-C0001- R0.pdf	594mm x 841mm
Jordan Street – 16m North of William Avenue to Elgin Avenue W.	C0002	81-2005 –DWG-C0002- R0.pdf	594mm x 841mm
Lucas Avenue – Brookside Boulevard (Route 90) to 97m East of Brookside Boulevard	C0003	81-2005 –DWG-C0003- R0.pdf	594mm x 841mm
Lucas Avenue – 97m East of Brookside Boulevard to 123m West of Barnham Crescent	C0004	81-2005 –DWG-C0004- R0.pdf	594mm x 841mm
Lucas Avenue – Brookside Boulevard (Route 90) to 97m East of Brookside Boulevard	C0005	81-2005 –DWG-C0005- R0.pdf	594mm x 841mm
Lucas Avenue – 97m East of Brookside Boulevard to 123m West of Barnham Crescent	C0006	81-2005 –DWG-C0006- R0.pdf	594mm x 841mm

#### **E2. GEOTECHNICAL REPORT**

E2.1 Further to GC:3.1, the geotechnical report is provided to aid the Contractor's evaluation of the pavement structure and/or existing soil conditions. The geotechnical report is contained in Appendix 'A'.

#### E3. OFFICE FACILITIES

- E3.1 The Contractor shall supply office facilities meeting the following requirements:
  - (a) The field office shall be for the exclusive use of the Contract Administrator.
  - (b) The building shall be conveniently located near the site of the Work.

- (c) The building shall have a minimum floor area of 20 square metres, a height of 2.4 m with two (2) windows for cross ventilation and a door entrance with a suitable lock.
- (d) The building shall be suitable for all weather use. It shall be equipped with an electric heater and air conditioner so that the room temperature can be maintained between either 16-18°C or 24-25°C.
- (e) The building shall be adequately lighted with fluorescent fixtures and have a minimum of three wall outlets.
- (f) The building shall be furnished with one desk, one table 3 m x 1.2 m and a minimum of six (6) chairs.
- (g) A portable toilet shall be located near the field office building. The toilet shall have a locking door and be for the exclusive use of the Contract Administrator and other personnel from the City.
- (h) The field office building and the portable toilet shall be cleaned on a weekly basis immediately prior to each site meeting. The Contract Administrator may request additional cleaning when he deems it necessary.
- E3.2 The Contractor shall be responsible for all installation and removal costs, all operating costs, and the general maintenance of the office facilities.
- E3.3 The office facilities will be provided from the date of the commencement of the Work to the date of Substantial Performance.

#### E4. PROTECTION OF EXISTING TREES

- E4.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the limits of the construction area:
  - a) The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of trees.
  - b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25 x 100 x 2400mm wood planks, or suitably protected as approved by the Contract Administrator.
  - c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
  - d) Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
  - e) Work on-site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.
- E4.2 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his designate.

- E4.3 No separate measurement or payment will be made for the protection of trees.
- E4.4 Elm trees cannot be trimmed between April 1 and July 31, inclusive.

#### E5. TRAFFIC CONTROL

- E5.1 Further to clauses 3.6 and 3.7 of CW 1130-R1:
  - (a) Where directed, 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. No measurement for payment will be made for this work.
  - (b) In accordance with the Manual of Temporary Traffic Control, the Contractor ("Agency" in the manual) shall make arrangements with the Traffic Services Section of the City of Winnipeg to place all temporary regulatory signs. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by the Traffic Services Section of the City of Winnipeg in connection with the works undertaken by the Contractor.

#### E6. TRAFFIC MANAGEMENT

- E6.1 Further to clause 3.7 of CW 1130-R1:
- E6.1.39 The Contractor shall schedule construction activities to meet the following:
  - (a) Major Rehabilitation streets will be closed to through traffic. Local access and/or bus traffic shall be maintained. The Contractor shall sign the street "Road Closed Local Access Only" in accordance with the Manual of Temporary Traffic Control.
  - (b) Jordan Street will be closed to all traffic. The Contractor shall sign the street "Road Closed" in accordance with the Manual of Temporary Traffic Control.
  - (c) During the construction of Lucas Avenue, two-way local traffic and/or bus traffic shall be maintained along this street. Also, access into 1747 Brookside Boulevard via Lucas Avenue must be maintained during construction.
- E6.1.40 Should the Contractor be unable to maintain an existing access to a residence or business, he 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.
- E6.1.41 Pedestrian and ambulance/emergency vehicle access must be maintained at all times.

