



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 248-2010

**PROVINCE OF MANITOBA / CITY OF WINNIPEG / RURAL MUNICIPALITY OF
SPRINGFIELD
GUNN ROAD RECONSTRUCTION - PLESSIS ROAD TO REDONDA STREET**

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	4
Form G1: Bid Bond and Agreement to Bond	9
Form G2: Irrevocable Standby Letter of Credit and Undertaking	11

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Addenda	1
B5. Substitutes	2
B6. Bid Components	3
B7. Bid	3
B8. Prices	4
B9. Qualification	4
B10. Bid Security	5
B11. Opening of Bids and Release of Information	6
B12. Irrevocable Bid	6
B13. Withdrawal of Bids	7
B14. Evaluation of Bids	7
B15. Award of Contract	8

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Contract Administrator	1
D4. Contractor's Supervisor	2
D5. Notices	2
D6. Furnishing of Documents	2

Submissions

D7. Authority to Carry on Business	2
D8. Safe Work Plan	3
D9. Insurance	3
D10. Performance Security	4
D11. Subcontractor List	4
D12. Equipment List	4
D13. Detailed Work Schedule	4

Schedule of Work

D14. Commencement	5
D15. Restricted Work Hours	5
D16. Work By Others	5
D17. Sequence of Work	6
D18. Substantial Performance	8
D19. Total Performance	8
D20. Liquidated Damages	8
D21. Scheduled Maintenance	9

Control of Work

D22. Job Meetings	9
-------------------	---

D23. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	9
Warranty	
D24. Warranty	9
Form H1: Performance Bond	11
Form H2: Irrevocable Standby Letter of Credit	13
Form J: Subcontractor List	15
Form K: Equipment	16
Form L: Detailed Work Schedule	17

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Geotechnical Report	2
E3. Office Facilities	2
E4. Protection Of Existing Trees	2
E5. Traffic Control	3
E6. Traffic Management	3
E7. Water Obtained from The City	4
E8. Surface Restorations	4
E9. Salt Tolerant Grass Seeding	4
E10. Removal of Existing and Installation of New Asphalt at Rail Crossing	5
E11. Coordination of Construction with the Railway Companies	5
E12. Reclamation and Re-Use of Existing 150mm Limestone Sub-Base	6
E13. Removal of Existing Chain Link Fence	7
E14. Removal of Existing Wooden Fence	7
E15. Removal of Driveway Gates	8
E16. Relocation of Existing Chain Link Fence	8
E17. Relocation of Existing Wooden Fence	9
E18. Relocation of Driveway Gates	10
E19. Installation of Straw Wattles	10
E20. Removal of Pre-Cast Concrete Traffic Barriers	11
E21. Renewal of Existing Wooden Bollards	11
E22. Corrugated Steel Pipe – Remove and Reinstall	12
E23. Corrugated Steel Pipe – Tees, Wyes and Manholes	12
E24. Installation of Sub-Grade Drains	13
E25. Ditch inlet Grate	13

Appendix 'A' - Geotechnical Report

Appendix 'B' – CPR Guidelines

Appendix 'C' – Culvert Products

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 PROVINCE OF MANITOBA / CITY OF WINNIPEG / RURAL MUNICIPALITY OF SPRINGFIELD
GUNN ROAD RECONSTRUCTION - PLESSIS ROAD TO REDONDA STREET

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 13, 2010.
- 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) Gunn Road from Plessis Road to Redonda Street

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

- (i) Excavation;
- (ii) Removal of existing limestone sub-base from detour road;
- (iii) Concrete pavement and barrier curb removal (Day Street);
- (iv) Asphalt pavement removal from Gunn Road and Day Street;
- (v) Stripping of topsoil (detour road);
- (vi) Common excavation;
- (vii) Compaction of subgrade;
- (viii) Installation of sub-grade drains;
- (ix) Installation of catchbasins and connection pipe,
- (x) Placement of separation/reinforcement fabric;
- (xi) Placement of sub-base and base course materials;
- (xii) Supply and installation of corrugated metal pipes;
- (xiii) Ditch Excavation;
- (xiv) Ditch Grading;
- (xv) Placement of asphalt pavement (Type III, average thickness 75mm);
- (xvi) Topsoil and hydroseeding;
- (xvii) Placement of asphalt pavement (Type 1A, average thickness of 50mm);

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is Stantec Consulting Ltd., represented by:

Wayne Byczek, P. Eng.
Transportation Engineer
905 Waverley Street, Winnipeg, MB, R3T 5P4
Telephone No. (204) 489-5900
Facsimile No. (204) 453-9012

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

D4. CONTRACTOR'S SUPERVISOR

- D4.1 At the pre-construction meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D4.2 At least two (2) business days prior to the commencement of any Work on the site, the Contractor shall provide the Contract Administrator with a phone number where the supervisor identified in D4.1 or an alternate can be contacted 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, the Rural Municipality of Springfield, The Province of Manitoba and The Government of Canada, including authorized officials and representatives of the aforementioned, added as additional insureds, such liability policy to also contain a cross-liability clause, contractual liability, unlicensed motor vehicle liability (contractors' equipment), 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;
 - (i) Completed operations cover shall extend for a minimum of twenty-four (24) months beyond Total Performance date;
 - (ii) The policy shall provide coverage for the aforementioned entities as well as contractors and consultants and their directors, officers, employees and agents. A wrap-up liability policy, covering the entire Scope of Work may be purchased in place of a commercial general liability policy.
 - (b) Automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) to be retained at all times during the performance of the Work and until the date of Total Performance; such insurance may be met through the commercial general liability cover where applicable;
 - (c) Builder's Risk Insurance (Broad Form) including testing and commissioning, in the amount of one hundred percent (100%) of the total construction costs; written in the name of the Contractor, The City of Winnipeg and The Rural Municipality of Springfield and all other contractors, sub-contractors, engineering and architectural consultants etcetera;
 - (d) Any other insurances, carrying suitable limits and deductibles, as may be required to cover the scope of the Work;
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 The Contractor shall provide the Contract Administrator with a certificate of insurance of each policy, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the site.
- D9.4 The Contractor shall not cancel, or cause any such policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D9.5 The Contractor shall provide written notice to The City of Winnipeg of any material changes to their policies within thirty (30) days of the change taking effect.

