



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 601-2013

**2013 CITY OF WINNIPEG/PROVINCE OF MANITOBA THIN BITUMINOUS OVERLAY
(TBO) PROGRAM CONTRACT 1**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 2013 City of Winnipeg/Province of Manitoba Thin Bituminous Overlay (TBO) Program Contract 1

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 24, 2013.
- 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 D4.1.
- 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. CONFIDENTIALITY

- B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
 - (b) becomes publicly known other than through the Bidder; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.

- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B15.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9, in accordance with B7.6, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B15.1(a).

B7. BID COMPONENTS

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices, 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;
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B7.4.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid.
- B7.4.2 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.
- B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B15.1(a).
- B7.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Bids shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8. BID

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her 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/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 12 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her 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/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B9. PRICES

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 For the convenience of Bidders, and pursuant to B7.4.2 and B15.4.2, 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/>
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. QUALIFICATION

B10.1 The Bidder shall:

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

B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);

B10.4 Further to B10.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B10.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. BID SECURITY

B11.1 The Bidder shall provide bid security in the form of:

- (a) a bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
- (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, and undertaking issued by a bank or other financial institution registered to

conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form included in the Bid Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or

- (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.

- B11.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B11.1.2 All signatures on bid securities shall be original.
- B11.1.3 The Bidder shall sign the Bid Bond.
- B11.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.
- B11.2 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B11.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B11.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.
- B11.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.
- B11.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Bid Opportunity.

B12. OPENING OF BIDS AND RELEASE OF INFORMATION

- B12.1 Bids will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Division, or in such other office as may be designated by the Manager of Materials.
 - B12.1.1 Bidders or their representatives may attend.
 - B12.1.2 Bids determined by the Manager of Materials, or his/her designate, to not include the bid security specified in B11 will not be read out.
- B12.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B12.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B12.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B13. IRREVOCABLE BID

- B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.
- B13.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid.

B14. WITHDRAWAL OF BIDS

- B14.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B14.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Bid withdrawn.
- B14.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B13.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

B15. EVALUATION OF BIDS

- B15.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B6.
- B15.2 Further to B15.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B15.3 Further to B15.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B15.4 Further to B15.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

- B15.4.1 Further to B15.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B15.4.2 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.

B16. AWARD OF CONTRACT

- B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B16.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B16.2.1 Without limiting the generality of B16.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B16.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B15.
- B16.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her 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) Thin Bituminous Overlay (TBO)
 - (i) Herman Ave - King Edward St / Bentley St
 - (ii) Allan Blye Dr - Amber TI / Leila Ave
 - (iii) Inglis St - Manitoba Ave / Selkirk Ave
 - (iv) Huber St - Manitoba Ave / Selkirk Ave
 - (v) N/B Panet Rd - Keenleyside St / 70m N of Munroe Ave
 - (vi) Panet Rd - Warman Rd / CNR X-ing N of Mission St
 - (vii) Willis Wyatt Place- Sunglow Road to end
 - (viii) Madeline St - Regent Ave W / Victoria Ave W
 - (ix) Blostein Bay - North Meadow Dr / North Meadow Dr
 - (x) Filbert Cr - Concordia Ave / Perfaniuk Dr
 - (xi) Radley Bay - Whittington Rd / Filbert Cr
 - (xii) Whittington Rd - Concordia Ave / Filbert Cr
 - (xiii) Avaco Dr - Antrim Rd / Antrim Rd
 - (xiv) Pipeline Rd - Leila Ave / Mariner Cr (including Leila/Pipeline intersection)
 - (xv) Ambergate Dr - Pipeline Rd / Amber TI
 - (xvi) Amber TI - Allan Blye Dr / Courland Bay
 - (xvii) Gateway Rd - Headmaster Row / Knowles Ave
 - (xviii) Bonner Ave - Brahms Bay / Raleigh St
 - (xix) Riverwest Rd - Glencairn Rd / Fernbank Ave
 - (xx) Red Oak Dr - Stefanie Dr / Molson St

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

- (a) Thin Bituminous Overlay (TBO)
 - (i) Planing of existing asphalt and/or concrete pavements (for headers)
 - (ii) Full depth concrete repairs of existing slabs and joints
 - (iii) Partial depth asphalt patching of existing joints (Blostein Bay)
 - (iv) Adjustment of drainage inlets, water valves, manholes and catch basins
 - (v) Curb and sidewalk repairs
 - (vi) Placement of asphalt overlay (average thickness 55mm)
- (b) Construction Notices
 - (i) The Contractor is responsible for preparation and delivery of notices to residents at least **24 hours** prior to asphaltting.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is MMM Group Ltd., represented by:

