



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 738-2013

**2013 LOCAL STREET RENEWAL PROGRAM, AINSLIE STREET, MANILA ROAD
AND VARIOUS OTHER LOCATIONS**

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	4
Form G1: Bid Bond and Agreement to Bond	14
Form G2: Irrevocable Standby Letter of Credit and Undertaking	16

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	2
B6. Substitutes	2
B7. Bid Components	3
B8. Bid	4
B9. Prices	4
B10. Qualification	5
B11. Bid Security	6
B12. Opening of Bids and Release of Information	6
B13. Irrevocable Bid	7
B14. Withdrawal of Bids	7
B15. Evaluation of Bids	7
B16. 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	2
D4. Contractor's Supervisor	2
D5. Ownership of Information, Confidentiality and Non Disclosure	3
D6. Notices	3
D7. Furnishing of Documents	3

Submissions

D8. Authority to Carry on Business	3
D9. Safe Work Plan	4
D10. Insurance	4
D11. Performance Security	4
D12. Subcontractor List	5
D13. Detailed Work Schedule	5

Schedule of Work

D14. Commencement	5
D15. Working Days	6
D16. Restricted Work Hours	6
D17. Work By Others	6
D18. Sequence of Work	7
D19. Substantial Performance	7
D20. Total Performance	7
D21. Liquidated Damages	7
D22. Scheduled Maintenance	8

Control of Work

D23. Job Meetings	8
D24. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	8
D25. The Workplace Safety and Health Act (Manitoba) – Qualifications	8

Measurement and Payment

D26. Payment	9
--------------	---

Warranty

D27. Warranty	9
Form H1: Performance Bond	10
Form H2: Irrevocable Standby Letter of Credit	12
Form J: Subcontractor List	14

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Geotechnical Report	1
E3. Protection Of Existing Trees	2
E4. Traffic Control	2
E5. Traffic Management	2
E6. Refuse and Recycling Collection	3
E7. Water Obtained From the City	4
E8. Surface Restorations	4
E9. Infrastructure Signs	4
E10. Installation of Street Lighting And Associated Works	4

Appendix 'A' - Geotechnical Report

Appendix 'B' – Manitoba Hydro Distribution Standards

Appendix 'C' – Guidelines For Excavation Of Cables By Water Pressure/Vacuum Systems

Appendix 'D' – Directional Boring Guidelines

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 2013 LOCAL STREET RENEWAL PROGRAM, AINSLIE STREET, MANILA ROAD AND VARIOUS OTHER LOCATIONS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 10, 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 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. 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).
- B9.5 Form B: Prices is organized into Parts: Parts 1 of the Work and Part 2 of the Work. Bidders shall provide a total price for each Part and, on the summary sheet, a Total Bid Price consisting of the sum of prices for Part 1 and Part 2.

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.
- B16.4 As noted in D2 and identified in Form B: Prices, the Work of Part 2 will be contingent upon Manitoba Hydro approving funding for the Work. If sufficient funding for Part 2 Work is not approved by Manitoba Hydro the City shall have the right to eliminate all or any portion of Part 2 Work in Accordance with D2.

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 two parts:

- (a) Part 1 – City Funded Work
- (b) Part 2 – Manitoba Hydro Funded Work

Part 1 – City Funded Work

D2.2 Part 1 – City Funded Work shall consist of:

- (a) Pavement Reconstruction
 - (i) Ainslie Street from Bruce Avenue to Ness Avenue
- (b) Pavement Rehabilitation
 - (i) Manila Road from Jefferson Avenue to Cartwright Road
 - (ii) Allard Avenue from Bedson Street to Sumach Street
 - (iii) Fairmont Road from Grant Avenue to Oakfield Place
 - (iv) Oakfield Place from Fairmont Road to end of Cul-de-Sac
- (c) Sewer Repairs
 - (i) Allard Avenue : 7 m – 200 mm WWS sewer external point repair on asset MA20004623

Part 2 – Manitoba Hydro Funded Work

D2.3 Part 2 – Manitoba Hydro Work shall consist of:

- (a) Street Lighting and Associated Works
 - (i) Ainslie Street from Bruce Avenue to Ness Avenue

D2.4 The City currently has no approved funding in the Capital Budget for Part 2 of the Work, but is anticipating receiving notification about funding from Manitoba Hydro by the award date. Part 2 of the Work is contingent upon Manitoba Hydro approving sufficient funding.

D2.4.1 Further to C7.1, if notice of sufficient funding is not received, the City shall have the right to eliminate all or any portion of Part 2, and the Contract Price will be reduced accordingly.