D9.6 The City shall have the right to alter the limits and/or coverage's as reasonably required from time to time during the continuance of this agreement.

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. EQUIPMENT LIST

D12.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at or prior to a pre-construction meeting, or at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the C4.1 for the return of the executed Contract.

D13. DETAILED WORK SCHEDULE

D13.1 The Contractor shall provide the Contract Administrator with a detailed work schedule (Form L: 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.

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

- (a) a Gantt chart for the Work based on the C.P.M. schedule; and
all acceptable to the Contract Administrator.

D13.3 Further to D13.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:

D13.4 Further to D13.2(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

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 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 equipment list specified in D12;
 - (ix) the detailed work schedule specified in D13; 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.

D14.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent.

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) Concrete Box Culvert Construction – Bid Opportunity 923-2009 - Total Performance of the concrete box culvert contract is anticipated to be July 30, 2010. It is anticipated that roadworks surrounding the concrete box culvert may start following this specified date or as directed by the Contract Administrator ;
- (b) Geomatics Services Branch of Property Planning and Development – Various work on survey monuments at various locations through the site;

- (c) Manitoba Hydro - Relocation of the wood pole line along the west side and installing new street lights along the length of the project is anticipated to be completed by Manitoba Hydro. The Contractor is expected to cooperate with Manitoba Hydro to facilitate construction;
- (d) City of Winnipeg Traffic Services Department– Replace signs and paint lines. The Contractor is expected to cooperate with City of Winnipeg Traffic Services to facilitate construction;
- (e) Canadian Pacific Railway (CPR) – Widen existing crossing, level the tracks, renew the track bed, install new signals and protection arms. The Contractor is expected to cooperate with CPR and The City of Winnipeg Traffic Services to facilitate construction;
- (f) Central Manitoba Railway (CEMR) – Widen existing crossing, level the tracks, renew the track bed, install new signals and protection arms. The Contractor is expected to cooperate with CEMR and The City of Winnipeg Traffic Services to facilitate construction;

D17. SEQUENCE OF WORK

D17.1 Further to C6.1, the sequence of work shall be as follows:

D17.1.1 The Work shall be divided into three (3) phases along the length of Gunn Road. Phases are further subdivided into major items of work.

D17.1.2 **Phase I** – Gunn Road Reconstruction from Plessis Road to West of Day Street

(a) Stage I – Eastbound and Westbound lanes

- (i) Excavation;
- (ii) Removal of existing limestone sub-base from detour road;
- (iii) Concrete pavement and barrier curb removal (Day Street);
- (iv) Asphalt pavement removal from Gunn Road and Day Street;
- (v) Stripping of topsoil (detour road);
- (vi) Common excavation;
- (vii) Compaction of subgrade;
- (viii) Installation of sub-grade drains;
- (ix) Installation of catchbasins and connection pipe,
- (x) Placement of separation/reinforcement fabric;
- (xi) Placement of sub-base and base course materials;
- (xii) Supply and installation of corrugated metal pipes;
- (xiii) Ditch Excavation;
- (xiv) Ditch Grading;
- (xv) Placement of asphalt pavement (Type III, average thickness 75mm);
- (xvi) Topsoil and hydroseeding;
- (xvii) Placement of asphalt pavement (Type 1A, average thickness of 50mm);

D17.1.3 Placing the topsoil and finished grading of all boulevard and median areas shall be completed prior to commencing installation of asphaltic concrete Type 1A.

D17.1.4 **Phase 2** – Gunn Road Reconstruction from East of Day Street to Redonda Street

(a) Stage I – Eastbound and Westbound lanes

- (i) Excavation;

- (ii) Removal of existing limestone sub-base from detour road;
- (iii) Concrete pavement and barrier curb removal (Day Street);
- (iv) Asphalt pavement removal from Gunn Road and Day Street;
- (v) Stripping of topsoil (detour road);
- (vi) Common excavation;
- (vii) Compaction of subgrade;
- (viii) Installation of sub-grade drains;
- (ix) Installation of catchbasins and connection pipe,
- (x) Placement of separation/reinforcement fabric;
- (xi) Placement of sub-base and base course materials;
- (xii) Supply and installation of corrugated metal pipes;
- (xiii) Ditch Excavation;
- (xiv) Ditch Grading;
- (xv) Placement of asphalt pavement (Type III, average thickness 75mm);
- (xvi) Topsoil and hydroseeding;
- (xvii) Placement of asphalt pavement (Type 1A, average thickness of 50mm);

D17.1.5 Placing the topsoil and finished grading of all boulevard and median areas shall be completed prior to commencing installation of asphaltic concrete Type 1A.

D17.1.6 **Phase 3** – Day Street at Gunn Road Reconstruction

(a) Stage I – Northbound and Southbound Lanes

- (i) Excavation;
- (ii) Removal of existing limestone sub-base from detour road;
- (iii) Concrete pavement and barrier curb removal (Day Street);
- (iv) Asphalt pavement removal from Gunn Road and Day Street;
- (v) Stripping of topsoil (detour road);
- (vi) Common excavation;
- (vii) Compaction of subgrade;
- (viii) Installation of sub-grade drains;
- (ix) Installation of catchbasins and connection pipe,
- (x) Placement of separation/reinforcement fabric;
- (xi) Placement of sub-base and base course materials;
- (xii) Supply and installation of corrugated metal pipes;
- (xiii) Ditch Excavation;
- (xiv) Ditch Grading;
- (xv) Placement of asphalt pavement (Type III, average thickness 75mm);
- (xvi) Topsoil and hydroseeding;
- (xvii) Placement of asphalt pavement (Type 1A, average thickness of 50mm);

D17.1.7 Placing the topsoil and finished grading of all boulevard and median areas shall be completed prior to commencing installation of asphaltic concrete Type 1A.

D17.1.8 The removal of existing trees and driveway headwalls (one location) are considered incidental to excavation work and will not be paid for separately.