Vilko Maroti, C.E.T., P.Eng.
Manager, Transportation Engineering

Telephone No. 204 943-3178

Facsimile No. 204 943-4948

D4.2 At the pre-construction meeting, Vilko Maroti will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4.3 Bids Submissions must be submitted to the address in B7.8

D5. CONTRACTOR'S SUPERVISOR

D5.1 At the pre-construction meeting, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2 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 D5.1 or an alternate can be contacted twenty-four (24) hours a day to respond to an emergency.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

(a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;

(b) the Contract, all deliverables produced or developed; and

(c) any statement of fact or opinion regarding any aspect of the Contract.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D7. NOTICES

D7.1 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.

D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D7.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the facsimile number identified in D4.1.

- D7.3 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 facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services

Facsimile No.: 204-947-9155

D8. FURNISHING OF DOCUMENTS

- D8.1 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/her at cost.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 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.

D10. SAFE WORK PLAN

- D10.1 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.
- D10.2 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>

D11. INSURANCE

- D11.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
 - (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.
- D11.2 Deductibles shall be borne by the Contractor.

D11.3 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in the C4.1 for the return of the executed Contract.

D11.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D12. PERFORMANCE SECURITY

D12.1 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.

D12.1.1 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.

D12.2 If the bid security provided in his/her Bid was not a certified cheque or draft pursuant to B11.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site and in no event later than the date specified in the C4.1 for the return of the executed Contract.

D13. SUBCONTRACTOR LIST

D13.1 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.

D14. DETAILED WORK SCHEDULE

D14.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract.

D14.2 The detailed work schedule shall consist of the following:

- (a) a Gantt chart for the Work;
all acceptable to the Contract Administrator.

D14.3 Further to D14.2(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

D15. COMMENCEMENT

D15.1 The Contractor shall not commence any Work until he/she is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.

D15.2 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 D9;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the twenty-four (24) hour emergency response phone number specified in D5.2.
 - (iv) the Safe Work Plan specified in D10;
 - (v) evidence of the insurance specified in D11;
 - (vi) the performance security specified in D12;
 - (vii) the subcontractor list specified in D13; and
 - (viii) the detailed work schedule specified in D14.
- (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.

D15.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent.

D15.4 The City intends to award this Contract by August 14, 2013.

D15.4.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D16. WORKING DAYS

D16.1 Further to C1.1(jj);

D16.1.1 The Contract Administrator will determine daily if a Working Day has elapsed and will record his/her assessment. On a weekly basis the Contract Administrator will provide the Contractor with a record of the Working Days assessed for the preceding week. The Contractor shall sign each report signifying that he/she agrees with the Contract Administrator's determination of the Working Days assessed for the report period.

D16.1.2 Work done to restore the Site to a condition suitable for Work, shall not be considered "work" as defined in the definition of a Working Day.

D16.1.3 When the Work includes two or more major types of Work that can be performed under different atmospheric conditions, the Contract Administrator shall consider all major types of Work in determining whether the Contractor was able to work in assessing Working Days.

D17. RESTRICTED WORK HOURS

D17.1 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.

D18. WORK BY OTHERS

D18.1 Work by others on or near the Site will include but not necessarily be limited to:

- (a) Manitoba Hydro, manhole adjustments;
- (b) MTS, manhole adjustments;
- (c) City of Winnipeg Traffic Services, Vehicle Detector Loops;
- (d) Sewer lining by others on Pipeline Rd and Allen Blye Dr.

D19. SEQUENCE OF WORK

D19.1 Further to C6.1, the sequence of work shall comply with the following:

- D19.1.1 Providing that the Work on each street is completed in a similar order to the order that the Work was commenced in, the Contractor will be permitted to have a maximum of three (3) streets under construction at any one time. Completion of a street means that all of the necessary concrete, asphalt including approaches and landscaping Work is completed to the satisfaction of the Contract Administrator.
- D19.1.2 Where the Contractor utilizes two (2) or more crews that work independently on the same major component of the Work as identified in D2, the Contract Administrator may approve an increase to the maximum number of streets under construction at any time.
- D19.1.3 Placing the topsoil and finished grading of all boulevard and median areas shall be completed prior to commencing construction of asphaltic concrete overlays, including scratch courses.

