



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 67-2009

**PROVINCE OF MANITOBA/CITY OF WINNIPEG 2009 RESIDENTIAL STREET
RENEWAL PROGRAM, DAY STREET, HARBISON AVENUE WEST AND OTHER
VARIOUS LOCATIONS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVINCE OF MANITOBA/CITY OF WINNIPEG 2009 RESIDENTIAL STREET RENEWAL PROGRAM, DAY STREET, HARBISON AVENUE WEST AND OTHER VARIOUS LOCATIONS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 15th 2009.

B2.2 Bids 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. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the 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.

B3.3 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.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. ADDENDA

B4.1 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.

B4.2 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.

B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B4.3 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.

B5. SUBSTITUTES

- B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 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.
- B5.4 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.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in 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.
- B5.6 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.
- B5.6.1 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.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may 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 B14.
- B5.9 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.
- B5.10 Notwithstanding B5.2 to B5.9, in accordance with B6.6, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

B6. BID COMPONENTS

B6.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices, hard copy;
- (c) Bid Security;
 - (i) Form G1: Bid Bond and Agreement to Bond, or
Form G2: Irrevocable Standby Letter of Credit and Undertaking, or
a certified cheque or draft.

B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.

B6.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.

B6.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.

B6.4.1 Samples or other components of the Bid 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.

B6.4.2 A hard copy of Form B: Prices must be submitted with the Bid. If there is any discrepancy between the Adobe PDF version of Form B: Prices and the Microsoft Excel version of Form B: Prices, the PDF version shall take precedence.

B6.5 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.

B6.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B14.1(a).

B6.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.8 Bids shall be submitted to:

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

B7. BID

B7.1 The Bidder shall complete Form A: Bid, making all required entries.

B7.2 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.

B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 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.

B7.4 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.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B8. PRICES

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B8.1.1 For the convenience of Bidders, and pursuant to B6.4.2 and B14.4.3, an electronic spreadsheet Form B: Prices in Microsoft Excel (.xls) format is available along with the Adobe PDF documents for this Bid Opportunity on the Bid Opportunities page at the Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B8.2 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.

B8.3 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.

B8.4 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. QUALIFICATION

B9.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

- B9.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B9.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- B9.4 Further to B9.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>)
- B9.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B9.6 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.

B10. BID SECURITY

- B10.1 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 Winnipeg, 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.
- B10.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B10.1.2 All signatures on bid securities shall be original.
- B10.1.3 The Bidder shall sign the Bid Bond.

- B10.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.
- B10.2 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.
- B10.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B10.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.
- B10.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.
- B10.3 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. OPENING OF BIDS AND RELEASE OF INFORMATION

- B11.1 Bids 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.
- B11.1.1 Bidders or their representatives may attend.
- B11.1.2 Bids determined by the Manager of Materials, or his designate, to not include the bid security specified in B10 will not be read out.
- B11.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B11.3 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 (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B11.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B12. IRREVOCABLE BID

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.
- B12.2 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.

B13. WITHDRAWAL OF BIDS

- B13.1 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.

- B13.1.1 Notwithstanding C23.3, 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.
- B13.1.2 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.
- B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid 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 B13.1.3(b), declare the Bid withdrawn.
- B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer 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.

B14. EVALUATION OF BIDS

- B14.1 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, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B5.
- B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B14.4 Further to B14.1(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.
- B14.4.1 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.
- B14.4.2 Further to B14.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B14.4.3 The electronic Form B: Prices and the formulas imbedded in that spreadsheet are only provided for the convenience of Bidders. The City 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.

