



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 95-2009

**SOUTHWEST RAPID TRANSIT CORRIDOR – STAGE 1: LAND DRAINAGE
CONSTRUCTION & ASSOCIATED WORKS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SOUTHWEST RAPID TRANSIT CORRIDOR – STAGE 1: LAND DRAINAGE CONSTRUCTION & ASSOCIATED WORKS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 18, 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. SITE INVESTIGATION

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

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in 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 on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B5.2.2 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.

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 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.

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.

B6.6.1 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.

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 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 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.

B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.6 deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B15.1(a).

B7. BID COMPONENTS

B7.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices;
- (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;

B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.

B7.3 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.

B7.4 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.

B7.4.1 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.

B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.

B7.6 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 B15.1(a).

B7.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.8 Bids shall be submitted to:

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

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.

B8.2.1 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, should 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.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- 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 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.
- B9.2 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 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

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; 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.
- B10.2 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>
- B10.3 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);

B10.4 Further to B10.3(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>)

B10.5 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.

B10.6 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.

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 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.

B11.1.1 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.

B11.1.2 All signatures on bid securities shall be original.

B11.1.3 The Bidder shall sign the Bid Bond.

B11.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.

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.

B11.2.1 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.

B11.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.

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.

B12. OPENING OF BIDS AND RELEASE OF INFORMATION

B12.1 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.

B12.1.1 Bidders or their representatives may attend.

B12.1.2 Bids 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 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>

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 (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B12.4 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.

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.

B14.1.1 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.

B14.1.2 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.

B14.1.3 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 B14.1.3(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 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.

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, or acceptable deviation there from (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (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 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.

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 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.

B15.4.1 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.

B15.4.2 Further to B15.1(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.

B16. AWARD OF CONTRACT

B16.1 The City will give notice of the award of the Contract 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.

B16.2.1 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, in accordance with B15.

B16.3.1 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 the installation of land drainage sewer and wastewater sewer and associated works for the proposed Southwest Rapid Transit Corridor Phase 1 through the Fort Rouge Yards.

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

- (a) Installation of concrete sewer pipe by trenchless and open-cut methods;
- (b) Installation of manholes;
- (c) Abandonment of sewers and manholes;
- (d) Restoration of gravel access roads, pavement, and boulevards;
- (e) Sewer video inspection.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is Dillon Consulting Limited, represented by:

Shane Cooper
Project Coordinator
200-895 Waverley Street
Winnipeg, MB R3T 5P4

Telephone No. (204) 453-2301
Facsimile No. (204) 452-4412

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

D4. CONTRACTOR'S SUPERVISOR

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

D5. NOTICES

D5.1 Except as provided for in 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 should 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 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 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 but in no event later than the date specified in C4.1 for the return of the executed Contract.

D11. SECURITY CLEARANCE

D11.1 Each individual proposed to perform the following portions of the Work:

- (a) any Work on private property;
- (b) any Work within City facilities other than:
 - (i) an underground structure such as a manhole;
 - (ii) in areas and at times normally open to the public;
- (c) communicating with residents and homeowners in person or by telephone;

shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.

D11.2 Prior to the commencement of any Work specified in D11.1, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier

than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.

- D11.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work specified in D11.1.
- D11.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- D11.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work specified in D11.1.