D2.4.2 Further to C7.5, C7.5.1 and C7.6, a reduction in the Contract Price pursuant to D2.4.1 shall not be considered in calculating the aggregate reduction in the Contract Price for purposes of C7.5

D2.4.3 If all or any portion of Part 2 is eliminated pursuant to D2.4.1, the time periods stipulated in D19.1 for Substantial Performance of the Work and in D20 for Total Performance of the Work will be reduced by zero (0) working days by the Contract Administrator.

D2.5 The major components of the Work are as follows:

(a) Pavement Reconstruction

- (i) Remove existing pavement
- (ii) Excavation
- (iii) Installation of Sub-drains
- (iv) Compaction of existing sub-grade
- (v) Installation of catch basin and connection pipe
- (vi) Placement of separation/geotextile fabric
- (vii) Placement of sub-base and base coarse
- (viii) Construct curb and gutter utilizing slip-form paving equipment (Ainslie St.)
- (ix) Adjustment of existing manholes
- (x) Construct 100 mm asphalt pavement
- (xi) Renewal of existing sidewalk
- (xii) Construction of new approaches
- (xiii) Boulevard restoration

(b) Pavement Rehabilitation

- (i) Planing of existing asphalt pavement
- (ii) Complete full depth patching of existing pavement slabs and joints
- (iii) Remove and replacement of curbs
- (iv) Adjustment of drainage inlets and manholes
- (v) Renewal of existing sidewalk
- (vi) Placement of less than 100 mm average asphalt overlay
- (vii) Boulevard restoration

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is Tetra Tech WEI Inc, represented by:

Gord Steiss, C.E.T.
Project Coordinator

Telephone No. 204 954-6800
Facsimile No. 204 988-0546
Email gord.steiss@tetrattech.com

D3.2 At the pre-construction meeting, Gord Steiss, C.E.T. will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D3.3 Bids Submissions must be submitted to the address in B7.8

D4. CONTRACTOR'S SUPERVISOR

D4.1 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.

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. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D5.1 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.
- D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D5.3 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.
- D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. NOTICES

- D6.1 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.
- D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the facsimile number identified in D3.1.
- D6.3 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

D7. FURNISHING OF DOCUMENTS

- D7.1 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

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 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.

D9. SAFE WORK PLAN

- D9.1 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.
- D9.2 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>

D10. INSURANCE

- D10.1 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.
- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 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.
- D10.4 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.

D11. PERFORMANCE SECURITY

- D11.1 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.
- D11.1.1 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.

D11.2 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.

D12. SUBCONTRACTOR LIST

D12.1 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.

D13. DETAILED WORK SCHEDULE

D13.1 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.

D13.2 If prior to submitting the Detailed Work Schedule, the Contractor does not receive notification pursuant to D14.4 that all or some portion of Part 2 of the Work may be commenced, he/she shall complete the Detailed Work Schedule for only Part 1 of the Work assuming that all of Part 2 is eliminated. The time periods specified in D19 for Substantial Performance of the Work and in D20 for Total Performance of the Work will be reduced by two (2) Working Days.

D13.3 If, after submitting the Detailed Work Schedule, the Contractor receives notification that all or any portion of Part 2 of the Work may be commenced, he/she shall submit a revised Detailed Work Schedule no later than two (2) Business Days from receipt of the notification.

D13.4 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.

D13.5 Further to D13.4(a), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

SCHEDULE OF WORK

D14. COMMENCEMENT

D14.1 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.

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 D8;
 - (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 D9;
 - (v) evidence of the insurance specified in D10;
 - (vi) the performance security specified in D11;
 - (vii) the subcontractor list specified in D12;
 - (viii) the detailed work schedule specified in D13.

- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

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

D14.4 The Contractor shall not commence Part 2 of the Work as described in D2 and identified in Form B: Prices, unless prior to September 24, 2013, he/she has received notification from the Contract Administrator that the City has received notice of sufficient funding from Manitoba Hydro.

D14.5 The City intends to award this Contract a minimum of two weeks from the Submission Deadline stated in B2.1

D14.5.1 If the actual date of award is later than the intended date, the dates specified for Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D14.6 If at the date of award, the Contract Administrator determines that all work on Ainslie Street cannot be completed in 2013 all work on Ainslie Street will be deferred to 2014. The number of Working Days will be revised accordingly by the Contract Administrator.

D15. WORKING DAYS

D15.1 Further to C1.1(jj);

D15.1.1 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.

D15.1.2 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.

D15.1.3 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.

D16. RESTRICTED WORK HOURS

D16.1 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.