#### E7. PEDESTRIAN SAFETY

E7.1 During the project, as required and directed by the Contract Administrator, a temporary snow fence shall be installed around any shafts or similar conditions that present a danger to the public . 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 USED BY CONTRACTOR

E8.1 Further to clause 3.7 of CW 1120-R1, the Contractor shall pay for all costs associated with obtaining water in accordance with the Waterworks By-law. Sewer charges will not be assessed for water obtained from a hydrant.

#### E9. INFRASTRUCTURE SIGNS

E9.1 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.

#### E10. SUPPLY AND INSTALLATION OF GEOGRID

#### **DESCRIPTION**

#### E10.1 General

- E10.1.45 This specification covers the supply and installation of geogrid relating to surface works construction.
- E10.1.46 Referenced Standard Construction Specifications
  - (a) CW 3110 Sub-Grade, Sub-Base and Base Course Construction.
  - (b) CW 3130 Supply and Installation of Geotextile Fabrics.

#### **MATERIALS**

- E10.2 Material Identification
- E10.2.47 Geogrid is to be labelled in accordance with ASTM D4873, and must clearly show the manufacturer's product style number and unique roll number.
- E10.3 Storage and Handling
- E10.3.48 Protect geogrid at all times from contamination of dirt, dust or any other deleterious materials.
- E10.3.49 Protective coating is to remain on the geotextile fabric until installation.
- E10.3.50 Store and handle in accordance with manufacturer's and/or supplier's recommendations.
- E10.3.51 Protect geogrid from exposure to ultraviolet light during storage.
- E10.4 Mill Certificate and Bill of Lading Data
- E10.4.52 Provide Mill Certificate and Bill of Lading Data upon request by the Contract Administrator.

#### E10.5 Geogrid

E10.5.53 Geogrid will meet or exceed the following requirements:

Minimum Biaxial Geogrid Specification Requirements			
Geogrid Property	ASTM Test	Minimum	
	Method	Requirement	
Mass per Unit Area (ox/yd²)	D 5261	9.0	
Aperture Size – Machine Direction (in.)	Direct Measure	1.0	
Aperture Size – Cross-Machine Direction (in.)	Direct Measure	1.3	
Wide Width Strip Tensile Strength (lb/ft)/%:			
Strength at 5% Strain – Machine Direction     700			
Strength at 5% Strain – Cross-Machine	D 6637	1,200	
Direction			
Ultimate Strength – Machine Direction		1,200	
Ultimate Strength – Cross-Machine Direction		2,096	
Manufacturing Process		Punched and Drawn	

#### **CONSTRUCTION METHODS**

### E10.6 Geogrid Installation

- E10.6.54 Commence installation of geogrid after material has been approved by the Contract Administrator and the geotextile fabric has been placed in accordance with CW 3130.
- E10.6.55 Geogrid shall be laid at the proper elevation and orientation as shown on the construction drawings or as directed by the Contract Administrator.
- E10.6.56 Correct orientation (roll direction) of the geogrid shall be verified by the Contractor.
- E10.6.57 Geogrid may be secured in placed with staples, pins, sandbags, or backfill as required by fill properties, fill placement procedures, or weather conditions, or as directed by the Contract Administrator.
- E10.6.58 Biaxial geogrid shall be overlapped a minimum of 150 mm along edges parallel to the direction of the reinforcement (parallel to roadway).
- E10.6.59 Biaxial geogrid shall be overlapped a minimum of 450 mm along edges perpendicular to the direction of reinforcement (perpendicular to roadway), or as directed by the Contract Administrator.
- E10.6.60 Backfill material shall be placed in accordance with CW 3110.
- E10.6.61 Tracked construction equipment shall not be operated directly upon the geogrid. A minimum fill thickness of 150 mm is required prior to operation of tracked vehicles over the geogrid. Turning of tracked vehicles should be kept to a minimum to prevent tracks from displacing the fill and damaging the geogrid.