B15. AWARD OF CONTRACT

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 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.
- B15.2.1 Without limiting the generality of B15.2, 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.
- B15.3 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, in accordance with B14.
- B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the General Conditions for Construction, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of:

- (a) Pavement Reconstruction
 - (i) Harbison Avenue West from Brazier Street to Roch Street
 - (ii) Leslie Avenue from Glenwood Crescent to Silvia Street
 - (iii) Martin Avenue West from Glenwood Crescent to Beatrice Street
 - (iv) Stanier Street from Dearborn Avenue to Gordon Avenue
- (b) Major Rehabilitation
 - (i) Bronx Place from Kildonan Drive to Henderson Highway
 - (ii) Day Street from Larche Avenue to Gunn Road
 - (iii) Wiebe's Drive from Algonquin Avenue to Bonner Avenue
 - (iv) Wynten Crescent from Grey Street to Grey Street

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

- (a) Pavement Reconstruction
 - (i) Renewal of existing concrete sidewalk
 - (ii) Planing of existing asphalt at intersections for tie-ins as required
 - (iii) Remove existing pavement
 - (iv) Excavation
 - (v) Compaction of existing sub-grade
 - (vi) Installation of catch basins and sewer service pipes
 - (vii) Installation of subdrains
 - (viii) Placement of separation geotextile fabric
 - (ix) Placement of sub-base and base course materials
 - (x) Adjustment of existing pavement and boulevard structures
 - (xi) Construct 150mm concrete pavement (reinforced)
 - (xii) Construct 180mm barrier curb (integral) utilizing slip form paving equipment
 - (xiii) Boulevard restoration
 - (xiv) Placement of asphalt paving at tie-ins as required
- (b) Major Rehabilitation
 - (i) Renewal of existing concrete sidewalk
 - (ii) Planing of existing asphalt at intersections for tie-ins as required
 - (iii) Planing of mountable curb (Weibe's Drive)
 - (iv) Concrete pavement repairs
 - (v) Renewal of existing curb
 - (vi) Renewal of existing curb utilizing slip form paving (Bronx Place, Day Street)
 - (vii) Remove existing 3m – 250mm CSP,s (Day Street)
 - (viii) Remove and replace existing 27m - 900mm CSP, Works shall be done on a weekend (Day Street)

- (ix) Remove and replace existing 20m - 1200mm CSP, Works shall be done on a weekend (Day Street)
- (x) Installation of pre-cast polymer concrete trench drain systems (Day Street)
- (xi) Installation of catch pits/catch basins and drainage connection/sewer service pipes
- (xii) Installation of subdrains
- (xiii) Adjustment of existing pavement and boulevard structures
- (xiv) Boulevard restoration
- (xv) Placement asphalt overlay complete with moisture/stress absorption fabric (Bronx Place average thickness – 100mm)
- (xvi) Placement asphalt overlay
 - (Day Street average thickness – 70mm)
 - (Wiebe's Drive and Wyntax Crescent average thickness – 60mm)
- (xvii) Placement of asphalt pavement tie-ins and approaches as required

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Brent Kellett, C.E.T.
Technologist III
106-1155 Pacific Avenue
Winnipeg, MB, R3E 3P1
Telephone No. (204) 794-4363
Facsimile No. (204) 986-5302

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.

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 twenty-four (24) hours a day to respond to an emergency.

D5. NOTICES

D5.1 Except as provided for in C23.2.2, 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 Notwithstanding C21., 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 Financial Officer
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
Internal Services Department
Legal Services Division
Attn: City Solicitor
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. AUTHORITY TO CARRY ON BUSINESS

- D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. SAFE WORK PLAN

- D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D8.2 The Safe Work Plan shall be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

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 two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover

and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;

- (b) automobile liability insurance for 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;
- (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in the C4.1 for the return of the executed Contract.

D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D10. PERFORMANCE SECURITY

D10.1 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 Winnipeg, 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.

D10.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D10.2 If the bid security provided in his Bid 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 and in no event later than the date specified in the C4.1 for the return of the executed Contract.

D11. SUBCONTRACTOR LIST

D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at or prior to a pre-construction meeting, or at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the C4.1 for the return of the executed Contract.

D12. DETAILED WORK SCHEDULE

D12.1 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.