D20. SUBSTANTIAL PERFORMANCE

- D20.1 The Contractor shall achieve Substantial Performance within thirty-five (35) consecutive Working Days of the commencement of the Work as specified in D15.
- D20.2 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.
- D20.3 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.

D21. TOTAL PERFORMANCE

- D21.1 The Contractor shall achieve Total Performance within thirty-seven (37) consecutive Working Days of the commencement of the Work as specified in D15.
- D21.2 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.
- D21.3 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.

D22. LIQUIDATED DAMAGES

- D22.1 If the Contractor fails to achieve Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:
- (a) Substantial Performance – three thousand dollars (\$3,000.00);
 - (b) Total Performance – five hundred dollars (\$500.00).
- D22.2 The amounts specified for liquidated damages in D22.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance or Total Performance by the days fixed herein for same.
- D22.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D23. SCHEDULED MAINTENANCE

- D23.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Seeding as specified in CW 3520-R7;
 - (b) Sodding as specified in CW 3510-R9.
- D23.2 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

D24. JOB MEETINGS

- D24.1 Regular weekly job meetings will be held at the office of MMM Group Ltd. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D24.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D25. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D25.1 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).

D26. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D26.1 Further to B10.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B10.4.

MEASUREMENT AND PAYMENT

D27. PAYMENT

- D27.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D28. WARRANTY

- D28.1 Notwithstanding C13.2, the warranty period shall begin on the date of Substantial Performance and shall expire one (1) year thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.
- D28.2 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.
- D28.2.1 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 D12)

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. 601-2013

2013 City of Winnipeg/Province of Manitoba Thin Bituminous Overlay (TBO) Program Contract 1 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 D12)

(Date)

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

RE: PERFORMANCE SECURITY – BID OPPORTUNITY NO. 601-2013

2013 City of Winnipeg/Province of Manitoba Thin Bituminous Overlay (TBO) Program Contract 1

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 (2007 Revision), International Chamber of Commerce Publication Number 600.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
00	COVER SHEET, LOCATION PLAN, AND DRAWING LIST	11x17
01	HERMAN AVE, ALLAN BLYE DR, INGLIS ST, HUBER ST	11x17
02	N/B PANET RD, PANET RD, WILLIS WYATT PLACE, MADELINE ST	11x17
03	BLOSTEIN BAY, FILBERT CR, RADLEY BAY, WHITTINGTON RD	11x17
04	AVACO DR, PIPELINE RD (INCLUDING LEILA/PIPELINE INTERSECTION), AMBERGATE DR, AMBER TL	11x17
05	GATEWAY RD, BONNER AVE, RIVERWEST RD, RED OAK DR	11x17

E2. PROTECTION OF EXISTING TREES

- E2.1 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:
- The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of trees.
 - 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.
 - 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.
 - 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.

E2.2 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/her designate.

E2.3 No separate measurement or payment will be made for the protection of trees.

E2.4 Except as required in clause E2.1(c) and E2.1(e), Elm trees shall not be pruned at any time between April 1 and July 31.

E3. TRAFFIC CONTROL

E3.1 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.

E4. TRAFFIC MANAGEMENT

E4.1 Further to clause 3.7 of CW 1130:

E4.1.1 The Contractor shall schedule construction activities to meet the following:

- (a) At least one lane for local access traffic shall be maintained along all Thin Bituminous Overlay (TBO) streets during construction. At least one intersection on adjacent bays shall be open at a time.
- (b) Local access and/or bus traffic shall be maintained when possible as determined by the Contract Administrator. The road shall be closed to traffic only with the approval of the Contract Administrator.
- (c) Intersecting street and private approach access shall be maintained at all times.

E4.1.2 Should the Contractor be unable to maintain an existing access to a residence or business, he/she 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.

E4.1.3 Pedestrian and ambulance/emergency vehicle access must be maintained at all times.

E5. REFUSE AND RECYCLING COLLECTION

E5.1 While access to refuse and/or recycling collection vehicles is restricted, on collection day(s) the Contractor shall move all of the affected property owners refuse and/or recycling materials to a nearby common area, prior to an established time to permit the normal collection vehicles to collect the materials. Immediately following recycling collection the Contractor shall return recycling receptacles to the addresses marked on the receptacles.