D17.1.9 At the end of any calendar day, Gunn Road and Day Street shall be safely open with no significant drop-off from the existing road to the newly reconstructed road. Both lanes of traffic shall be open to the public.

D17.1.10 Immediately following the completion of the asphaltic concrete works, the Contractor shall clean up the Site and remove all plant, surplus material, waste and debris, other than that left by the City or other Contractors.

D17.2 Further to C6.1, the sequence of work shall be as follows

D17.2.1 Construction activity on the intersection of Day Street at Gunn Road shall not commence until construction of the concrete box culvert, by others, is completed. This Work is expected to achieve Total Performance by July 30, 2010.

D17.2.2 The contractor is expected to have full-time flag-persons at each end of each Phase to advise each motorist of the limits of access. The flagperson shall not leave the site until the road is safely opened to traffic at the end of each work-day. The costs associated with flagperson(s) shall be considered incidental to the contract and is not considered a pay item.

D17.3 Further to C6.1, the sequence of work shall comply with the following:

D17.3.1 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 sections of Gunn Road under construction at any time.

D17.3.2 The Contractor shall not have two (2) sections of road closed between Plessis Road and Day Street or between Day Street and Redonda Street at the same time.

D18. SUBSTANTIAL PERFORMANCE

D18.1 The Contractor shall achieve Substantial Performance by Friday, October 01, 2010.

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 by Friday, October 08, 2010

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 Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City three-thousand

dollars (\$3,000) per working for each and every working following the day fixed herein for Substantial 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 Substantial Performance by the day fixed herein for same.

D20.3 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 three-thousand dollars (\$3,000) per working working for each and every working day following the day fixed herein for Total Performance during which such failure continues.

D20.4 The City shall 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) Reflective Crack Maintenance as specified in CW 3250-R7,
- (b) Sod and hydroseeding maintenance as specified in CW 3510-R9 and CW 3520-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 office. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of The City, one representative of the RM of Springfield and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, The City, the RM of Springfield 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 two (2) years thereafter, except where longer warranty periods are specified in the

respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

- D24.1.1 For the purpose of Performance Security, the warranty period shall be two (2) years.
- D24.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.
 - D24.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

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. 248-2010

PROVINCE OF MANITOBA / CITY OF WINNIPEG / RURAL MUNICIPALITY OF SPRINGFIELD
GUNN ROAD RECONSTRUCTION - PLESSIS ROAD TO REDONDA STREET

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. 248-2010

PROVINCE OF MANITOBA / CITY OF WINNIPEG / RURAL MUNICIPALITY OF SPRINGFIELD
GUNN ROAD RECONSTRUCTION - PLESSIS ROAD TO REDONDA STREET

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 / RURAL MUNICIPALITY OF SPRINGFIELD
GUNN ROAD RECONSTRUCTION - PLESSIS ROAD TO REDONDA STREET

<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		
Asphalt		
<u>Installation/Placement:</u>		
Geotextile Fabrics		
Planing		
Pavement Removal/Excavation		
Sub-base and Base Course		
Concrete		
Asphalt		
Topsoil / Sod		
Joint Sealant		
UNDERGROUND WORKS:		
<u>Supply of Materials:</u>		
Precast Concrete Catch Pit/Catch Basin/Risers		
Catch Pit/Catch Basin/Manhole Frames, Covers, Boxes and Ring Sections		
Drainage Pipe/ Sewer Service Pipe/ Fittings		
Corrugated Metal Pipes		
<u>Installation/Placement:</u>		
Precast Concrete Riser/Catch Pit/Catch Basin/Risers		
Catch Pit/Catch Basin/Manhole Frames, Covers, Boxes and Ring Sections		
Drainage Pipe/ Sewer Service Pipe/Fittings		
Corrugated Metal Pipes		

FORM K: EQUIPMENT
(See D12)

PROVINCE OF MANITOBA / CITY OF WINNIPEG / RURAL MUNICIPALITY OF SPRINGFIELD
GUNN ROAD RECONSTRUCTION - PLESSIS ROAD TO REDONDA STREET

<p>1. Category/type: Earthworks</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>2. Category/type: Asphalt Paving</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>3. Category/type: Concrete</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

FORM L: DETAILED WORK SCHEDULE
 (See D13)

PROVINCE OF MANITOBA / CITY OF WINNIPEG / RURAL MUNICIPALITY OF SPRINGFIELD
 GUNN ROAD RECONSTRUCTION - PLESSIS ROAD TO REDONDA STREET

For each item of Work, indicate the cumulative percentage proposed to be completed by the end of each time period until 100% completion is achieved.						
Items of Work	Percentage of Work Completed					
	Start	20%	40%	60%	80%	100%
Phase I – Gunn Road Reconstruction from Plessis Road to West of Day Street						
a) Stage I – Eastbound and Westbound lanes						
i) Excavation or road sub-grade;						
ii) Placement of geotextile;						
iii) Placement of 150mm limestone sub-base;						
iv) Placement of 50mm limestone sub-base;						
v) Installation of sub-grade drains;						
b) Stage 2 – Ditching and Culvert Installation						
i) Re-ditching and ditch excavation;						
ii) Installation of driveway and thru-grade culverts;						
c) Stage 3 – Placement of Type III Asphalt;						
d) Stage 4 – Final Grading, Topsoil and Landscaping;						
e) Stage 5 – Placement of Type 1A Asphalt.						
Phase 2 – Gunn Road Reconstruction from East of Day Street to Plessis Road						
a) Stage I – Eastbound and Westbound lanes						
i) Excavation or road sub-grade;						
ii) Placement of geotextile;						
iii) Placement of 150mm limestone sub-base;						
iv) Placement of 50mm limestone sub-base;						
v) Placement of sub-grade drains;						
b) Stage 2 – Ditching and Culvert Installation;						
i) Re-ditching and ditch excavation;						

ii) Installation of driveway and thru-grade culverts;						
c) Stage 3 – Placement of Type III Asphalt;						
d) Stage 4 – Final Grading, Topsoil and Landscaping;						
e) Stage 5 – Placement of Type 1A Asphalt.						
<u>Phase 3 – Day Street at Gunn Road Reconstruction</u>						
a) Stage I – Northbound and Southbound Lanes						
i) Excavation or road sub-grade;						
ii) Placement of geotextile;						
iii) Placement of 150mm limestone sub-base						
v) Placement of 50mm limestone sub-base;						
vi) Installation of sub-grade drains;						
b) Stage 2 – Ditching and Culvert Installation;						
i) Re-ditching and ditch excavation;						
ii) Installation of driveway and thru-grade culverts;						
c) Stage 3 – Placement of Type III Asphalt and Miscellaneous Concrete Works;						
d) Stage 4 – Final Grading, Topsoil and Landscaping;						
e) Stage 5 – Placement of Type 1A Asphalt.						