- D12.2 The detailed work schedule shall consist of the following:
- (a) a Gantt chart for the Work acceptable to the Contract Administrator.
- D12.3 Further to D12.2(a), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

SCHEDULE OF WORK

D13. COMMENCEMENT

- D13.1 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.
- D13.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the twenty-four (24) hour emergency response phone number specified in D4.2.
 - (iv) the Safe Work Plan specified in D8;
 - (v) evidence of the insurance specified in D9;
 - (vi) the performance security specified in D10;
 - (vii) the subcontractor list specified in D11;
 - (viii) the detailed work schedule specified in D12; and
 - (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.
- D13.3 The Contractor shall not commence the Work on the Site before May 19th, 2009, and shall commence the Work on Site no later than June 1st, 2009, as directed by the Contract Administrator and weather permitting.
- D13.4 The City intends to award this Contract by May 8th, 2009.

D14. WORKING DAYS

- D14.1 Further to C1.1(gg);
- D14.1.1 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.
- D14.1.2 Work done to restore the Site to a condition suitable for Work, shall not be considered "work" as defined in the definition of a Working Day.
- D14.1.3 When the Work includes two or more major types of Work that can be performed under different atmospheric conditions, the Contract Administrator shall consider all major types of Work in determining whether the Contractor was able to work in assessing Working Days.

D15. RESTRICTED WORK HOURS

- D15.1 Further to clause 3.10 of CW 1130, the Contractor shall require written permission forty-eight (48) hours in advance from the Contract Administrator for any work to be performed between 2000 hours and 0700 hours, or on Saturdays, Sundays, Statutory Holidays and or Civic Holidays.

D16. WORK BY OTHERS

D16.1 Work by others on or near the Site will include but not necessarily be limited to:

- (a) Various works on survey monuments by Geomatics Services Branch of the Planning Property and Development at various locations throughout the sites.
- (b) Temporary overhead street lighting cables, moving of poles/bases and repair/relocation of underground street lighting cable if required by Manitoba Hydro.
- (c) Water and Waste Department performing watermain renewal Work on Bronx Place, Harbison Avenue West and Stanier Street.

D17. SEQUENCE OF WORK

D17.1 Further to C6.1, the sequence of work shall comply with the following:

- D17.1.1 Providing that the Work on each street is completed in a similar order to the order that the Work was commenced in, the Contractor will be permitted to have a maximum of three (3) streets under construction at any one time. Completion of a street means that all of the necessary concrete, asphalt including approaches and landscaping Work is completed to the satisfaction of the Contract Administrator.
- D17.1.2 Where the Contractor utilizes two (2) or more crews that work independently on the same major component of the Work as identified in D2, the Contract Administrator may approve an increase to the maximum number of streets under construction at any time.
- D17.1.3 Placing the topsoil and finished grading of all boulevard and median areas shall be completed prior to commencing construction of asphaltic concrete overlays, including scratch courses.
- D17.1.4 Construction activity on Bronx Place shall not commence until construction of watermain renewal, by others, is completed. This Work is expected to be completed by June 26th, 2009.
- D17.1.5 Construction activity on Harbison Avenue West shall not commence until construction of watermain renewal, by others, is completed. This Work is expected to be completed by May 29th, 2009.
- D17.1.6 Construction activity on Stanier Street shall not commence until construction of watermain renewal, by others, is completed. This Work is expected to be completed by June 12th, 2009.

D18. SUBSTANTIAL PERFORMANCE

- D18.1 The Contractor shall achieve Substantial Performance within eighty (80) consecutive Working Days of the commencement of the Work as specified in D13.
- D18.2 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.
- D18.3 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.

D19. TOTAL PERFORMANCE

- D19.1 The Contractor shall achieve Total Performance within eighty-five (85) consecutive Working Days of the commencement of the Work as specified in D13.

D19.2 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.

D19.3 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.

D20. LIQUIDATED DAMAGES

D20.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City one thousand five hundred dollars (\$1500.00) per Working day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.

D20.2 The amount specified for liquidated damages in D20.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.