E5.2 The Contractor will be responsible for determining the collection schedule for all streets identified in D2.1.

E5.3 No measurement or payment will be made for the work associated with this specification.

E6. WATER OBTAINED FROM THE CITY

E6.1 Further to clause 3.7 of CW 1120, the Contractor shall pay for all costs, including sewer charges, associated with obtaining water from the City in accordance with the Waterworks and Sewer By-laws.

E7. SURFACE RESTORATIONS

E7.1 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.

E8. PARTIAL DEPTH PATCHING OF EXISTING JOINTS

DESCRIPTION

E8.1 General

E8.1.1 This specification covers the Partial Depth Patching of existing concrete pavement joints.

E8.2 Referenced Standard Construction Specifications

(a) CW 3230 – Full-Depth Patching of Existing Slabs and Joints

(b) CW 3410 – Asphalt Concrete Pavement Works

MATERIALS

E8.3 Asphalt Materials

E8.3.1 Asphalt material will be Type 1A supplied in accordance with Sections 5 and 6 of CW 3410.

E8.4 Tack Coat

E8.4.1 Tack Coat will be undiluted SS-1 emulsified asphalt or approval equal.

CONSTRUCTION METHODS

E8.5 Planing of Joints

E8.5.1 Plane existing joints designated by the Contract Administrator to a minimum depth of 50 mm and a maximum of depth 90 mm (not to exceed depth of reinforcement steel) to remove ravelled or deteriorated concrete. Width of joint to be planed will vary with depth.

E8.5.2 Should the depth of joint deterioration exceed the maximum indicated, as determined by the Contract Administrator, the entire joint shall be renewed and paid for in accordance with CW 3230 as a full depth joint repair. Planing completed shall be paid for in accordance with Section 8.7 of this specification

E8.5.3 Dispose of material in accordance with Section 3.4 of CW 1130.

E8.6 Placement of Asphalt Material

E8.6.1 Prior to placement of asphalt material, the planed joint shall be swept or blow clean of any loose material.

- E8.6.2 Apply Tack Coat uniformly on the entire surface of the planed joint. The application rate shall not exceed 0.23 litres per square metre. The planed joint shall be dry prior to applying the tack coat.
- E8.6.3 Place and compact asphalt material in accordance with Section 9.3 of CW 3410 to the satisfaction of the Contract Administrator. The finished elevation of the patch shall be flush with surrounding pavement surface.
- E8.6.4 Compact the asphalt material to an average 95% of the 75 blow Marshall Density of the paving mixture with no individual test being less than 90 %.
- E8.6.5 Ensure that no traffic is allowed to travel over the patched area until the asphalt has cooled to atmospheric temperature.

MEASUREMENT AND PAYMENT

- E8.7 Partial Depth Planing of Existing Joints
- E8.7.1 Partial Depth Planing of Existing Joints will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Partial Depth Planing of Existing Joints". The area to be paid for will be the total number of square metres of joints planed in accordance with this specification, accepted and measured by the Contract Administrator.
- E8.8 Asphalt Patching of Partial Depth Joints
- E8.9 Asphalt Patching of Partial Depth Joints will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Asphalt Patching of Partial Depth Joints". The area to be paid for will be the total number of square metres of joints patched in accordance with this specification, accepted, and measured by the Contract Administrator.

E9. ADJUSTMENT OF CURB INLET FRAME DESCRIPTION

DESCRIPTION

- E9.1 This specification shall supplement CW 3210.

CONSTRUCTION METHODS

- E9.2 Adjust curb inlet frames in accordance with CW 3210 Section 3.4 without constructing a new inlet box.

MEASUREMENT OF PAYMENT

- E9.3 Adjusting curb inlet frames shall be measured on a unit basis and paid for at the Contract Unit Price for "Adjustment of Curb Inlet Frame". The number to be paid for will be the total number of curb inlet frames adjusted in accordance with this specification, accepted and measured by the Contract Administrator.

E10. INSTALLATION OF CITY OF WINNIPEG PROVIDED CGI RISERS

DESCRIPTION

- E10.1 The Contractor shall be responsible for the installation of curb and gutter inlet (CGI) risers, which will be provided by the City of Winnipeg.