D17. WORK BY OTHERS

D17.1 Work by others on or near the Site will include but not necessarily be limited to:

- (a) Manitoba Hydro Gas Division;
- (b) Manitoba Hydro Street Lighting Division for temporary street lighting and power hookup of new street lighting on Ainslie Street.

D18. SEQUENCE OF WORK

D18.1 Further to C6.1, the sequence of work shall comply with the following:

D18.1.1 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.

D18.1.2 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.

D18.1.3 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.

D18.2 The Contractor shall schedule construction activities for Ainslie Street to allow for residential parking on the street. The construction will be completed in two stages with half the street from either Ness Avenue or Bruce Avenue to the midpoint between the streets being constructed while the other north or south half can be used for residential parking. When the asphalt scratch coat has been placed on the first half, the residents will be allowed parking on the newly constructed section and construction can start on the other half of Ainslie Street. When the asphalt scratch coat has been placed on both halves of Ainslie Street the final lifts of asphalt can be placed to minimize joint on the final lift.

D19. SUBSTANTIAL PERFORMANCE

D19.1 The Contractor shall achieve Substantial Performance within Thirty Five (35) consecutive Working Days of the commencement of the Work as specified in D14.

D19.2 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.

D19.3 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.

D20. TOTAL PERFORMANCE

D20.1 The Contractor shall achieve Total Performance within Forty (40) consecutive Working Days of the commencement of the Work as specified in D14.

D20.2 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.

D20.3 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.

D21. LIQUIDATED DAMAGES

D21.1 If the Contractor fails to achieve Critical Stages, 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 - One Thousand Five Hundred dollars (\$1500.00);
- (b) Total Performance - Five Hundred dollars (\$500.00).

D21.2 The amounts specified for liquidated damages in D21.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance or Total Performance by the days fixed herein for same.

D21.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D22. SCHEDULED MAINTENANCE

D22.1 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) Sodding as specified in CW 3510-R9;

D22.2 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

D23. JOB MEETINGS

D23.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D23.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D24. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D24.1 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).

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

D25.1 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

D26. PAYMENT

D26.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D27. WARRANTY

D27.1 Notwithstanding C13.2, the warranty period shall begin on the date of Substantial Performance and shall expire one (1) years thereafter for Street Rehabilitations works and two (2) years thereafter for pavement reconstruction works, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D27.2 Notwithstanding C13.2 or D27.1, 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) 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.

D27.2.1 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 D11)

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. 738-2013

2013 LOCAL STREET RENEWAL PROGRAM, AINSLIE STREET, MANILA ROAD AND VARIOUS OTHER LOCATIONS

which is by reference made part hereof and is hereinafter referred to as the "Contract".

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

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

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

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

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

_____ day of _____, 20____ .

**SIGNED AND SEALED
in the presence of:**

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D11)

(Date)

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

RE: PERFORMANCE SECURITY – BID OPPORTUNITY NO. 738-2013

2013 LOCAL STREET RENEWAL PROGRAM, AINSLIE STREET, MANILA ROAD AND
VARIOUS OTHER LOCATIONS

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding
in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

_____ .
(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (2007 Revision), International Chamber of Commerce Publication Number 600.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM J: SUBCONTRACTOR LIST
 (See D12)

2013 LOCAL STREET RENEWAL PROGRAM, AINSLIE STREET, MANILA ROAD AND VARIOUS
 OTHER LOCATIONS

<u>Portion of the Work</u>	<u>Name</u>	<u>Address</u>
<i>SURFACE WORKS:</i>		
<i>Supply of Materials:</i>		
<i>Geotextile Fabrics</i>		
<i>Concrete</i>		
<i>Asphalt</i>		
<i>Base Course & Sub-Base</i>		
<i>Sod</i>		
<i>Installation/Placement:</i>		
<i>Concrete</i>		
<i>Asphalt</i>		
<i>Base</i>		
<i>Street Lighting</i>		
<i>Sod</i>		
<i>Joint Sealant</i>		
<i>UNDERGROUND WORKS:</i>		
<i>Supply of Materials:</i>		
<i>Catch Basin</i>		
<i>Service Pipes</i>		
<i>Installation/Placement:</i>		
<i>Catch Basin</i>		
<i>Service Pipes</i>		