D12. ENVIRONMENTAL PROTECTION PLAN

- D12.1 Prior to commencing construction activities or delivery of materials to Site, the Contractor shall submit an Environmental Protection Plan for review and approval by Contract Administrator. The Environmental Protection Plan is to present a comprehensive plan to address known or potential environmental issues which may be present during construction. Where applicable, the Environmental Protection Plan shall include Subcontractor activities. The submission of the Site Environmental Plan to the Contract Administrator shall in no way relieve the Contractor of full responsibility for the success or failure of all the environmental management practices and procedures.
- D12.2 The Environmental Protection Plan shall address the following:
- (a) Name[s] of person[s] responsible for ensuring adherence to Environmental Protection Plan.
 - (b) Name[s] and qualifications of person[s] responsible for manifesting hazardous waste to be removed from Site.
 - (c) Name[s] and qualifications of person[s] responsible for training Site personnel.
 - (d) Erosion and sediment control plan which identifies type and location of erosion and sediment controls to be provided including monitoring and reporting requirements to assure that control measures are in compliance with erosion and sediment control plan, Federal, Provincial, and Municipal laws and regulations.
 - (e) Work area plan showing proposed activity in each portion of area and identifying areas of limited use or non-use. Plan to include measures for marking limits of use areas including methods for protection of features including vegetation to be preserved within authorized Work areas.
 - (f) Environmental Emergency Response: including procedures, instructions, and reporting in the event of unforeseen spill of regulated substance.
 - (g) Non-Hazardous solid waste disposal plan identifying methods and locations for solid waste disposal including clearing debris.
 - (h) Hazardous materials and waste management plan outlining storage, transportation and disposal.
 - (i) Air pollution control plan detailing provisions to assure that dust, debris, materials, and trash, do not become air borne and travel off project Site.
 - (j) Contaminant prevention plan that: identifies potentially hazardous substances to be used on job Site; identifies intended actions to prevent introduction of such materials into air, water, or ground; and details provisions for compliance with Federal, Provincial, and Municipal laws and regulations for storage and handling of these materials.
 - (k) Waste water management plan that identifies methods and procedures for management and/or discharge of waste waters which are directly derived from construction activities,

such as concrete wash or curing water, clean-up water, dewatering of ground water, hydrostatic test water, and water used in flushing of lines.

- (l) Monitor and report to ensure implementation of environmental protection measures.

D12.3 Fires

D12.3.1 Fires and burning rubbish or waste materials on-site is not permitted.

D12.4 Disposal of Waste

D12.4.1 Dispose all waste at licensed facilities or with licensed haulers.

D12.4.2 All waste disposal grounds receiving debris and construction waste from this project must be operated under the authority of a valid permit issued pursuant to MR 150 (latest edition) Waste Disposal Grounds Regulation under the Environment Act.

D12.4.3 Dispose of all sewage and septage from the on-site sanitary facilities in accordance with the Onsite Wastewater Management Systems Regulation MR 83/2003.

D12.4.4 Do not bury waste materials on-site.

D12.4.5 Do not dispose of solid or liquid wastes in drains or waterways.

D12.5 Hazardous Waste

D12.5.1 Definitions

- (a) Dangerous Goods: product, substance, or organism that is specifically listed or meets hazard criteria established in the Dangerous Goods Handling and Transportation Act or regulations including hazardous materials and wastes.
- (b) Hazardous Material: product, substance, or organism that is used for its original purpose; and that is either dangerous goods or a material that may cause adverse impact to environment or adversely affect health of persons, animals, or plant life when released into the environment.
- (c) Hazardous Waste: any hazardous material that is no longer used for its original purpose and that is intended for recycling, treatment or disposal.
- (d) Workplace Hazardous Materials Information System (WHMIS): a Canada-wide system designed to give employers and workers information about hazardous materials used in workplace. Under WHMIS, information on hazardous materials is provided on container labels, material safety data sheets (MSDS), and worker education programs. WHMIS is put into effect by combination of federal and provincial laws.

D12.5.2 Materials Management

- (a) Only bring on-site quantity of hazardous materials required to perform Work.
- (b) Maintain MSDSs in proximity to where materials are being used. Communicate this location to personnel who may have contact with hazardous materials.
- (c) Ensure personnel have been trained in accordance with Workplace Hazardous Materials Information System (WHMIS) requirements.

D12.5.3 Storage and Handling

- (a) Store and handle hazardous materials and wastes in accordance with applicable federal and provincial laws, regulations, codes, and guidelines.
 - (i) Sign storage areas.
 - (ii) Store and handle flammable and combustible materials in accordance with current Manitoba and National Fire Code of Canada requirements.
 - (iii) Do not transfer of flammable and combustible liquids in vicinity of open flames or heat-producing devices.