D20.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D21. SCHEDULED MAINTENANCE

D21.1 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-R9;
- (b) Reflective Crack Maintenance as specified in CW 3250-R7;

D21.2 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

D22. JOB MEETINGS

D22.1 Regular weekly job meetings will be held at the Site or location agreed to by both the Contract Administrator and the Contractor. These meetings shall be attended by a minimum of one representative of the Contract Administrator and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator 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.

D22.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D23. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D23.1 Further to C6.24, 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).

WARRANTY

D24. WARRANTY

- D24.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) years thereafter for major rehabilitation works on Bronx Place, Day Street, Wiebe's Drive and Wynten Crescent and two (2) years thereafter for pavement reconstruction works, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

FORM H1: PERFORMANCE BOND
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

BID OPPORTUNITY NO. 67-2009

PROVINCE OF MANITOBA/CITY OF WINNIPEG 2009 RESIDENTIAL STREET RENEWAL PROGRAM,
DAY STREET, HARBISON AVENUE WEST AND OTHER VARIOUS LOCATIONS
which is by reference made part hereof and is hereinafter referred to as the "Contract".

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

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

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D10)

(Date)

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

RE: PERFORMANCE SECURITY – BID OPPORTUNITY NO. 67-2009

PROVINCE OF MANITOBA/CITY OF WINNIPEG 2009 RESIDENTIAL STREET RENEWAL
PROGRAM, DAY STREET, HARBISON AVENUE WEST AND OTHER VARIOUS LOCATIONS

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)

FORM J: SUBCONTRACTOR LIST
(See D11)

PROVINCE OF MANITOBA/CITY OF WINNIPEG 2009 RESIDENTIAL STREET RENEWAL PROGRAM,
DAY STREET, HARBISON AVENUE WEST AND OTHER VARIOUS LOCATIONS

<u>Portion of the Work</u>	<u>Name</u>	<u>Address</u>
SURFACE WORKS:		
<u>Supply of Materials:</u>		
Geotextile Fabrics		
Sub-base and Base Course		
Concrete		
Top Soil/Sod		
<u>Installation/Placement:</u>		
Geotextile Fabrics		
Sub-base and Base Course		
Concrete		
Asphalt		
Top Soil/Sod		
Joint Sealant		
UNDERGROUND WORKS:		
<u>Supply of Materials:</u>		
Pre-cast Concrete Catch Pit/Catch Basin/Risers		
Catch Pit/Catch Basin/Manhole Frames, Covers and Boxes		
Drainage Connection Pipes/Sewer Service Pipes/Corrugated Steel Pipes		
Watermain Valve/Service Boxes		
Subdrains		
<u>Installation/Placement:</u>		
Pre-cast Concrete Catch Pit/Catch Basin/Risers		
Catch Pit/Catch Basin/Manhole Frames, Covers and Boxes		
Drainage Connection Pipes/Sewer Service Pipes/Corrugated Steel Pipes		
Watermain Valve/Service Boxes		
Subdrains		
Pre-cast Polymer Concrete Trench Drain System		

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
	Cover Sheet	A1
SE-09-01	Harbison Avenue West from Brazier Street to Roch Street – Reconstruction and Associated Works from Sta. 0+94 to Sta. 2+00	A1
SE-09-02	Harbison Avenue West from Brazier Street to Roch Street – Reconstruction and Associated Works from Sta. 2+00 to Sta. 3+50	A1
SE-09-03	Harbison Avenue West from Brazier Street to Roch Street – Reconstruction and Associated Works from Sta. 3+50 to Sta. 4+05	A1
SE-09-04	Leslie Avenue from Glenwood Crescent to Silvia Street – Reconstruction and Associated Works from Sta. 0+90 to Sta. 2+00	A1
SE-09-05	Leslie Avenue from Glenwood Crescent to Silvia Street – Reconstruction and Associated Works from Sta. 2+00 to Sta. 2+55	A1
SE-09-06	Martin Avenue West from Glenwood Crescent to Beatrice Street – Reconstruction and Associated Works from Sta. 0+92.5 to Sta. 1+69	A1
SE-09-07	Stanier Street from Dearborn Avenue to Gordon Avenue – Reconstruction and Associated Works from Sta. 1+00 to Sta. 1+91	A1
SE-09-30	Day Street from Larche Avenue to Gunn Road – Rehabilitation and Associated Works	A1
01	Pre-cast Polymer Concrete Trench Drain System - Details 2009 Residential Street Renewal on Bronx Place from Kildonan Drive to Henderson Highway	Letter
02	2009 Residential Street Renewal on Day Street from Larche Avenue to Gunn Road	Letter
03	2009 Residential Street Renewal on Wiebe's Drive from Algonquin Avenue to Bonner Avenue	Letter
04	2009 Residential Street Renewal on Wynten Crescent from Grey Street to Grey Street	Letter