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	
1300071100-DWG-C1001-00	Ainslie Street – Pavement Reconstruction Bruce Avenue to 100 m North of Bruce Avenue	594mmx841mm
1300071100-DWG-C1002-00	Ainslie Street – Pavement Reconstruction 100 m North of Bruce Avenue to 77 m South of Ness Avenue	594mmx841mm
1300071100-DWG-C1003-00	Ainslie Street – Pavement Reconstruction 77 m South of Ness Avenue to Ness Avenue	594mmx841mm
1300071100-DWG-C1004-00	Allard Avenue – Pavement Rehabilitation Bedson Street To 37 m East of Best Street	594mmx841mm
1300071100-DWG-C1005-00	Allard Avenue – Pavement Rehabilitation 37 m East of Best Street to 12 m East of Seaton Street	594mmx841mm
1300071100-DWG-C1006-00	Allard Street – Pavement Rehabilitation 12 m East of Seaton Street to Sumach Street	594mmx841mm
1300071100-DWG-C1007-00	Fairmont Road Pavement Rehabilitation Grant Avenue to Oakfield Place	594mmx841mm
1300071100-DWG-C1008-00	Oakfield Place Pavement Rehabilitation	594mmx841mm
1300071100-DWG-C1009-00	Manila Road – Pavement Rehabilitation Jefferson Avenue to 40 m North of Maddin Crescent (South Leg)	594mmx841mm
1300071100-DWG-C1010-00	Manila Road – Pavement Rehabilitation 40 m North of Maddin Crescent (South Leg) to Cartwright Road	594mmx841mm
Manitoba Hydro Drawings 1-04707-DD-50000-0176	Street Lighting Project – Ainslie Street	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. PROTECTION OF EXISTING TREES

- E3.1 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.
- E3.2 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.
- E3.3 No separate measurement or payment will be made for the protection of trees.
- E3.4 Except as required in clause E3.1(c) and E3.1(e), Elm trees shall not be pruned at any time between April 1 and July 31.

E4. TRAFFIC CONTROL

- E4.1 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.

E5. TRAFFIC MANAGEMENT

- E5.1 Further to clause 3.7 of CW 1130:
- E5.1.1 The Contractor shall schedule construction activities to meet the following:
- (a) Ainslie Street, Allard Avenue, Fairmont Road, Oakfield Place and Manila Road will be closed to through traffic. Local access and/or bus traffic shall be maintained. The Contractor shall sign the street "Road Closed Local Access Only" in accordance with the Manual of Temporary Traffic Control.
- E5.1.2 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.

E5.1.3 Pedestrian and ambulance/emergency vehicle access must be maintained at all times.

E5.2 Accesses to residential approaches will be affected during construction on Ainslie Street. There is limited parking on Ainslie Street and nearby streets. The Contractor shall schedule construction activities for Ainslie Street to allow for residential parking on the street as specified in D18.2.

E6. REFUSE AND RECYCLING COLLECTION

E6.1 While access to refuse and/or recycling collection vehicles is restricted, on collection day(s) the Contractor shall move all of the affected property owners refuse and/or recycling materials to a nearby common area, prior to an established time, in accordance with E6.2 to permit the normal collection vehicles to collect the materials. Immediately following recycling collection the Contractor shall return recycling receptacles to the addresses marked on the receptacles.

E6.2 Collection Schedule:

Ainslie Street from Ness Avenue to Bruce Avenue

Collection Day(s): **Friday**

Collection Time: **7:00 a.m. to 6:00 p.m.**

Common Collection Area: **Garbage and Recycling pick-up is in the back lane.**

Allard Avenue from Sumach Street to Bedson Street

Collection Day(s): **Thursday**

Collection Time: **7:00 a.m. to 6:00 p.m.**

Common Collection Area: **Garbage and Recycling pick-up is in the back lane with the exception of 2 residences at Allard Avenue and Sumach Street and Seaton Street.**

Fairmont from Grant Avenue to Oakfield Place

Collection Day(s): **Thursday**

Collection Time: **7:00 a.m. to 6:00 p.m.**

Common Collection Area: **Garbage and Recycling pick-up is in the front street.**

^ Oakfield Place from Fairmont Road to End of Cul-de-sac

Collection Day(s): **Thursday**

Collection Time: **7:00 a.m. to 6:00 p.m.**

Common Collection Area: **Garbage and Recycling pick-up is in the front street.**

^ Manila Road from Cartwright Road to Jefferson Avenue

Collection Day(s): **Tuesday**

Collection Time: **7:00 a.m. to 6:00 p.m.**

Common Collection Area: **Garbage and Recycling pick-up is in the back lane for the west side residence and 4 residence on the east side have pick-up on Manila Road.**

E6.3 No measurement or payment will be made for the work associated with this specification.

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 from the City in accordance with the Waterworks and Sewer By-laws.