- (iv) Do not use flammable liquids having flash point below 38 degrees C, such as naphtha or gasoline as solvents or cleaning agents.
 - (v) Store flammable and combustible waste liquids for disposal in approved containers located in safe, ventilated area. Keep quantities to minimum.
 - (vi) Observe smoking regulations, smoking is prohibited in areas where hazardous materials are stored, used, or handled.
- (b) Keep no more than 100 litres of flammable and combustible liquids such as gasoline, kerosene and naphtha for ready use.
- (i) Store flammable and combustible liquids in approved safety cans bearing the Underwriters' Laboratory of Canada or Factory Mutual seal of approval.
 - (ii) Storage of quantities of flammable and combustible liquids exceeding 100 litres for Work purposes requires the written approval of the Contract Administrator.
 - (iii) Fuel storage exceeding 100L shall be a minimum distance of 100 metres from any water body and in compliance with the requirements of the Storage and Handling of Petroleum Products and Allied Products Manitoba Regulation 188/2001 of the Dangerous Goods Handling and Transportation Act.
- (c) Storage requirements for quantities of hazardous materials and wastes in excess of 5 kg for solids, and 5 litres for liquids:
- (i) Store hazardous materials and wastes in closed and sealed containers.
 - (ii) Label containers of hazardous materials and wastes in accordance with WHMIS.
 - (iii) Store hazardous materials and wastes in containers compatible with that material or waste.
 - (iv) Segregate incompatible materials and wastes. Ensure that different hazardous materials or hazardous wastes are not mixed.
 - (v) Store hazardous materials and wastes in secure storage area with controlled access.
 - (vi) Maintain clear egress from storage area.
 - (vii) Store hazardous materials and wastes in location that will prevent them from spilling into environment.
 - (viii) Store products on spill trays or berms with 110% capacity.
 - (ix) Do not store within 30 meters of a waterway or drain
 - (x) Have appropriate emergency spill response equipment available near storage area, including personal protective equipment.
 - (xi) Maintain inventory of hazardous materials and wastes, including product name, quantity, and date when storage began and disposal occurred. Maintain tipping and other disposal receipts.
- (d) Report spills or accidents immediately
- (i) to the Contract Administrator.
 - (ii) to Manitoba Conservations Accident Reporting Line at 204-944-4888 in accordance with Manitoba Regulation 439/87 of the Dangerous Goods and Transportation Act.
 - (iii) Submit a written spill report to the Contract Administrator outlining cause and proposed corrective action and Manitoba Conservation as required. Provide copies of reports submitted to Manitoba Conservation to the Contract Administrator.

D12.5.4 Transportation

- (a) Transport hazardous materials and wastes in accordance with the Manitoba Dangerous Goods Handling and Transportation Act.
 - (i) Ensure that trained personnel handle, offer for transport, or transport dangerous goods.

- (ii) Use licensed carrier authorized by provincial authorities to accept subject material.
- (iii) Label container[s] with legible, visible safety marks as prescribed by federal and provincial regulations.
- (iv) Provide photocopy of shipping documents and waste manifests to the Contract Administrator.
- (v) Track receipt of completed manifest from consignee after shipping dangerous goods. Provide a photocopy of completed manifest to the Contract Administrator.
- (vi) Report discharge, emission, or escape of hazardous materials immediately to the Contract Administrator and appropriate provincial authority. Take measures to control release.

D12.5.5 Disposal

- (a) Dispose of hazardous waste materials in accordance with applicable federal and provincial acts, regulations, and guidelines.
 - (i) Recycle hazardous wastes for which there is approved, cost effective recycling process available.
 - (ii) Send hazardous wastes to authorized hazardous waste disposal or treatment facilities.
 - (iii) Burning, diluting, or mixing hazardous wastes for purpose of disposal is prohibited.
 - (iv) Disposal of hazardous materials in waterways, storm or sanitary sewers, or in municipal solid waste landfills is prohibited.