#### MEASUREMENT AND PAYMENT

#### E10.7 Geogrid

- E10.7.62 Supply and installation of geogrid will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Supply and Installation of Geogrid." The area to be paid for will be the total number of square metres supplied and installed in accordance with this specification, accepted and measured by the Contract Administrator.
- E10.7.63 Only material placed within the designated sub-grade limits will be included in the payment for "Supply and Installation of Geogrid."
- E10.7.64 No measurement or payment will be made for geotextile fabric removed and replaced due to improper installation or damaged materials.

#### E11. RECYCLED CONCRETE BASE COURSE MATERIAL

#### **DESCRIPTION**

#### E11.1 General

E11.1.65 Further to CW 3110, this specification covers supply and placement of recycled concrete base course material for Full-Depth Partial Slab Patches (Class A, B, C and D), miscellaneous concrete slabs and sidewalks.

#### E11.2 Definitions

E11.2.66 Deleterious material – are materials such as vegetation, organic material, wood, glass, plastic, metal, reinforcing steel, building rubble, brick, salvaged asphalt materials, clay, shale and friable particles.

- E11.3 Referenced Standard Construction Specifications
  - (a) CW 3110 Sub-Grade, Sub-Base and Base Course Construction.
  - (b) CW 3230 Full-Depth Patching of Existing Pavement Slabs and Joints.
  - (c) CW 3235 Renewal of Existing Miscellaneous Concrete Slabs.
  - (d) CW 3325 Portland Cement Concrete Sidewalk.

#### **MATERIALS**

- E11.4 Recycled Concrete Base Course Material
- E11.4.67 Recycled concrete base course material when used for Full-Depth Partial Slab Patches (Class A, B, C and D), miscellaneous concrete slabs and sidewalks will be considered equal to granular or limestone base course material specified in Section 2.2 of CW 3110.
- E11.4.68 Recycled concrete base course material will be approved by the Contract Administrator.
- E11.4.69 Recycled concrete base course material will consist of sound durable particles produced by crushing, screening and grading of recovered concrete materials, free from soft material that would disintegrate through decay or weathering.
- E11.4.70 The recycled concrete base course material will be well graded and conform to the following grading requirements:

Recycled Concrete Base Course Material Grading Requirements

CANADIAN METRIC	PERCENT OF TOTAL DRY
SIEVE SIZE	WEIGHT PASSING EACH SIEVE
20 000	100%
5 000	40% - 70%
2 500	25% - 60%
315	8% - 25%
80	6% - 17%

- E11.4.71 Recycled concrete base course material when subjected to the abrasion test will have a loss of not more than 35% when tested in accordance with <u>grading B</u> of ASTM C131, Test for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
- E11.4.72 The amount of deleterious material will be limited to a maximum of two percent of the total dry weight.

#### **CONSTRUCTION METHODS**

- E11.5 Placement of Recycled Concrete Base Course Material
- E11.5.73 Place and compact recycled concrete base course material as a levelling course to a maximum thickness of 50 mm.
- E11.5.74 Spread materials uniformly to avoid segregation free of pockets of fine and coarse material.
- E11.5.75 Level and compact to the finished elevation. Compact to 100% Standard Proctor Density for Full-Depth Partial Slab Patches (Class A, B, C and D) and 90% Standard Proctor Density for miscellaneous concrete slabs and sidewalks.
- E11.5.76 Maintain the finished material until the pavement or sidewalk is placed.

#### MEASUREMENT AND PAYMENT

#### E11.6 Recycled Concrete Base Course Material

- E11.6.77 The supplying, placing and compaction of recycled concrete base coarse material will be measured on a volume basis and paid for at the Contract Unit Price per cubic metre for the "Supplying and Placing Base Course Material" as specified in accordance with CW 3110.
- E11.6.78 No measurement or payment will be made for material placed as a levelling course under miscellaneous concrete slabs and sidewalks where the costs are included in accordance with CW 3235 and CW 3325.
- E11.6.79 No measurement or payment will be made for materials rejected by the Contract Administrator.