MEASUREMENT AND PAYMENT

- E10.2 Installation of City of Winnipeg Provided CGI Risers shall be measured on a unit basis and paid for at the Contract Unit Price for "Installation of City of Winnipeg Provided CGI Risers". The number to be paid for will be the total number of CGI Risers installed in accordance with this specification, accepted and measured by the Contract Administrator,

E11. OPERATING CONSTRAINTS FOR WORK IN CLOSE PROXIMITY TO A FEEDERMAIN

DESCRIPTION

E11.1 General

- (a) This Section details operating constraints for all Work to be carried out in close proximity to Feeder mains that may be located on Northbound Panet Road, Avaco Drive, Bonner Avenue, Gateway Road, and Panet Road. Close proximity shall be deemed to be any construction activity within a 5 m offset from the centreline of the Feeder main.
- (b) All Feeder mains are critical components of the City of Winnipeg Regional Water Supply System and work in close proximity to the pipeline shall be undertaken with an abundance of caution. The pipe cannot be taken out of service for extended periods to facilitate construction and inadvertent damage caused to the pipe would likely have catastrophic consequences.
- (c) Work around Feeder mains shall be planned and implemented to minimize the time period that work is carried out in close proximity to the pipe and to ensure that the pipeline is not subjected to excessive construction related loads, including excessive vibrations and/or concentrated or asymmetrical lateral loads during backfill placement.

E11.2 Submittals

- (a) Submit proposed construction equipment specifications to the Contract Administrator for review seven (7) days prior to construction. The submissions need to include sufficient data on operational weights, dimensions, and payloads to facilitate assessment that the proposed construction equipment is not in excess of the typical construction loading that this assessment was based on. Submittal shall include:
 - (i) Equipment operating weight and dimensions including wheel or track base, track length or axle spacing, track widths or wheel configurations
 - (ii) Payload weights
 - (iii) Load distributions in the intended operating configuration
- (b) Submit a Construction Method Statement with proposed construction plan including haul routes, excavation equipment locations, loading positioning and base construction sequencing, to the Contract Administrator for review seven (7) days prior to construction. Do not commence construction until the Construction Method Statement has been reviewed and accepted by the Contract Administrator.

CONSTRUCTION METHODS

E11.3 Contractors carrying out repair Work or working in close proximity to the Feeder main shall meet the following conditions and technical requirements: As per City of Winnipeg Specification CW 3110.

- (a) Pre-work, Planning and General Execution
 - (i) No Work shall commence at the Site until the Equipment Specifications and Construction Method Statement have been submitted and accepted, and the Feeder main location has been clearly delineated in the field. Work over the Feeder main shall only be carried out with equipment that has been reviewed and quantified in terms of its loading implications on the pipe. All proposed construction equipment must be submitted to Contract Administrator for review prior to construction. Work in areas in close proximity to the Feeder main shall only be carried out with equipment that has been reviewed and quantified in terms of its loading implications by the Contract Administrator.
 - (ii) Contact the City of Winnipeg WWD Department, Construction Services Coordinator (Duane Baker) prior to construction.
 - (iii) Notify WWD well in advance of construction to coordinate required service interruptions.