D12.5.6 Erosion and Sediment Control

- (a) Develop an erosion control plan to control negative impacts on water and air quality; plan should meet these objectives:
 - (i) Prevent loss of soil during construction by storm water run-off and wind erosion.
 - (ii) Protect against erosion from stockpiled topsoil aggregates.
 - (iii) Prevent sedimentation of the land drainage system and receiving streams with dust, particulate matter or eroded sediment.
- (b) The Contractor shall supply, install, maintain and remove (as applicable and when no longer required) effective sediment control barriers and erosion control before starting Work that may result in the deposit of sediment into a ditch or water body to avoid potential impacts to fish and fish habitat.
 - (i) Erosion and sediment control measures and installations include, as required, silt socks around storm drains, silt fence barriers, erosion control blanket, straw wattles, and geotextile fabric as appropriate.
 - (ii) The Contractor shall routinely inspect all erosion and sediment control measures and installations and shall immediately repair any deficiencies.

D12.5.7 Work to Adjacent Waterways

- (a) Do not operate construction equipment in waterways and, where possible, avoid operating equipment within 30 meters of the waterway.
- (b) Do not use waterway beds for borrow material.
- (c) Do not dump excavated fill, waste material or debris in ditches or waterway.
- (d) Design and construct temporary crossings to minimize erosion to waterways.
- (e) Dispose of excavated materials above the high water mark and 30 meters way from a watercourse.

D12.5.8 Drainage

- (a) Provide temporary drainage and pumping as necessary to keep excavations and Site free from water.
- (b) Do not pump water containing suspended materials into waterways, sewer or drainage systems.
- (c) Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authority requirements.

D12.5.9 Reducing Site Disturbances

- (a) The Contractor shall not disturb, in any way, the embankment slopes, roadway shoulders, and adjacent ground surfaces areas outside the limits of the construction areas including the approved lay down, staging and access unless the Contractor has obtained written permission from the Contract Administrator. Such written permission will be granted if it can be shown that there is no alternative.
- (b) The Contractor shall minimize disturbance of any undeveloped areas on-site and maintain existing Site grading where indicated and where possible.
 - (i) Minimize stripping of topsoil and vegetation
 - (ii) Re-grade and plant vegetation on construction Site as soon as possible.
 - (iii) Avoid soil compaction where possible.

D12.5.10 Pollution Control

- (a) Maintain temporary erosion and pollution control features installed under this contract.
- (b) Maintain construction equipment in good working order. Control emissions from equipment.
- (c) Cover or wet down dry materials and stockpiled soils to prevent blowing dust and debris. Provide dust control for the construction Site, temporary and access roads.
- (d) Bring only clean fill, granular, rip rap and other similar construction materials to the project Site.

D13. DETAILED WORK SCHEDULE

D13.1 The Contractor shall provide the Contract Administrator with a detailed Work schedule at least five (5) Business Days prior to commencement of any Work.

D13.2 The detailed Work schedule shall consist of the following:

- (a) A Gantt chart of the Work; acceptable to the Contract Administrator.

D13.3 Further to D13.2, the Gantt chart shall clearly identify the start and completion dates of all of the following activities/ tasks that make up the Work. The Gantt chart shall show the time on a weekly basis, required to carry out the Work at each location. The time shall be on the horizontal axis and the Work at each location on the vertical axis.

SCHEDULE OF WORK

D14. COMMENCEMENT

D14.1 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.

D14.2 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 Safe Work Plan specified in D8;
 - (iv) evidence of the insurance specified in D9;

- (v) the performance security specified in D10;
 - (vi) the security clearances specified in D11;
 - (vii) the environmental protection plan specified in D12;
 - (viii) the detailed Work schedule specified in D13.
- (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.
 - (c) the Contractor has provided proof of CN Contractor Safety Training for each individual proposed to Work on the Site. Contractor to contact Christina Cusson at (204) 231-7805 for CN for Right of Entry and Safety Training requirements.
 - (d) The Contractor has attended a Transit safety meeting to be arranged by Tony Dreolini at 986-5574.
- D14.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent, subject to possession of property. It is assumed that all property will be in the City of Winnipeg's possession by May 1, 2009.
- D14.4 The City intends to award this Contract by May 1, 2009.
- D14.4.1 If the actual date of award is later than the intended date, the dates specified for Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D15. HOURS OF WORK

- D15.1 All Work shall be carried out between the hours of 07:00 and 22:00 Monday to Friday and between 09:00 and 21:00 Saturday.
- D15.2 No Work shall be performed outside the hours stated in D14.1 or on Sunday or statutory or civic holidays without written permission from the Contract Administrator. Approval will only be granted if it is in the best interests of the City to do so.