E2. GEOTECHNICAL REPORT

- E2.1 Further to C3.1, 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 25 square metres, a height of 2.4m with two 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 drafting table, table 3m x 1.2m, one stool, one four drawer legal size filing cabinet and a minimum of 8 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.
- E3.4 On a one time basis, where directed by the Contract Administrator, the Contractor shall relocate the office facilities to a location more convenient for the remaining Work.

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 Except as required in clause E4.1(c) and E4.1(e), Elm trees shall not be pruned at any time between April 1 and July 31.

E5. TRAFFIC CONTROL

E5.1 Further to clauses 3.6 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. Payment shall be in accordance with CW 3410.
- (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:

E6.1.1 The Contractor shall schedule construction activities to meet the following:

- (a) Bronx Place, Day Street, Wiebe's Drive and Wynten Crescent at least one lane for local access traffic shall be maintained along this street during construction. At least one intersection on adjacent bays shall be open at a time.
- (b) Bronx Place, Day Street, Wiebe's Drive and Wynten Crescent local access and/or school bus traffic shall be maintained when possible as determined by the Contract Administrator. The road shall be closed to traffic only with the approval of the Contract Administrator.
- (c) All streets will be closed to through traffic. Local access and/or school 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.
- (d) Day Street is a Full Time Truck Route, 860m long by 10m wide, two-way roadway with limited alternative access to the adjacent commercial/residential areas.
 - i) The Contractor shall maintain at least one lane for local access traffic along this street during construction;
 - ii) The Contractor shall be permitted to close sections of one lane of the roadway for repairs provided there is at least 100 metres between repair areas and each repair area is no longer than 100 metres;
 - iii) Intersecting streets and private/commercial approach access shall be maintained at all times;
 - iv) The Contractor shall provide flagpersons complete with radio control devices at both ends of the limits of work during asphalt paving operations.

(e) Harbison Avenue West, Leslie Avenue, Martin Avenue West and Stanier Street will be closed to all traffic. The Contractor shall sign the street "Road Closed " in accordance with the Manual of Temporary Traffic Control.

(f) Intersecting street and private approach access shall be maintained at all times.

E6.1.2 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.

E6.1.3 Pedestrian and ambulance/emergency vehicle access must be maintained at all times.

E7. REFUSE AND RECYCLING COLLECTION

E7.1 While access to refuse and/or recycling collection vehicles is restricted, on collection day(s) the Contractor shall move all of the affected property owners refuse and/or recycling materials to a nearby common area, prior to an established time, in accordance with E7.2 to permit the normal collection vehicles to collect the materials. Immediately following recycling collection the Contractor shall return recycling receptacles to the addresses marked on the receptacles.

E7.2 Collection Schedule:

Bronx Place from Kildonan Drive to Henderson Highway.

Collection Day(s): Day 2

Collection Time: 7:00 a.m.

Common Collection Area: Collection backlanes. Need to allow access to intersecting backlanes on Bronx Place.

Day Street from Larche Avenue to Gunn Road.

Collection Day(s): Day 4

Collection Time: 7:00 a.m.

Common Collection Area: Collection front Street. Need to allow access to Valde Avenue and commercial approaches or the Contractor shall move all of the affected property owners refuse and/or recycling materials to Larche/Day intersection.