#### E12. APPROVALS

E12.1.80 Design drawings are currently pending approval. Any changes resulting from these approvals will be implemented by the Contractor at no extra cost to the City.

## APPENDIX 'A' GEOTECHNICAL REPORT

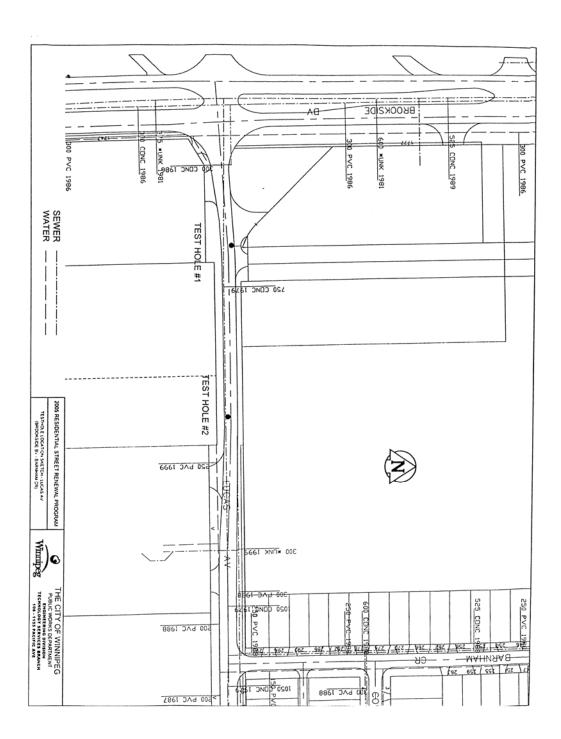
#### APPENDIX 'A' - GEOTECHNICAL REPORT

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The geotechnical report is provided to aid in the Contractor's evaluation of the existing pavement structure and/or soil conditions. The information presented is considered accurate at the locations shown on the Drawings and at the time of drilling. However, variations in pavement structure and/or soil conditions may exist between test holes and fluctuations in groundwater levels can be expected seasonally and may occur as a result of construction activities. The nature and extent of variations may not become evident until construction commences.

#### Geotechnical Report for Lucas Avenue Test Hole Locations



#### **Summary of Core Samples**

# City of Winnipeg 2005 Street Renewal Program Geotechnical Investigation Lucas Avenue

	•														
Test Hole	Testhole Location	Pavemen	nt Surface	Pavemer Ma	Pavement Structure Material	Suborodia	0		£	drometer	Hydrometer Analysis		A	Atterberg Limits	nits
ć		Туре	Thickness (mm)	Туре	Thickness (mm)	Description	Location	Content (%)	Gravel	Sand		Clay	Liquid	Plastic	Plasticity
									(%)	(%)	(%)	(%)	E E	Ē	Index
	Lucas Avenue	ı	ı	20 mm G	150	Clay	0.30 -	27.3	1	7.6	21.1	7.6 21.1 71.3 76.3	76.3	32.2	44.1
Г							0.0								
	Lucas Avenue	1	,	20 mm G	200						Ī	Ī		T	
					8		,	1							

Notes: 20 mm G - 20 mm granular base

#### Test Hole Log for Lucas Avenue - Test Hole #1

## **ENG-TECH CONSULTING LIMITED**

GEOTECHNICAL · ENVIRONMENTAL · MATERIALS TESTING

Client: City of Winnipeg

Project: Geotechnical Investigation - 2005 Street Renewal Program

Site: Lucas Ave.