D16. WORKING DAYS

- D16.1 Further to GC:1.1(gg), should the Contractor choose to work on a Saturday or be permitted to work on Sunday, or a statutory or civic holiday as specified in D15, these days shall be classified as Working Days.
- D16.2 Further to GC:1.1(gg), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of Work while at another time a Working Day may be based on another type of Work. When more than one type of major Work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.
- D16.3 In the event that incidental Work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following Work of a major type, the City hereby reserves the right to charge Working Days on the incidental Work until such time as it is up to schedule.
- D16.4 When the major type of Work involves restoration of the Site to the condition it was prior to rainfall, Working Days shall not be charged.
- D16.5 The Contract Administrator will furnish the Contractor with a daily record for each major type of Work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged. This report is to be signed each day by an authorized representative of the Contractor.

D17. SUBSTANTIAL PERFORMANCE

- D17.1 The Contractor shall achieve Substantial Performance within seventy (70) consecutive Working Days of the commencement of the Work as specified in D14.
- D17.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D17.3 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.

D18. TOTAL PERFORMANCE

- D18.1 The Contractor shall achieve Total Performance within eighty (80) consecutive Working Days of the commencement of the Work as specified in D14.
- D18.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D18.3 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.

D19. LIQUIDATED DAMAGES

- D19.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City one thousand eight hundred dollars (\$1800) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.
- D19.2 The amount specified for liquidated damages in D19.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D19.3 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 dollars (\$1200) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- D19.4 The amount specified for liquidated damages in D19.3 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.
- D19.5 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D20. SCHEDULED MAINTENANCE

- D20.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Landscape maintenance as specified in CW 3510;
 - (b) Boulevard restoration as specified in CW 2110.

- D20.2 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

D21. JOB MEETINGS

- D21.1 Regular bi-weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D21.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D22. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D22.1 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).

MEASUREMENT AND PAYMENT

D23. PAYMENT

- D23.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D24. WARRANTY

- D24.1 Warranty is as stated in C13.

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. 95-2009

SOUTHWEST RAPID TRANSIT CORRIDOR – STAGE 1: LAND DRAINAGE CONSTRUCTION &
ASSOCIATED WORKS

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)

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)

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>
	COVER SHEET
LD-5279	DRAWING LIST
LD-5280	LEGEND
LD-5281	GENERAL ARRANGEMENT
LD-5282	FORT ROUGE YARDS – PLAN & PROFILE – STA. 1+010 TO 1+180
LD-5283	FORT ROUGE YARDS – PLAN & PROFILE – STA. 1+180 TO 1+480
LD-5284	FORT ROUGE YARDS – PLAN & PROFILE – STA. 1+480 TO 1+810
LD-5285	FORT ROUGE YARDS – PLAN & PROFILE – STA. 1+810 TO 2+090
LD-5286	FORT ROUGE YARDS – PLAN & PROFILE – STA. 2+090 TO 2+400
LD-5287	FORT ROUGE YARDS – PLAN & PROFILE – STA. 2+400 TO 2+700
LD-5288	TRANSIT BASE 1 – PLAN & PROFILE – STA. 1+000 TO 1+360
LD-5289	TRANSIT BASE 2 – PLAN & PROFILE – STA. 1+000 TO 1+200
LD-5290	TUNNEL – PLAN & PROFILE – STA. 1+000 TO 1+050
LD-5291	TUNNEL CS REROUTE – PLAN & PROFILE – STA. 0+950 TO 1+200
LD-5292	CATCH BASIN AND MANHOLE DETAILS