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
P-3318-01	Gunn Road – Plessis Road to Sta. 0+675	A1
P-3318-02	Gunn Road – Sta. 0+675 to Sta. 0+800	A1
P-3318-03	Gunn Road – Sta. 0+800 to Sta. 0+925	A1
P-3318-04	Gunn Road – Sta. 0+925 to Sta. 1+050	A1
P-3318-05	Gunn Road – Sta. 1+050 to Sta. 1+175	A1
P-3318-06	Gunn Road – Sta. 1+175 to Sta. 1+300	A1
P-3318-07	Gunn Road – Sta. 1+300 to Sta. 1+425	A1
P-3318-08	Gunn Road – Sta. 1+425 to Sta. 1+550	A1
P-3318-09	Gunn Road – Sta. 1+550 to Sta. 1+675	A1
P-3318-10	Gunn Road – Sta. 1+675 to Sta. 1+800	A1
P-3318-11	Gunn Road – Sta.1+800 to Sta. 1+925	A1
P-3318-12	Gunn Road – Sta. 1+925 to Sta. 2+050	A1
P-3318-13	Gunn Road – Sta. 2+050 to Sta. 2+175	A1
P-3318-14	Gunn Road – Sta. 2+175 to Sta. 2+300	A1
P-3318-15	Gunn Road – Sta. 2+300 to Sta. 2+425	A1
P-3318-16	Gunn Road – Sta. 2+425 to Sta. 2+550	A1
P-3318-17	Gunn Road – Sta.2+550 to Sta. 2+675	A1
P-3318-18	Gunn Road – Sta. 2+675 to Sta. 2+800	A1
P-3318-19	Gunn Road – Sta. 2+800 to Sta. 2+925	A1
P-3318-20	Gunn Road – Sta. 2+925 to Sta. 3+050	A1
P-3318-21	Gunn Road – Sta. 3+050 to Sta. 3+175	A1
P-3318-22	Gunn Road – Sta. 3+175 to Sta. 3+300	A1
P-3318-23	Gunn Road – Sta. 3+300 to Sta. 3+410	A1
P-3318-24	Gunn Road – Sta. 3+410 to Sta. 3+550	A1
P-3318-25	Gunn Road – Sta. 3+550 to Sta. 3+675	A1
P-3318-26	Gunn Road – Sta. 3+675 to Sta. 3+800	A1
P-3318-27	Gunn Road – Sta. 3+800 to Sta. 3+925	A1
P-3318-28	Day Street – Sta. 1+000 to Sta. 1+120	A1
P-3318-29	Gunn Road – Sta. 1+120 o Sta. 1+172	A1

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 20 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 ^ 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, a legal size filing cabinet and a table with enough chairs to accommodate weekly Site meetings.
- (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:

- (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 CW3410.
- (b) In accordance with the Manual of Temporary Traffic Control in Work Areas on City Streets, the Contractor ("Agency" in the manual) shall make arrangements with the Traffic Services Branch 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 Branch 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:

- E6.1.1 Gunn Road shall not be completely closed to traffic, but may be closed between driveways.
- E6.1.2 Following the installation of the 50m limestone sub-base, the contractor shall open another driveway by driveway section and allow traffic to drive on the 50mm limestone until the contractor returns to install the limestone base course.
- E6.1.3 The Contract Administrator will advise affected area business and residential properties of the work via mail-outs.
- E6.1.4 The Contractor and the Contract Administrator will advise each property directly of the timelines for driveway closure with a formal Notice of Driveway Closure.
- E6.1.5 Should the Contractor be unable to maintain pedestrian or vehicular 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.
- E6.1.6 The contractor shall limit the duration of Gunn Road and driveway closures to within the normal working day while the contractor is on-site.
- E6.1.7 Gunn Road shall be opened to both lanes of traffic to local access only before the contractor leaves the site each day and shall remain open for after hours and on weekends.
- E6.1.8 No complete closures of Day Street shall be allowed at any time during construction.
- E6.1.9 The contractor is responsible for road surface maintenance during the course of construction, during all stages and phases.
- E6.1.10 Pedestrian and ambulance/emergency vehicle access must be maintained at all times.

E7. WATER OBTAINED FROM THE CITY

- E7.1 Further to clause 3.7 of CW 1120, the Contractor shall pay for all costs, including sewer charges, associated with obtaining water in accordance with the Waterworks By-law. Sewer charges will not be assessed for water obtained from a hydrant.

E8. SURFACE RESTORATIONS

- E8.1 Further to clause 3.3 of CW 1130, when Total Performance is not achieved in the year the Contract is commenced, the Contractor shall temporarily repair any Work commenced and not completed to the satisfaction of the Contract Administrator. The Contractor shall maintain the temporary repairs in a safe condition as determined by the Contract Administrator until permanent repairs are completed. The Contractor shall bear all costs associated with temporary repairs and their maintenance.

E9. SALT TOLERANT GRASS SEEDING

DESCRIPTION

- E9.1 Further to CW 3520 and CW3540, this specification shall cover sub-grade preparation and the supply and placement of Salt Tolerant Grass Seed.

MATERIALS

- E9.2 Salt Tolerant Grass Seed

- E9.2.1 Salt Tolerant Grass Seed for regional and collector boulevards, medians and interchange areas shall be a mixture composed of:
- (a) Seventy percent (70%) Fults or Nuttals Alkaligrass (*Puccinellia* spp.), twenty percent (20%) Audubon or Aberdeen Creeping Red Fescue and ten percent (10%) Perennial Ryegrass.