Location: 7.5 m E. of survey marker, 2.1 m S. of N. edge of pavement

Test Hole #: TH1

File No: 04-217-04

Date Drilled: November 10, 2004 Grade Elevation: 100 m (local)

Location: 7.5 m E. of survey marker, 2.1 m S. of N. edge of pavement Water Elevation:											
		SUBSURFACE PROFILE		S	AMP	LE D	ATA				
	loc		(m)		ype	(%)	шш	Water Court of (C)	DISTRIE	N SIZE BUTIO	E V %
Depth (m)	Soil Symbol	Description	Elevation (m)	Number	Sample Type	Recovery (%)	blows/300 mm	Water Content (%)  PL    LL 20 40 60 80	Gravel	Silt	Clay
0-	na.	Ground Surface	100	1						1	
		20 mm Granular Base - 150 mm thick. Clay (CH)		S1	\$	100		•			
		- dark grey, moist, high plastic, stiff, some silt.		S2	3	100					
-				S3	5	100		•	0.0 7.6	21.1	71.3
-				S4	\$	100		•			
1-			99	S5	5	100		•			
-											
		- below 1.8 m, some silt varves, trace		S6	3	100					
		sand sizes.		S7	5	100		•			ļ
2-			98 -	S8	\$	100		•			
-		End of Test Hole - ended test hole at 2.4 m below grade backfilled test hole with auger cuttings.									
ENG-T	ECH C	onsulting Limited									=
•	ged b	Dril	ied By: I Rig: 1					Completion Dep			
1			r nig. i jer Sizi					Completion Elev Sheet: 1	ation: 97.6	s m	
ı		e Type Split Barrel				Tube	_	Auger Cuttings	Split S	poon	

#### Particle Size Analysis for Lucas Avenue - Test Hole #1

# ENG-TECH CONSULTING LIMITED GEOTECHNICAL - ENVIRONMENTAL - MATERIALS TESTING

PARTICLE SIZE **ANALYSIS REPORT** 

City of Winnipeg c/o UMA Engineering Ltd. 1479 Buffalo Place Winnipeg, Manitoba

File No.:

04-217-04

Reference No.:

4-217-4-31

R3T 1L7

ATTENTION: Ron Bruce, P. Eng.

PROJECT:

2005 Street Renewal Program Geotechnical Investigation

Test Hole No. TH 1

Sample No.

S3

Depth:

0.30-0.61m

Sampled By: ENG-TECH

Type of Sample: Bag

Source:

Lucas Ave.

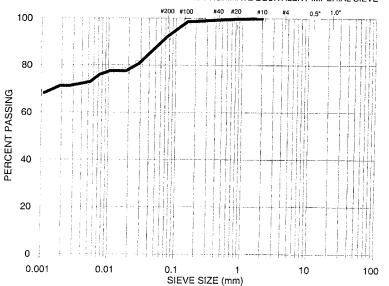
Date Sampled: Nov 10/04

Date Received: Nov 10/04

Date Tested:

Nov 29/04





SIEVE	PERCENT
SIZE (mm)	PASSING
2.0	100.0
0.850	99.8
0.425	99.4
0.250	99.0
0.150	98.6
0.075	92.4
0.028	80.7
0.018	77.6
0.010	77.6
0.007	76.0
0.0053	72.9
0.0026	71.3
0.0019	71.3
0.0011	68.2

Percent of:

GRAVEL (0.0%), SAND (7.6%), SILT (21.1%) and CLAY (71.3%) ption: Clay, high plastic, stiff, moist, dark grey, some silt,

Sample Description:

trace sand sizes.

COMMENTS:

ENG-TECH Consulting Limited per hour whole Contact: Clark Hryhoruk, M. Sc., P. Eng.