E2. SOILS INVESTIGATION REPORT

- E2.1 Further to C3.1, a portion of the geotechnical reports are provided to aid the Contractor's evaluation of the existing soil conditions. The National Testing and Klohn Crippen geotechnical reports are contained in Appendix 'A' and 'B' respectively. The geotechnical reports are provided to aid in the Contractor's evaluation of the existing soil conditions. The information presented is considered accurate at the locations and time of drilling as outlined in the appendices. However, variations in 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. The complete National Testing and Klohn Crippen geotechnical reports may be viewed at the Contract Administrator's Office upon request.

GENERAL REQUIREMENTS

E3. GRAVITY SEWERS

- E3.1 Further to CW 2130 clause 3.3, Class B bedding shall be used.
- E3.1.1 Class B bedding shall be as follows:

- (a) For SDR-35 PVC sewer installation, the bedding and initial backfill material shall be Type 2 as specified in table CW 2030.1 "Grading requirements for Imported Backfill";
- (b) For C76 concrete sewer installation, the bedding and initial backfill material shall be sand.

- E3.2 Further to CW 2130 clause 2.7, all large diameter manholes to CSA A257.4 and ASTM Standard C 76 Class II and C 478 (circular sections).
- E3.3 Open-cut excavations for pipe installation are to be vertical walled shafts supported by shoring cages with no more than 5 meters opening width at the surface of the excavation.
- E3.4 The UTM coordinates of all catchbasin lead risers are to be recorded by the Contractor for future reference, and capped with a fitted plug for future use.

E4. TRAFFIC CONTROL AND MAINTENANCE OF ACCESS

- E4.1 Traffic control shall be carried out in accordance with Section 3.7 of CW 1130 of the General Requirements.
- E4.2 Further to E4.1, should the Contract Administrator require that Work on Regional Streets be carried out at night, on Sundays, on public holidays or that Work be restricted or suspended during peak traffic hours, the Contractor shall comply without any additional compensation being considered to meet these requirements.
- E4.3 Regional Streets in this Contract are:
 - (a) Osborne Street.
- E4.4 Traffic control during construction shall be as follows:
 - (a) Osborne Street
 - (i) No lane closures.
 - (ii) No Work to take place on Osborne Street between 07:00 to 09:00 hours or between 15:30 and 17:30 hours, Monday to Friday.
 - (b) Glasgow Avenue
 - (i) Maintain one lane of traffic with street signed as "Road Closed – Local Access Only".
- E4.4.1 The Contractor shall provide a flag person to direct traffic without additional compensation at the request of the Contract Administrator.
- E4.5 The Contractor will have access to the open lanes of traffic during non-restricted hours provided flag persons are used in accordance with Section 3.12 of the City of Winnipeg, "Manual of Temporary Traffic Control in Work Areas on City Streets" to maintain traffic safety.
- E4.6 Further to Section 3.6 of CW 1130 of the General Requirements, the Contractor shall maintain safe pedestrian crossing at intersections at all times. If possible, only one pedestrian crossing at an intersection is to be blocked by construction at any one time. If more than one pedestrian crossing is blocked by construction at an intersection at the same time the Contractor shall provide flag persons to safely escort pedestrians across the intersection. The Contractor shall leave pedestrian crossing locations safe and free of equipment that may hamper pedestrians when no construction activities are being performed at a particular crossing location.
- E4.7 The Contractor shall not park company or private vehicles inside the barricaded Work zone in a manner that will block sightlines for vehicles and pedestrians approaching and crossing intersections.
- E4.8 Further to clauses 3.6 and 3.7 of CW 1130-R1:
 - (a) 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.

E4.9 Further to clause 3.7 of CW 1130-R1:

E4.9.1 The Contractor shall maintain safe passage for CN and VIA Rail vehicles along their respective service roads during and after construction.

E4.9.2 Construction shall not block any lanes of traffic or impede transit vehicle movements in the Transit Yards or the entrance to the Transit Yards at Osborne Street.