EQUIPMENT

- E9.3 Scarification equipment shall be suitable for the area being scarified, shall be capable of scarifying the sub-grade to the specified depth and shall be accepted by the Contract Administrator. For confined areas a toothed bucket may be acceptable. For larger areas tilling equipment may be required.

CONSTRUCTION METHODS

- E9.4 Preparation of Existing Grade

- E9.4.1 Prior to placing topsoil, in areas to be seeded greater in width than 600mm, prepare the existing sub-grade by scarifying to a minimum depth of 75mm and to a maximum depth of 100mm to the satisfaction of the Contract Administrator.

- E9.4.2 Scarification shall consist of breaking up and loosening the sub-grade. No scarification shall occur within the edge of a tree canopy (or drip line).

- E9.5 Salt Tolerant Grass Seeding

- E9.5.1 Salt Tolerant Grass Seed shall be sown at a rate of 2.2 kilograms per 100 square meters.

MEASUREMENT AND PAYMENT

- E9.6 Supply, placement and maintenance of Salt Tolerant Grass Seed will be paid for at the Contract Unit Price per square metre for "Salt Tolerant Grass Seeding", measured as specified herein, which price shall be payment in full for supplying all materials and for completing all operations herein described and all other items incidental to the work included in this Specification. Payment for Salt Tolerant Grass Seeding shall be in accordance with the following:

- (a) One-Hundred Percent (100%) percent of quantity following supply and placement.

E10. REMOVAL OF EXISTING AND INSTALLATION OF NEW ASPHALT AT RAIL CROSSING

DESCRIPTION

E10.1 General

- E10.1.1 This specification covers the removal of existing and installation of new asphalt at rail crossing

- E10.2 Remove existing asphalt and install new asphalt as shown on the drawings or as directed by the Contract Administrator.

CONSTRUCTION METHODS

- E10.3 The Contractor shall be responsible for removing the existing asphalt at the railway crossing at the existing roadway. The Contractor shall coordinate with Canadian Pacific Railway (CP), as directed by the Contract Administrator.

- E10.4 The Contractor shall be responsible for installing a new asphaltic concrete overlay at the railway crossing. The Contractor shall coordinate with Canadian Pacific Railway (CP), as directed by the Contract Administrator.

MEASUREMENT AND PAYMENT

- E10.5 Removal of the asphalt will be measured on a unit basis and shall be paid for at the Contract Unit Price for "Pavement Removal – Asphalt Pavement".

- E10.6 Installation of a new asphalt crossing will be measured on a unit basis and shall be paid for at the Contract Unit Price for "Construction of Asphaltic Concrete Overlay – Tie-ins and Approaches".

E11. COORDINATION OF CONSTRUCTION WITH THE RAILWAY COMPANIES

E11.1 General Requirements

- E11.1.1 The Contractor shall be responsible to meet all railway companies, Canadian Pacific Railway (CP) and Central Manitoba Railway (CEMR) constraints, requirements, and safety measures.

E11.2 Description of Work

- E11.2.1 Prior to the Contractor commencing Work within the railway property, the railway companies will have prepared their tracks such that the Contractor will construct the new travelled surface of the road to the outer face of the track crossing surfaces. The Contractor shall construct the proposed road to the requirements of the drawing details or as directed by CPR or CEMR.

- E11.2.2 CP and CEMR have advised there is normally a few trains per day.

- E11.2.3 All sections of Appendix 'B' covering railway requirements apply.

E11.3 Railway Flagging Costs

- E11.3.1 The railway companies will provide a Protecting Foreman for the protection of the railway's plant and equipment and the cost of such shall be borne by the Contractor. No measurement for payment will be made for performing all operations herein described and all other items incidental to the Work described.

E11.4 CP Requirements

E11.4.1 CP Requirements are included in Appendix 'B'. The Contractor is advised that the requirements are applicable to all of the Contractor's personnel and equipment crossing CP tracks and property.

E11.5 Working Within the Rail Right-of-Way

E11.5.1 The Contractor shall minimize the time working within the rail right-of-way. The Contractor shall only enter the right away for;

- (a) Construction of the new rail crossing;
- (b) Construction of the pavement and related works adjacent to the rail and only if required;
- (c) Working with CP within the right-of-way and;
- (d) Using the Temporary Crossing.

E12. RECLAMATION AND RE-USE OF EXISTING 150MM LIMESTONE SUB-BASE

DESCRIPTION

E12.1 The existing Day Street Detour Road is constructed of 150mm and 50mm limestone sub-base underlain by a woven geotextile. The 150mm limestone sub-base is of variable thickness and the 50mm limestone is an average of 250mm thick.

E12.2 Under this contract, the 150mm and 50mm limestone sub-base is required to be salvaged for re-use on this project as a 150mm limestone sub-base.

E12.3 Referenced Standard Construction Specifications

- (a) CW 2030 – R7, Excavation, Bedding and Backfill
- (b) CW 3110 – R11, Sub-Grade, Sub-Base and Base Course Construction

CONSTRUCTION METHODS

E12.4 Once the Day Street Shoo-Fly Detour is no longer required, the Contractor shall excavate the 150mm limestone sub-base and 50mm limestone base course from the detour and re-use on other portions of the Work as directed by the Contract Administrator.

E12.5 Care must be taken to avoid fouling the material with clay or other deleterious materials.

E12.6 Any material that is deemed unsalvageable by the Contract Administrator shall be removed and disposed of off site.

E12.7 Placement of the sub-base will be accordance with CW 2030 and CW 3110.

MEASUREMENT AND PAYMENT

E12.8 The excavation, loading, hauling, placing and compaction of the 150mm limestone sub-base and the 50mm limestone sub-base from the Day Street Shoo-Fly Detour will be measured on volume basis and paid for at the Contract Unit Price for "Reclamation and Re-Use of Existing 150mm Limestone".

E12.9 The volume to be paid for will be the total number of cubic metres of salvaged and placed sub-base in accordance with the specification, accepted and measured by the Contract Administrator

E12.10 No measurement or payment will be made for materials rejected by the Contract Administrator. Materials rejected will be considered as typical excavation under the original contract documents.