Ph: (204) 233-1694 Fax: (204) 235-1579

#### Test Hole Log for Lucas Avenue - Test Hole #2

### **ENG-TECH CONSULTING LIMITED**

GEOTECHNICAL · ENVIRONMENTAL · MATERIALS TESTING

Client: City of Winnipeg

Project: Geotechnical Investigation - 2005 Street Renewal Program

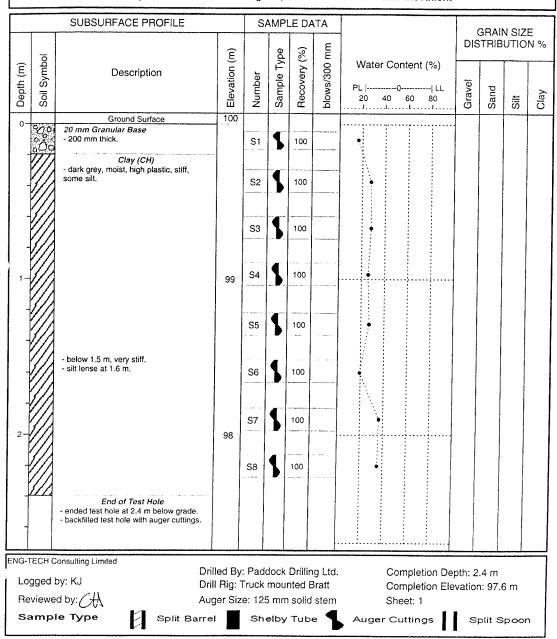
Site: Lucas Ave.

Location: 20.7 m W. of Hyd. Ass., 2.2 m N. of S. edge of pavement

Test Hole #: TH2

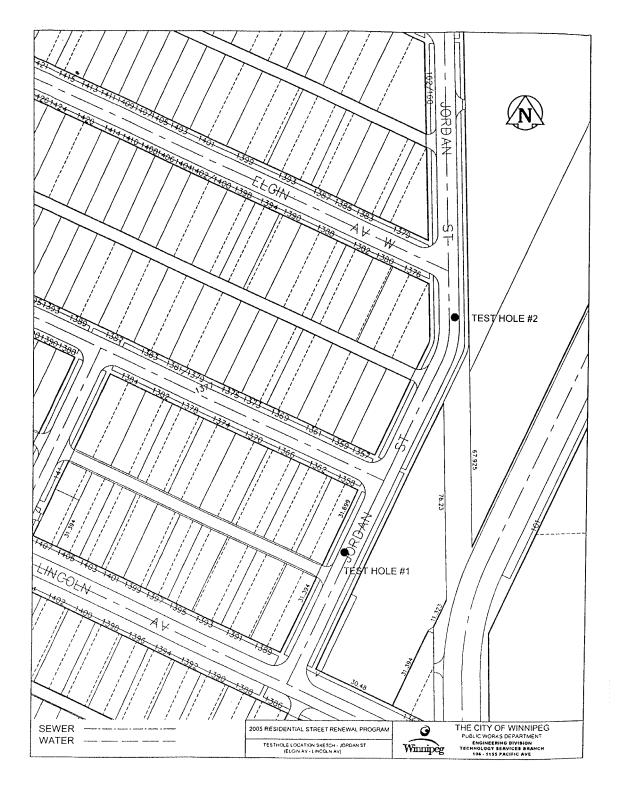
File No: 04-217-04

Date Drilled: November 10, 2004 Grade Elevation: 100 m (local)



#### **Geotechnical Report for Jordan Street**

#### **Test Hole Locations**



#### **Summary of Core Samples**

City of Winnipeg 2005 Street Renewal Program Geotechnical Investigation Jordan Street

Test	Teetholologian	Pavemer	Pavement Surface	Pavemer Ma	Pavement Structure Material		Ċ		Î	Hydrometer Analysis	Analysis		₹	Atterberg Limits	nits
Š.		Type	Thickness (mm)	Туре	Thickness	Description	Location	Moisture Content (%)	Gravel	Sand	Silt	Clay	Liquid	Plastic	Gravel Sand Silt Clay Liquid Plastic Plasticity
					(11111)				8	<u>@</u>	<u>@</u>	8	Ē	Limit	Index
-	Jordan Street	Asphait	23	,	:	'									
,									ı	ı	ı	ı	1	ı	ı
-	Jordan Street	Concrete	207	;	,	± S	204	23.0		,	í	1			
,							5	60.0	_	-	6.1 73.0 18.9	9.8	28.2	28.2   15.7	12.5
,	Jordan Street	Asphalt	24	:	1	ı	ı								
,									ı	ı	ı	ı	ı	ı	ı
7	Jordan Street	Concrete	188	;	;	Sifty Clay		000		:					
						Carly Clay	9/:5	28.5	1	œ.	c c	7,77	58 385 557 630 569	0 00	010