Leslie Avenue from Glenwood Crescent to Silvia Street.

Collection Day(s): Day 2

Collection Time: 7:00 a.m.

Common Collection Area: Refuse collection backlane and Recycling collection front street. The Contractor shall move all of the affected property owners recycling materials to Leslie/Glenwood intersection.

Wiebe's Drive from Algonquin Avenue to Bonner Avenue.

Collection Day(s): Day 1

Collection Time: 7:00 a.m.

Common Collection Area: Collection front street. Need to allow access or the Contractor shall move all of the affected property owners refuse and/or recycling materials to Wiebe's/Bonner intersection.

Wynten Crescent from Grey Street to Grey Street.

Collection Day(s): Day 3

Collection Time: 7:00 a.m.

Common Collection Area: Collection front street. Need to allow access or the Contractor shall move all of the affected property owners refuse and/or recycling materials to Wynten/Grey intersection.

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

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 MOISTURE BARRIER/STRESS ABSORPTION GEOTEXTILE FABRIC

DESCRIPTION

E10.1 General

E10.1.1 This specification covers the supply and installation of Moisture Barrier/Stress Absorption Geotextile.

E10.1.2 Referenced Standard Construction Specifications

(a) CW 3130 – Supply and Installation of Geotextile Fabrics.

(b) CW 3410 – Asphaltic Concrete Pavement Works.

MATERIALS

E10.2 Mill Certificate and Bill of Lading

E10.2.1 Provide mill certificate and bill of lading in accordance with Section 2 of CW 3130.

E10.3 Storage and Handling

E10.3.1 Store and handle material in accordance with Section 2 of CW 3130.

E10.4 Moisture Barrier/Stress Absorption Geotextile Fabric

E10.4.1 Geotextile fabric will be non-woven.

E10.4.2 All physical property requirements are minimum average roll values determined in accordance with ASTM 4759. The moisture barrier/stress absorption geotextile fabric will meet or exceed the standards as follows:

PROPERTY	STANDARD	TEST METHOD
Grab Tensile Strength	0.40 kN	ASTM D4632
Grab Elongation	50%	ASTM D4632
Mullen Burst	1240 kPa	ASTM D3786

E10.4.3 Acceptable products will be Amoco-Petromat 4599, MIRAFI MIRAPAVE 400, NILEX-9W99 or an approved equal.

E10.5 Tack Coat

E10.5.1 Tack coat will be 150 – 200 asphalt cement supplied in accordance with Clause 5.4.2 of CW 3410.

CONSTRUCTION METHODS

E10.6 General

E10.6.1 Install moisture barrier/stress absorption geotextile fabric at the locations as shown on the Drawings or as directed by the Contract Administrator.

E10.6.2 Proceed with installation upon completion and acceptance of the asphalt levelling course.

E10.6.3 Ensure pavement surface is clean and free of all dirt, water, oil or foreign materials.

E10.6.4 Apply tack coat with a distribution truck in accordance with manufacturer's specifications and recommendations. Ensure uniform coverage of entire pavement surface.

E10.6.5 Install geotextile fabric in accordance with the manufacturer's specifications and recommendations.

E10.6.6 Only construction equipment required to place the final asphalt surface course will be allowed to travel on the exposed geotextile fabric.

E10.6.7 Replace damaged or improperly placed geotextile fabric.

E10.6.8 All fabric installed must be covered with asphalt the same day.

E10.6.9 Commence placement of asphalt material after the fabric has been placed over the full width of the pavement surface and accepted by the Contract Administrator.

E10.6.10 Ensure temperature of asphalt material does not exceed the melting point of the fabric.

MEASUREMENT AND PAYMENT

E10.7 Moisture Barrier/Stress Absorption Geotextile Fabric

E10.7.1 Supply and installation of Moisture Barrier/Stress Absorption Geotextile Fabric will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Moisture Barrier/Stress Absorption Geotextile Fabric". The area to be paid for will be the total number of square metres of geotextile fabric supplied and installed in accordance with this specification, accepted and measured by the Contract Administrator.