E13. REMOVAL OF EXISTING CHAIN LINK FENCE

DESCRIPTION

- E13.1 The contractor is required to remove the existing chain link fence and fence posts along several properties to facilitate construction of the ditch.
- E13.2 Referenced Standard Construction Specifications
(a) CW 3550 – R2

CONSTRUCTION METHODS

- E13.3 A condition assessment of the existing chain link fence shall be completed prior to removal and relocation to identify and existing damage to the existing chain link fence.
- E13.4 Existing chain link fencing designated for removal shall be carefully removed and salvaged. All chain link fencing components and all hardware shall be salvaged for reuse and stockpiled on or adjacent to the affected property.
- E13.5 The Contractor shall remove the fence posts and concrete bases. The post holes remaining following the removal of the fencing shall be backfilled and compacted to the satisfaction of the Contract Administrator. All concrete rubble shall be removed and disposed of by the Contractor.
- E13.6 In the event of damage to any materials by the Contractor, the Contractor shall immediately notify the Contract Administrator and make all repairs or replacements.

MEASUREMENT AND PAYMENT

- E13.7 The removal and salvaging of existing chain link fences will be measured on a length basis and paid for at the Contract Unit Price for "Removal of Existing Chain Link Fence". The length to be paid for will be the total number of metres of chain link fence removed and salvaged in accordance with this specification, accepted and measured by the Contract Administrator.

E14. REMOVAL OF EXISTING WOODEN FENCE

DESCRIPTION

- E14.1 The contractor is required to remove the existing wooden fence and wood fence posts along one property to facilitate construction of the ditch.
- E14.2 Referenced Standard Construction Specifications
(a) CW 3550 – R2

CONSTRUCTION METHODS

- E14.3 A condition assessment of the existing chain link fence shall be completed prior to removal and relocation to identify and existing damage to the existing chain link fence.
- E14.4 Existing wooden fencing designated for removal shall be carefully removed and salvaged. All fencing components and all hardware shall be salvaged for reuse and stockpiled on or adjacent the affected property.
- E14.5 The Contractor shall remove the fence posts and concrete bases (if applicable). The post holes remaining following the removal of the fencing shall be backfilled and compacted to the satisfaction of the Contract Administrator. All concrete rubble shall be removed and disposed of by the Contractor.
- E14.6 In the event of damage to any materials by the Contractor, the Contractor shall immediately notify the Contract Administrator and make all repairs or replacements.

MEASUREMENT AND PAYMENT

- E14.7 The removal and salvaging of existing wooden fence will be measured on a length basis and paid for at the Contract Unit Price for "Removal of Existing Wooden Fence". The length to be paid for will be the total number of metres of wooden fence removed and salvaged in accordance with this specification, accepted and measured by the Contract Administrator.

E15. REMOVAL OF DRIVEWAY GATES

DESCRIPTION

- E15.1 The contractor is required to remove existing private gates and gate posts on the direction of the Contract Administrator to facilitate construction of the ditch.

CONSTRUCTION METHODS

- E15.2 A condition assessment of the existing driveway gates and gate posts shall be completed prior to removal and relocation to identify and existing damage to the existing gates and gate posts.
- E15.3 Existing private gates and gate posts designated for removal shall be carefully removed and salvaged. All gate and gate post hardware shall be salvaged for reuse and stockpiled on or adjacent the affected property.
- E15.4 The Contractor shall remove the gate, gate posts and concrete bases. The post holes remaining following the removal of the fencing shall be backfilled and compacted to the satisfaction of the Contract Administrator. All concrete rubble shall be removed and disposed of by the Contractor.
- E15.5 In the event of damage to any materials by the Contractor, the Contractor shall immediately notify the Contract Administrator and make all repairs or replacements.

MEASUREMENT AND PAYMENT

- E15.6 The removal and salvaging of private gates and gate posts will be measured on a per removal basis and paid for at the Contract Unit Price for "Removal of Driveway Gates". The item will be paid for based on each gate and gate posts removal in accordance with this specification, accepted and measured by the Contract Administrator.

E16. RELOCATION OF EXISTING CHAIN LINK FENCE

DESCRIPTION

- E16.1 The contractor is required to remove and reinstall the existing chain link fence and fence posts along several properties to facilitate construction of the ditch.
- E16.2 Referenced Standard Construction Specifications
(a) CW 3550 – R2

CONSTRUCTION METHODS

- E16.3 A condition assessment of the existing chain link fence shall be completed prior to removal and relocation to identify and existing damage to the existing chain link fence. Damaged or unsalvageable chain link fence components shall be replaced on the direction of the Contract Administrator and will be paid for separately.
- E16.4 Existing chain link fencing designated for removal and relocation shall be carefully removed and salvaged. All chain link fencing components and all hardware shall be salvaged for reuse and temporarily stockpiled on or adjacent to the affected property.

E16.5 The Contractor shall remove the fence posts and concrete bases. The post holes remaining following the removal of the fencing shall be backfilled and compacted to the satisfaction of the Contract Administrator. All concrete rubble shall be removed and disposed of by the Contractor.

E16.6 In the event of damage to any materials by the Contractor, the Contractor shall immediately notify the Contract Administrator and make all repairs or replacements.

E16.7 Re-install chain link fence in accordance with CW 3550. Additional materials required for the reinstallation of the chain link fence will be in accordance with E17.3.

MEASUREMENT AND PAYMENT

E16.8 The re-installation of salvaged chain link fences will be measured on a length basis and paid for at the Contract Unit Price for "Relocation of Existing Chain Link Fence". The length to be paid for will be the total number of metres of relocated chain link fence in accordance with this specification, accepted and measured by the Contract Administrator.

E16.9 No measurement or payment will be made for new chain link fence materials needed to be replaced due to contractor damage during removals or reinstallation.

E17. RELOCATION OF EXISTING WOODEN FENCE

DESCRIPTION

E17.1 The contractor is required to remove and relocate the existing wooden fence and wood fence posts along one property to facilitate construction of the ditch.