#### Test Hole Log for Jordan Street - Test Hole #1

### **ENG-TECH CONSULTING LIMITED**

GEOTECHNICAL · ENVIRONMENTAL · MATERIALS TESTING

Client: City of Winnipeg

Project: Geotechnical Investigation - 2005 Street Renewal Program

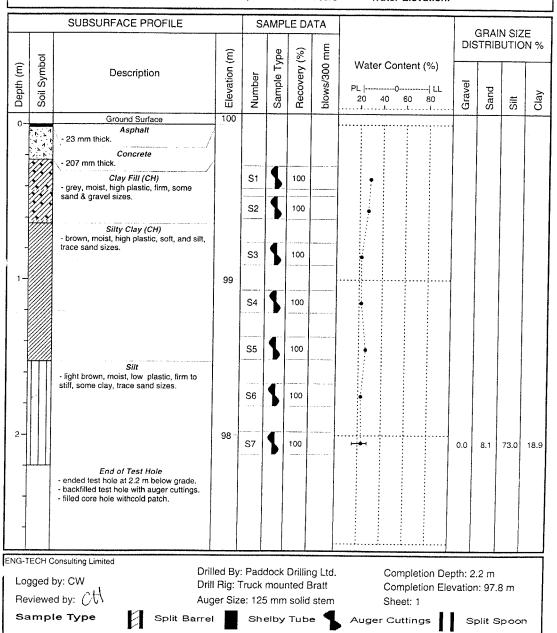
Site: Jordan St.

Location: 3.7 m N. of S. F.L. at 1358 William Ave., 0.5 m E. of W. curb

Test Hole #: TH1

File No: 04-217-04

Date Drilled: November 9, 2004 Grade Elevation: 100 m (local)



#### Particle Size Analysis for Jordan Street - Test Hole #1

# ENG-TECH CONSULTING LIMITED GEOTECHNICAL - ENVIRONMENTAL - MATERIALS TESTING

PARTICLE SIZE **ANALYSIS REPORT** 

City of Winnipeg c/o UMA Engineering Ltd. 1479 Buffalo Place Winnipeg, Manitoba

File No.:

Reference No.:

04-217-04 4-217-4-34

R3T 1L7

ATTENTION: Ron Bruce, P. Eng.

PROJECT:

2005 Street Renewal Program Geotechnical Investigation

Sample No.

Test Hole No. TH 1

Depth:

2.04m

Sampled By: ENG-TECH

Type of Sample: Bag

Source:

Jordan Street

Date Sampled: Nov 9/04

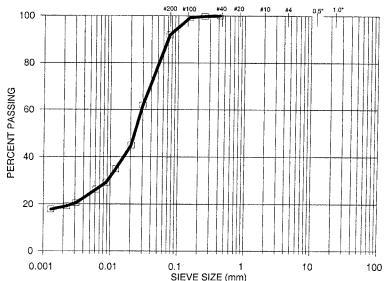
Date Received: Nov 9/04

**Date Tested:** 

Nov 24/04

CLAY	CUT		SAND		GRA	VEL
CLAY	SILT	FINE	MEDIUM	COARSE	FINE	COARSE

APPROXIMATE EQUIVALENT IMPERIAL SIEVE



SIEVE	PERCENT
SIZE (mm)	PASSING
0.425	100.0
0.250	99.8
0.150	99.3
0.075	91.9
0.030	61.9
0.020	44.8
0.012	34.9
0.009	29.2
0.006	26.3
0.003	20.6
0.0023	19.2
0.0013	17.8

Percent of: Sample Description:

GRAVEL (0.0%), SAND (8.1%), SILT (73.0%) and CLAY (18.9%)

Silt, medium plastic, firm to stiff, moist, light brown,

some clay, trace sand sizes.

COMMENTS:

ENG-TECH Consulting Limited per Contact: Clark Hyboruk, M. Sc., P. Eng.