- (iv) Where Work is in close proximity to the Feedermain, utilize construction practices and procedures that do not impart excessive vibration loads on the Feedermain or that would cause settlement of the subgrade below the Feedermain.
 - (v) Crossing of the Feedermain is prohibited in the time period from removal of existing roadway structure until the completion of granular base construction. At all times prior to completion of final paving; reduce equipment speeds to levels that minimize the effects of impact loading to the pipe.
 - (vi) For construction Work activities either longitudinally or transverse to the alignment of the Feedermain, work only with equipment and in the manner stipulated in the accepted Construction Method Statement and the supplemental requirements noted herein.
 - (vii) Where Work is in proximity to the Feedermain, utilize construction practices and procedures that do not impart excessive vibration loads on the Feedermain or that would cause settlement of the subgrade below the Feedermain.
 - (viii) The pipeline elevation datum relative to the proposed roadway shall be adequately verified. Deviations from the elevations noted herein shall be reported to Contract Administrator for review prior to construction of the subgrade.
 - (ix) Construction operations should be staged in such a manner as to limit multiple construction loads at one time, (e.g. offset crossings sufficiently from each other, rollers should remain a sufficient distance behind spreaders to limit loads. A reasonable offset distance is 3m between loads).
 - (x) The Contractor and all Site supervisory personnel and equipment operators have to be formally briefed to ensure that they are fully cognizant of the associated restrictions, constraints, and risks associated with working adjacent to and over this pipeline. New personnel introduced after commencement of the project need to be formally orientated as to the significance and constraints associated with working over the Feedermain.
- (b) Demolition and Excavation
- (i) Use of pneumatic concrete breakers within 3 metres of the Feedermain is prohibited. Pavement shall be full depth saw-cut and carefully removed. Use of hand held jackhammers for pavement removal will be allowed.
 - (ii) Where there is less than 1.6 metres of earth cover over the Feedermain and further excavation is required either adjacent to or over the Feedermain, utilize only smooth edged excavation buckets, soft excavation or hand excavation techniques. Where there is less than 1 metre of cover over the Feedermain, carefully expose the Feedermain by hand excavation to delineate the location and depth of the main, and provide full time supervision of the excavation.
 - (iii) Where there is less than 2.5 m of earth cover over the Feedermain, offset backhoe or excavation equipment from Feedermain, a minimum of 3 m from Feedermain centerline, to carry out excavation.
 - (iv) Equipment should not be allowed to operate while positioned directly over the Feedermain.
 - (v) For Feedermain inspection, expose the top 1/3 of the Feedermain by hand excavation, for a minimum length of 1 metre, to allow City to inspect condition of the main. Notify City a minimum of 24 hours in advance of exposure, and allow a minimum of 2 hours for City to complete inspection works. Backfill test excavation with bedding sand upon completion.
- (c) Subgrade Construction
- (i) Subgrade compaction shall be prohibited within 2 metres of the Feedermain. Subgrade compaction within 3 metres of the Feedermain shall be limited to non-vibratory methods only.
 - (ii) Subgrade, sub-base and base course construction shall be kept in a rut free condition at all times. Construction equipment is prohibited from crossing pipelines if the grade is insufficient to support the equipment without rutting.

- (iii) Subgrade conditions should be inspected by personnel with competent geotechnical experience (e.g. ability to adequately visually classify soils and competency of subgrade, sub-base, and base course materials). In the event of encountering unsuitable subgrade materials above the Feedermain, proposed design revisions shall be submitted to this office for review to obtain approval from the Water and Waste Department relative to any change in conditions.
 - (iv) Construction operations shall be staged to minimize the time period between excavation to subgrade and placement of granular sub-base materials. Should bare subgrade be left overnight, measures shall be implemented to protect the subgrade against inadvertent travel over it and to minimize the impact of wet weather.
- (d) Sub-base and Base Course Construction
- (i) Granular material, construction material, soil or other material shall not be stockpiled on the pipelines or within 5 metres of the pipe centerline.
 - (ii) Sub-base or base course materials shall not be dumped directly on pipelines but shall be stockpiled outside limits noted in these recommendations and shall be carefully bladed in-place.
 - (iii) Sub-base compaction within 3 metres of the centreline of the Feedermain shall be either carried out by static methods (without vibration) or with smaller approved equipment such as hand held plate packers or smaller roller equipment.

MEASUREMENT AND PAYMENT

E11.4 No measurement or payment will be made for the works listed in this specification.

E12. COORDINATION WITH RAIL COMPANIES

Description

- E12.1 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all things necessary for and incidental to the satisfactory performance and completion of all Works as hereinafter specified.
- E12.2 It is the intention of this Contract not to repave the existing rail crossings. However, the Contractor will be within 8.0 m of the nearest rail for the construction activities of milling and paving thus triggering notification to the railways.
- E12.3 Locations of the existing rail crossings include:
- (a) CNR – On Panet Road CNR crossing located north of Mission St

General Requirements

- E12.4 The Contractor is responsible for coordinating with the Rail companies associated with this project.
- E12.5 The Contractor to meet all the safety requirements required for each rail company in order to work at each crossing.
- E12.6 The Contractor to make arrangements for work permits and flagging for each crossing if required by the railway company.

Measurement and Payment

- E12.7 Coordination with Railway Companies
- (a) Coordination with railway companies shall be considered incidental to the Contract and no measurement or payment will be made for this work.
- E12.8 Flagging and Work Permit

- (a) Should flagging and work permits be required for the various crossings, the Contractor shall pay for the work and then submit the invoice(s) to the City for reimbursement of this cost. This will be handled as a change order to the Contract