E10.7.2 The supply and application of the tack coat will be included in the payment for "Moisture Barrier/Stress Absorption Geotextile Fabric".

E11. RECYCLED CONCRETE LEVELLING COURSE MATERIAL

DESCRIPTION

E11.1 General

E11.1.1 This specification covers supply and placement of recycled concrete to be used as a levelling course for Full Depth Partial Slab Patches (Classes A, B, C, & D), Miscellaneous Concrete Slab Renewals, and Portland Cement Concrete Sidewalk.

E11.2 Definitions

E11.2.1 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 Levelling Course Material

E11.4.1 Base Course as specified in CW 3110 may be used in place of recycled concrete levelling course.

E11.4.2 Recycled concrete levelling course material will be approved by the Contract Administrator.

E11.4.3 Recycled concrete levelling 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.

E11.4.4 The recycled concrete levelling course material will be well graded and conform to the following grading requirements:

Recycled Concrete Levelling Course Material Grading Requirements

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

E11.4.5 Recycled concrete levelling course material when subjected to the abrasion test will have a loss of not more than 35% when tested in accordance with grading B of ASTM C131, Test for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

E11.4.6 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 Levelling Course Material

E11.5.1 Further to CW 3230 clause 9.2 , for class A, B, C & D Full-Depth Partial Slab Patching of Existing Slabs and Joints, where existing base is not adequate a maximum of 50

millimetres of recycled concrete levelling course shall be placed in accordance with this specification.

E11.5.2 Notwithstanding CW 3235 clause 3.2.5 , compact existing sub-grade and place recycled concrete levelling course as required to a maximum thickness of 50 millimetres in accordance with this specification.

E11.5.3 Further to CW 3325 clause 9.1, approved levelling course material shall be recycled concrete levelling course as specified herein.

E11.5.4 Spread materials uniformly to avoid segregation free of pockets of fine and coarse material.

E11.5.5 Level and compact to the finished elevation. Notwithstanding CW 3110, compact to 95% Standard Proctor Density for full depth partial slab patches and 90% Standard Proctor Density for miscellaneous concrete slab renewals and sidewalks.

E11.5.6 Maintain the finished material until the pavement or sidewalk is placed.

MEASUREMENT AND PAYMENT

E11.6 Recycled Concrete Levelling Course Material

E11.6.1 No measurement or payment will be made for material placed as a levelling course.

E11.6.2 No measurement or payment will be made for materials rejected by the Contract Administrator.

E12. REMOVAL OF EXISTING CULVERTS

DESCRIPTION

E12.1 General

E12.1.1 This specification covers the removal of existing culverts.

CONSTRUCTION METHODS

E12.2 Removal of Existing Culverts

E12.2.1 The Contractor shall remove existing culverts as directed by the Contract Administrator within the limits of the Contract.

E12.2.2 The Contractor shall dispose of culverts in accordance with section 3.4 of CW 1130.

E12.2.3 Salvaged culverts shall be delivered to the City of Winnipeg Yard, 849 Ravelston Avenue West or as directed by the Contract Administrator.

MEASUREMENT AND PAYMENT

E12.3 Removal of Existing Culverts

E12.3.1 The removal of existing culverts will be measured on a length basis for each size of culvert and paid for at the Contract Unit Price for "Removal of Existing Culverts". Length to be paid for will be the total number of linear metres removed, measured horizontally at grade, in accordance to this specification, accepted and measured by the Contract Administrator.

E12.3.2 Salvaging and delivery or disposal of the culverts shall be included in payment for "Removal of Existing Culverts" and no further payment shall be made.

E13. INSTALLATION OF PRE-CAST POLYMER CONCRETE TRENCH DRAIN SYSTEM, COMPONENTS AND CORRUGATED STEEL PIPE

DESCRIPTION

E13.1 General

E13.1.1 This specification covers the installation of pre-cast polymer concrete trench drain system, components and corrugated steel pipe, trench excavation, base course, appurtenances and related work.