Ph: (204) 233-1694 Fax: (204) 235-1579

#### Test Hole Log for Jordan Street - Test Hole #2

## **ENG-TECH CONSULTING LIMITED**

GEOTECHNICAL · ENVIRONMENTAL · MATERIALS TESTING

Client: City of Winnipeg

Project: Geotechnical Investigation - 2005 Street Renewal Program

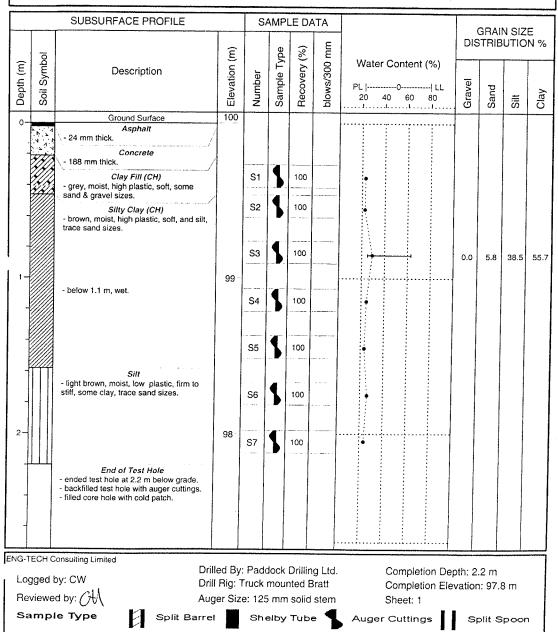
Site: Jordan St.

Location: 9.3 m N. of S. F.L. at 1376 William Ave., 0.7 m W. of E. curb

Test Hole #: TH2

File No: 04-217-04

Date Drilled: November 9, 2004 Grade Elevation: 100 m (local)



#### Particle Size Analysis for Jordan Street - Test Hole #2

# ENG-TECH CONSULTING LIMITED GEOTECHNICAL - ENVIRONMENTAL - MATERIALS TESTING

**PARTICLE SIZE ANALYSIS REPORT** 

City of Winnipeg c/o UMA Engineering Ltd. 1479 Buffalo Place Winnipeg, Manitoba

File No.:

Reference No.:

04-217-04 4-217-4-35

R3T 1L7

ATTENTION: Ron Bruce, P. Eng.

PROJECT:

2005 Street Renewal Program Geotechnical Investigation

Test Hole No. TH 2

Sample No.

S3

Depth:

0.76m

Sampled By: ENG-TECH

Type of Sample: Bag

Source:

Jordan Street

Date Sampled: Nov 9/04

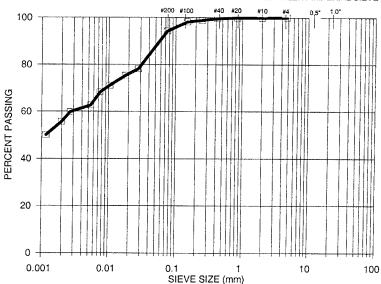
Date Received: Nov 9/04

Date Tested:

Nov 24/04



APPROXIMATE EQUIVALENT IMPERIAL SIEVE



SIEVE	PERCENT
SIZE (mm)	PASSING
4.75	100.0
2.0	99.9
0.850	99.9
0.425	99.5
0.250	98.8
0.150	98.1
0.075	94.2
0.028	78.1
0.018	75.3
0.010	71.1
0.0075	68.3
0.0054	62.7
0.0027	59.8
0.0020	55.6
0.0012	50.0

Percent of:

GRAVEL (0.0%), SAND (5.8%), SILT (38.5%) and CLAY (55.7%)

Sample Description:

Silty Clay, high plastic, soft, moist, brown, and silt,

trace sand sizes.

COMMENTS:

ENG-TECH Consulting Limited

per //a/S / w/km/ Contact: Clark Hryhoruk, M. Sc., P. Eng.

Ph: (204) 233-1694

Fax: (204) 235-1579

#### **Pavement Core Photos**