E5. CONFINED SPACE ENTRY

E5.1 The Contractor shall be aware that Hydrogen Sulphide Gas is present in all underground structures connected to the City's sewer systems, and has been known to accumulate in concentrations sufficient to cause serious harm or death to personnel who are not using adequate Personal Protective Equipment.

E5.2 The Contractor's attention is drawn to the Province of Manitoba Workplace Safety and Health Act ('the Act'), and the Regulations and Guidelines there-under pertaining to Confined Entry Work and in particular the requirements for conducting hazard/risk assessments and providing Personal Protective Equipment (PPE).

E5.3 The Contractor shall provide supplied air breathing apparatus conforming to the requirements of the Act, Regulations and Guidelines for the use of the Contract Administrator where confined space entry is required to allow for inspection of the Work.

E6. REMOVAL OF EXISTING FOUNDATIONS

E6.1 The Contractor shall remove all existing building slabs and foundation walls in the path of construction to the limits of excavation widths required for construction.

E6.2 The Contractor shall remove all foundation piles in the path of construction to the depth of a meter below the bottom of the excavation.

E6.3 The Contractor shall contact the Contract Administrator 24 hours prior to removal of slabs and/or foundations.

E6.4 Removal of existing slabs and foundations will be paid on a per tonne basis.

E7. VERIFICATION OF WEIGHTS

E7.1 All Material which is paid for on a weight basis shall be weighed on a scale certified by Consumer & Corporate Affairs, Canada.

E7.1.1 All weight tickets shall have the gross weight and the time and date of weighing printed by an approved electro/mechanical printer coupled to the scale.

E7.1.2 The tare weight and net weight may either be hand written or machine printed. All weights, scales and procedures shall be subject to inspection and verification by the Contract Administrator. Such inspection and verification may include, but shall not be limited to:

- (a) Checking Contractor's scales for consumer & Corporate Affairs certification seals;
- (b) Observing weighing procedures;
- (c) Random checking of either gross or tare weights by having such trucks or truck/trailer(s) combinations as the Contract Administrator shall select weighed at the nearest available certified scale;
- (d) Checking tare weights shown on delivery tickets against a current tare.

E7.2 The Contractor shall ensure that each truck or truck/trailer(s) combination delivering Material which is paid for on a weight basis carries a tare not more than one (1) month old.

E7.2.1 The tare shall be obtained by weighing the truck or truck/trailer(s) combination on a certified scale and shall show:

- (a) Upon which scale the truck or truck/trailers(s) combination as weighed;
- (b) The mechanically printed tare weight;
- (c) The license number(s) of the truck and trailer(s);
- (d) The time and date of weighing.

E8. EXCAVATION

E8.1 The Contractor shall stockpile on-site all suitable excavated Site material (free from frost heaving clays, silts, rock, rubble, and rubbish) in a location specified by the Contract Administrator.

E9. SURFACE RESTORATION

E9.1 Further to Section 3.3 of CW 1130 of the General Requirements, permanent surface restorations within the Winnipeg Transit facility including all sodding and pavement works shall be completed within five (5) Working Days from the date the pipe installation is completed.

E9.2 Where excavations are to be restored with 24-hour early opening concrete, the Contractor shall make it his first priority to; backfill and compact the excavation; pour the 24-hour concrete; where required, lay asphalt as soon as the 24-hour curing period is up; and open the closed lane to traffic.

E9.3 Where excavations can not be completely restored due to the onset of winter temperatures, temporary concrete shall be placed and maintained until such time that permanent restoration can take place. No separate measurement or payment will be made for installation, removal or maintenance of temporary concrete.

E9.4 All excavations to be backfilled and compacted in strict accordance with CW 2030.

E10. PROVISIONAL ITEMS

E10.1 The Provisional Items listed in Form B: Prices are part of the Contract.

E10.2 No Work listed under these provisions will be performed by the Contractor without prior authorization from the Contract Administrator. All Work carried out will be within the construction areas listed in the Specifications.