E17.2 Referenced Standard Construction Specifications
(a) CW 3550 – R2

CONSTRUCTION METHODS

E17.3 A condition assessment of the existing wooden fence shall be completed prior to removal and relocation to identify and existing damage to the existing wooden fence. Damaged or unsalvageable wooden fence components shall be replaced on the direction of the Contract Administrator and will be paid for separately.

E17.4 Existing wooden fencing designated for removal and relocation shall be carefully removed and salvaged. All fencing components and all hardware shall be salvaged for reuse and temporarily stockpiled on or adjacent the affected property.

E17.5 The Contractor shall remove the fence posts and concrete bases (if applicable). The post holes remaining following the removal of the fencing shall be backfilled and compacted to the satisfaction of the Contract Administrator. All concrete rubble shall be removed and disposed of by the Contractor.

E17.6 In the event of damage to any materials by the Contractor, the Contractor shall immediately notify the Contract Administrator and make all repairs or replacements.

E17.7 Re-install wooden fence in accordance with CW 3550 and in adherence with the existing format of the fence. Additional materials required for the reinstallation of the wooden fence will be in accordance with E18.3.

MEASUREMENT AND PAYMENT

E17.8 The removal and reinstallation of existing wooden fence will be measured on a length basis and paid for at the Contract Unit Price for "Relocation of Existing Wooden Fence". The length to be paid for will be the total number of metres of wooden fence relocated in accordance with this specification, accepted and measured by the Contract Administrator.

E18. RELOCATION OF DRIVEWAY GATES

DESCRIPTION

- E18.1 The contractor is required to remove and relocate existing private gates and gate posts on the direction of the Contract Administrator to facilitate construction of the ditch.

CONSTRUCTION METHODS

- E18.2 A condition assessment of the existing driveway gates and gate posts shall be completed prior to removal and relocation to identify and existing damage to the structures.
- E18.3 Existing private gates and gate posts designated for removal shall be carefully removed and salvaged. All gate and gate post hardware shall be salvaged for reuse and stockpiled on or adjacent the affected property.
- E18.4 The Contractor shall remove the gate, gate posts and concrete bases. The post holes remaining following the removal of the fencing shall be backfilled and compacted to the satisfaction of the Contract Administrator. All concrete rubble shall be removed and disposed of by the Contractor.
- E18.5 In the event of damage to any materials by the Contractor, the Contractor shall immediately notify the Contract Administrator and make all repairs or replacements.
- E18.6 Re-install driveway gate posts and gates in accordance with CW 3550 and in the same format as existing conditions. Additional materials required for the reinstallation of the driveway gate posts or driveway gates will be in accordance with E19.3.

MEASUREMENT AND PAYMENT

- E18.7 The removal and salvaging of private gates and gate posts will be measured on a per removal basis and paid for at the Contract Unit Price for "Relocation of Driveway Gates". The item will be paid for based on each gate and gate posts relocated in accordance with this specification, accepted and measured by the Contract Administrator.

E19. INSTALLATION OF STRAW WATTLES

DESCRIPTION

- E19.1 Straw wattles are required to be installed as erosion control measures to mitigate any deleterious materials from entering the Land Drainage System.

MATERIALS

- E19.2 The straw wattles shall be Stenlog or other biodegradable straw wattles.

CONSTRUCTION METHODS

- E19.3 Install 300mm Stenlog or other straw wattle sediment control material in accordance with the manufacturer's specifications around all riprap areas related to drainage inlets and outlets, and catch basins within seeded areas.
- E19.4 Install straw wattles so that no gaps exist between the soil and the bottom of the wattle, and the ends of adjacent wattles are overlapped 150mm minimum to prevent water and sediment passing. Achieve a tight seal between the wattle segments.
- E19.5 Dogleg terminal ends of straw wattle up the slope to prevent channeling of sedimentation.
- E19.6 Use 300mm wooden stakes to fasten straw wattle to the soil. Place stakes on each side of the straw wattle, lying across the natural fibre twine, spaced 1200mm on centre. Leave 30 to 50mm of wood stake exposed above the wattle.

- E19.7 Avoid damage to wattles. Damaged areas of wattles should be cut and tied off, then treated as terminal ends.

E20. REMOVAL OF PRE-CAST CONCRETE TRAFFIC BARRIERS

DESCRIPTION

- E20.1 Precast Concrete Traffic Barriers will be on-site for protection of road users from construction activities related to the box culvert construction. These pre-cast concrete traffic barriers shall be removed by the contractor under this contract.

CONSTRUCTION METHODS

- E20.2 The Contractor shall arrange to pick up, load and deliver the pre-cast concrete traffic barriers from the intersection of Gunn Road at Day Street and deliver to The City of Winnipeg Bridge Yard at 849 Ravelston Avenue West by contacting Mike Terleski at 794-8510.
- E20.3 The Contractor shall supply all necessary equipment for loading, hauling, unloading and storing of the barriers.
- E20.4 In the event of damage to any materials by the Contractor, the Contractor shall immediately notify the Contract Administrator and make all repairs or replacements.

MEASUREMENT AND PAYMENT

- E20.5 Removal of Pre-Cast Concrete Traffic Barriers will be measured by each unit removed and safely delivered to the Ravelston Avenue West Yard as acceptable to the Contract Administrator. This item of work will be paid for at the Contract Unit Price each for "Removal of Pre-Cast Concrete Traffic Barriers" performed in accordance with this Specification and accepted by the Contract Administrator.

E21. RENEWAL OF EXISTING WOODEN BOLLARDS

DESCRIPTION

- E21.1 The Contractor is required to remove the existing wooden bollards and install new pressure treatment wooden bollards with appropriate spacing at the extension of Brookshire Street to Gunn Road.

CONSTRUCTION METHODS

- E21.2 The Contractor shall remove the existing wooden bollards. The bollard holes remaining shall be backfilled and compacted to the satisfaction of the Contract Administrator. All wood and concrete rubble shall be removed and disposed of by the Contractor.
- E21.3 The contractor shall supply and install the new wooden bollards and install of new wooden bollards. Installation of new wooden bollards will be completed once the work related to path and sidewalk construction is complete.
- E21.4 The bollards shall be pressure treated wooden bollards with a diameter of 250mm as per The City of Winnipeg Specifications.