E13.1.2 Referenced Standard Construction Specifications

- (a) CW 1130 – Site Requirements.
- (b) CW 3110 – Sub-Grade, Sub-Base and Base Course Construction.
- (c) CW 3310 – Portland Cement Concrete Pavement Works
- (d) CW 3610 – Installation of culverts

MATERIALS

E13.2 Base Course Material

E13.2.1 Base Course material will be supplied in accordance with Section 2.2 of CW 3110.

E13.3 Pre-cast Polymer Concrete Trench Channels, Catch Basin and Components

E13.3.1 Pre-cast polymer concrete trench drain system shall be: **Polydrain® Pre-cast Polymer Concrete Trench Drain System and Components** – manufactured by ABT®, INC. Winnipeg Supplier: NU-WEST CONSTRUCTION PRODUCTS INC.

E13.3.2 Pre-cast polymer concrete trench drain system and components will be supplied by the City of Winnipeg.

E13.4 Corrugated Steel Pipe

E13.4.1 Supply 3m - 250 mm diameter, 16 gauge corrugated steel pipe at four(4) locations.

E13.5 Portland Cement Concrete Pavement

E13.5.1 Portland Cement Concrete Pavement will be supplied in accordance with CW 3310.

CONSTRUCTION METHODS

E13.6 General

E13.6.1 Remove existing concrete pavement to a minimum length of 6 metres at locations as shown on the Drawings or as directed by the Contract Administrator in accordance with Section 3.1 of Specification CW 3110.

E13.6.2 Existing catch pits, drainage pipe and corrugated steel pipe shall be removed and paid for in accordance with Specification CW 2130.

E13.6.3 Excavate trench for trench drain system to the grade and dimensions shown on the Drawings or as directed by the Contract Administrator.

E13.6.4 Place and compact base course material in trench in accordance with Section 3.5 of Specification CW 3110 to a 75 millimetres compacted depth. Compact to a minimum of 100% Standard Proctor Density.

E13.6.5 Form trench for trench drain system to a minimum width of 1.0 metres at locations as shown on the Drawings or as directed by the Contract Administrator.

E13.6.6 Concrete pavement outside of trench drain system limits shall be in accordance with Specification CW 3230.

- E13.6.7 Install 600mm long 20M tie bars at 450mm O.C. within the limits of trench drain system shown on the drawings or as directed by the Contract Administrator in accordance with Specification CW 3310.
- E13.6.8 Construct and install pre-cast polymer concrete trench drain system as shown on the Drawings in accordance to manufacturer specifications and/or as directed by the Contract Administrator.
- E13.6.9 Install 250mm diameter corrugated steel pipe as shown on the Drawings or as directed by the Contract Administrator in accordance with Specification CW 3610.
- E13.6.10 Place portland cement concrete pavement around pre-cast polymer concrete trench drain system in accordance to manufacturer specifications or as directed by the Contract Administrator in accordance with Specification CW 3310.

MEASUREMENT AND PAYMENT

- E13.7 Pre-cast Polymer Concrete Trench Drain System, Components and Corrugated Steel Pipe
 - E13.7.1 Pre-cast polymer concrete trench drain system, components and corrugated steel pipe will be measured for payment on a unit basis and paid for at the Contract Unit Price for "Installation of Trench Drain System". Number of units to be paid for will be the total number of trench drain systems supplied and installed in accordance with this specification, accepted and measured by the Contract Administrator.
- E13.8 Supplying and Placing Portland Cement Concrete Pavement within Limits of Pre-cast Polymer Concrete Trench Drain System
 - E13.8.1 Supplying and placing portland cement concrete pavement within the limits of pre-cast polymer concrete trench drain system will be measured for payment on a volume basis and paid for at the Contract Unit Price per cubic metre for "Supplying and Placing Concrete Pavement". The volume to be paid for will be the total number of cubic metres of portland cement concrete pavement supplied and placed in accordance with this specification, accepted and measured by the Contract Administrator.