E10.3 Notwithstanding GC:7, the City reserves the right to diminish all or any portion of the Items of Work listed as Provisional Items and no claim shall be made for damages on ground of loss of anticipated profit or for any other reason.

E11. PROTECTION OF EXISTING TREES

E11.1 The Contractor shall take the following precautionary steps to avoid damage from his construction activities to existing boulevard trees within the limits of the construction area.

E11.1.1 Do not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of trees.

E11.1.2 Strap mature tree trunks with 25 x 150 x 2400 wood planks. Smaller trees shall be similarly protected using appropriately sized wood planks.

- E11.1.3 Excavations shall be carried out in a manner to minimize damage to existing root systems. Where roots must be cut to facilitate an excavation they shall be neatly pruned at the face of the excavation.
- E11.1.4 Work on Site shall be carried out in a manner to minimize damage to existing tree branches. Where damage to tree branches does occur, the Contractor shall neatly prune the damaged branch.
- E11.1.5 American elm trees shall not be pruned between April 1st and August 1st and Siberian elm trees between April 1st and July 1st of any year under provisions of The Dutch Elm Disease Act.
- E11.2 All damage to existing trees due to the Contractor's construction activities shall be repaired to the requirements and satisfaction of the City of Winnipeg, Public Works Department, Forestry Branch.
- E11.3 No separate measurement or payment will be made for protection of trees.

E12. PARTIAL SLAB PATCHES

- E12.1 Construct partial slab patches in accordance with CW 3230. Partial Slab Patches shall be measured on an area basis and paid for at the Contract Unit Price per square metre for "Partial Slab Patches" in Form B of the Bid Submission.
- E12.2 No separate measurement or payment will be made for Drilled Dowels or Tie Bars, the cost for which shall be included in the prices bid for Partial Slab Patches.

E13. MISCELLANEOUS CONCRETE SLAB RENEWALS - SIDEWALKS

- E13.1 Construct miscellaneous concrete slab renewals in accordance with CW 3235. Miscellaneous Concrete slab renewals for sidewalk shall be measured on an area basis and paid for at the Contract Unit Price per square metre for "Miscellaneous Concrete Slab Renewals – Sidewalk" in Form B of the Bid Submission.

E14. CONCRETE CURB RENEWALS

- E14.1 Construct concrete curb renewal in accordance with CW 3240. Concrete curb renewal shall be measured on a length basis and paid for at the Contract Unit Price per metre for "Concrete Curb Renewal" in Form B of the Bid Submission.

E15. OFFICE FACILITIES

- E15.1 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 15 square metres, a height of 2.4 m 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 a 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 signed as "No Smoking", and smoking will not be permitted in the building.
 - (f) The building shall be adequately lighted with fluorescent fixtures and have a minimum of two wall outlets.

- (g) The building shall be furnished with one drafting table, one meeting table, one stool, one legal size filing cabinet, and a minimum of 8 chairs.
- (h) 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.
- (i) 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 deemed necessary.

E15.2 The Contractor shall be responsible for all installation and removal costs, all operating costs, and the general maintenance of the office facilities.

E15.3 The office facilities will be provided from the date of the commencement of the Work to the date of Total Performance.

E16. PROPERTY ACQUISITION

E16.1 The Contractor is advised that there may be a delay in acquiring an easement in the area of manhole MH24 (see Drawing LD-5288). No separate measurement or payment will be made for delay or altering of the schedule of this Contract to accommodate the acquisition of this easement.

E17. COORDINATION OF CONTRACTORS

E17.1 The Contractor is advised that there may be other work being carried out in the Site pertaining to other Contracts for the Southwest Transit Corridor project during the course of this Contract. All efforts are to be made to ensure smooth coordination of Work between the Contractors involved.

E17.2 Further to E17.1, the installation of the combined sewer in this Contract in the vicinity of the future underpass may be affected by the schedule of the construction of the underpass. No separate measurement or payment will be made for delay or altering of the schedule of this Contract to accommodate the coordination of this Work.