MEASUREMENT AND PAYMENT

- E21.5 Measurement and payment will be based on the total number of bollards removed and reinstated in accordance with the Contract Administrator or their representative. This item of work shall include any materials, equipment, labour, etc and all items related thereto that are not identified under a separate item of work.

E22. CORRUGATED STEEL PIPE – REMOVE AND REINSTALL

DESCRIPTION

- E22.1 The Contractor is required to remove and re-install existing corrugated metal pipes of various diameters along the length of the project to achieve the new grades of the ditches.
- E22.2 Referenced Standard Construction Specifications
(a) CW 3550 – R2

CONSTRUCTION METHODS

- E22.3 The Contractor shall remove and reinstall existing culverts designated for reinstallation within the limits of the Contract on the direction of the Contract Administrator.
- E22.4 The excavation for the removal of existing culverts outside of proposed pavements shall be backfilled to Class 4 standards in accordance with CW 2030. The excavation for removal of existing culverts under proposed pavements shall be backfilled to Class 2 standards in accordance with CW 2030.
- E22.5 The culverts shall be removed so as not to damage the pipe sections. Where culverts are coupled, the sections shall be separated prior to removal.
- E22.6 Culverts that are deemed unsalvageable by the Contract Administrator shall be removed and disposed of off site.
- E22.7 Salvaged culverts shall be delivered to the City of Winnipeg, Public Works Department, Ravelston Yard.
- E22.8 Installation of the culvert shall be in accordance with the Standard Construction Specifications CW 3610- R3.

MEASUREMENT AND PAYMENT

- E22.9 Remove and Reinstall of existing culverts shall be paid for at the Contract Unit Price per lineal meter for "Corrugated Steel Pipe - Removal and Reinstall," which price shall be payment in full for the supply of all materials and performing all operations required to complete the Work as specified.

E23. CORRUGATED STEEL PIPE – TEES, WYES AND MANHOLES

DESCRIPTION

- E23.1 Several locations along this project require the installation of a corrugated steel pipe manhole, corrugated steel pipe "tees" and corrugated steel pipe cross-pipes.
- E23.2 For reference purposes, typical sketch plans for the manholes, tees, crosses and ditch inlet grates are provided in Appendix "C".

MATERIALS

- E23.3 The corrugated steel pipes shall be Steelcor or an approved equivalent as provided on sketch plans in Appendix "C".

CONSTRUCTION METHODS

- E23.4 The Contractor is required to supply and install the required "tees", "crosses", manholes and ditch inlet grates in accordance with the manufacturer's specifications.
- E23.5 The work includes supply, installation, excavation, bedding materials, and backfill materials.

MEASUREMENT AND PAYMENT

- E23.6 Measurement and payment shall be based on a Lump Sum price bid for each installation as approved by the Contract Administrator. The item of work shall include all required labour, materials, equipment and all incidental items thereto that are not identified under a separate item of work.

E24. INSTALLATION OF SUB-GRADE DRAINS

DESCRIPTION

- E24.1 The installation of sub-grade drains is required for the long-term performance of the road and sub-grade and effectively drains the water from the surface of the sub-grade to the open ditches running parallel to Gunn Road. The drains require excavation of the edge of the road cut to the ditch bottom with sufficient longitudinal grade to achieve positive drainage. The width of the sub-grade drain is 1.5 meters with a depth of 150mm of 50mm clean limestone sub-base.

MATERIALS

- E24.2 The sub-grade drain geotextile shall be a non-woven drainage fabric meeting The City of Winnipeg Standard Construction Specifications Approved Products list.
- E24.3 The sub-grade drain stone shall be a 50mm clean limestone.
- E24.4 The clay backfill material above the sub-grade drain shall be approved materials from the excavation of Gunn Road.

CONSTRUCTION METHODS

- E24.5 The installation of the sub-grade drain shall include excavation of the sub-grade to a width of 1.5 meters and extend longitudinally with a minimum of 2.0% slope to the ditch.
- E24.6 The drainage fabric shall be installed with sufficient length to allow wrapping of the 50mm limestone in its entirety.
- E24.7 The 50mm clean limestone shall be placed on the geotextile to a minimum width of 1.5 meter by 450mm depth.
- E24.8 The contractor shall minimize the deleterious materials entering the sub-grade drain during construction.

MEASUREMENT AND PAYMENT

- E24.9 Measurement and payment shall be based on the lineal meter length of approved sub-grade drain installed as approved by the Contract Administrator. The item of work shall include all required labour, materials, equipment and all incidental items thereto that are not identified under a separate item of work.

E25. DITCH INLET GRATE

DESCRIPTION

- E25.1 This specification covers the supply and installation of ditch inlet grates on catchbasins.
- E25.2 Refer to Appendix "C" for a sketch of the required ditch inlet grate.

MATERIALS

- E25.3 All steel shall be supplied in accordance with details on the construction drawings. All steel shall be hot dip galvanized and all hardware shall be stainless steel. Ditch Inlet Grate shall be Shopost iron Works MK-A1 or approved equal.

CONSTRUCTION METHODS

- E25.4 The Contractor shall be required to supply and install ditch inlet grates on drainage inlets shown on the Drawings.
- E25.5 The ditch inlet grate shall be understood to include the supply and installation of all anchor steel, grate steel, and hardware. All concrete material shall be included in the unit price bid for the catchbasins.
- E25.6 The ditch inlet grate shall be securely fastened to the drainage inlets as shown on the Drawings and as approved by the Contract Administrator.
- E25.7 Any galvanized surfaces that are damaged shall be coated with a galvanizing compound approved by the Contract Administrator.

MEASUREMENT AND PAYMENT

- E25.8 The supply and installation of ditch inlet grates will not be measured for payment and shall be included in the payment for "Installation of Ditch Inlet Grate".
- E25.9 Supply and installation concrete pinned curb will be paid for at the contract unit price for each unit installed for "Pinned concrete curb" as specified herein, which price shall be payment in full for performing all operations herein described and all other items incidental to the work included in this Specification.