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. INFRASTRUCTURE SIGNS

- E9.1 The Contractor shall obtain infrastructure signs from the Traffic Services Sign Shop at 421 Osborne Street. The Contractor shall mount each sign securely to a rigid backing material approved by the Contract Administrator. The Contractor shall fasten each sign to a suitable support and erect and maintain one sign at each street as directed by the Contract Administrator. When the Contract Administrator considers the Work on the street complete, the Contractor shall remove and dispose of the signs and supports. No measurement for payment will be made for performing all operations herein described and all other items incidental to the work described

E10. INSTALLATION OF STREET LIGHTING AND ASSOCIATED WORKS

DESCRIPTION

- E10.1 The Work shall consist of the supply of all supervision, labour, materials (except as indicated in E16.12) insurance, tools, backfill and equipment (and their maintenance), transportation, fuel, oil, meals and lodging, mobilization and de-mobilization, and warranty of workmanship as required to remove existing street light poles and install new street light poles and associated underground cables/conduits, all in accordance with the requirements specified in the tender documents.
- E10.2 The proposed street light installation and removals are shown on construction drawings and are as follows:
- (a) Ainslie Street from Ness Avenue to Bruce Avenue
- E10.3 The work shall be conducted and coordinated with Manitoba Hydro in a manner to ensure street lighting is maintained at all times for the duration of the work. See the construction drawings for the proposed work sequence.
- E10.4 Prior to the proposed works The Contractor's crew foremen, electricians, and other key personnel shall attend one (1) day of training provided by Manitoba Hydro for various operations such as cable handling, cable splicing, installation of street light poles, concrete bases, luminaires and various other construction standards and procedures. The Contractor will be responsible for all costs associated with personnel salaries, travel, sustenance and overheads, etc., during training. The Contractor personnel being trained are responsible to bring Contractor equipment for training purposes. The Contractor personnel will be certified on the equipment that they will be using in the field.
- E10.5 Licensed journeyman electricians, and/or, apprentices under the supervision of licensed electricians, are required to connect, terminate and splice. The Contractor shall be prepared to provide proof of licenses to the Contract Administrator upon request.
- E10.6 Referenced Standard Construction Specifications

- E10.6.1 In addition to these Specifications, the Work to be performed by the Contractor relative to the installation and/or replacement of street lighting poles and concrete bases shall be in accordance with the following:
- (a) Manitoba Hydro 66kV and Below Standards
 - (b) CSA C22.3 No. 7 (latest edition)
 - (c) Canadian Electrical Code (CEC) Part 1 (latest edition)
 - (d) Any other applicable codes
- E10.6.2 Revisions and updates to the Manitoba Hydro 66kV are issued periodically and the latest issued version of the standard will apply. For the convenience of the Contractor for bidding purposes, excerpts of the Manitoba Hydro 66kV have been included as Appendix A.
- E10.6.3 In some cases, Municipal, Provincial or Federal laws or this Technical Specification may be more stringent than the CSA Standards. Whenever conflict exists, the Contractor shall comply with the most stringent requirements applicable at the place of the Work

E10.7 Experienced and Trained Contractors

- E10.7.1 The following contractors are experienced and trained vendors to complete all associated works for the proposed installation of street light standards :
- (a) Tri-Star Traffic Inc.
Attention: Mr. Joey Hydrochuk
101 - 356 Furby Street
Winnipeg, Manitoba
R3B 2V5
Phone: (204) 788-4006
 - (b) Lohr Underground Construction
Attention: Mr. Charles Lohr
PO Box 27
Ile Des Chene, Manitoba
R0A 0T0
Phone: (204) 799-3581

TOOLS, EQUIPMENT AND MATERIALS

- E10.8 The Contractor will be required to provide all tools and equipment as required for performing the specified tasks. Equipment shall be in good operating condition, shall be properly maintained using original equipment manufacturer replacement parts and shall be provided with letters of testing/inspection from the manufacturer when requested. Where the equipment is provided as a kit with multiple parts and tools, the kit shall be complete with all parts required to perform the designed task. Contractor fabricated tools or equipment will not be accepted for use.
- E10.9 The Contractor shall obtain the following specific Electrical Equipment including but not limited to:
- E10.9.1 Compression tool or tools and associated dies to perform compressions to a maximum size of 1/0 Al (MD-6 compression tools shall not be used).

E10.9.2 Approved compression tools are:

Manufacture	Type	Model No.	Range
Burndy	In-line, battery	PATMD68-14V	350 Kcmil AL
Cembre	In-line, battery	B54Y (06V081E)	4/0 AWG AL
Burndy	Pistol, battery	BUR PAT60018V	350 Kcmil AL

E10.9.3 Dies shall be of the type shown in Standard CD210-21 and CD 210-24 only, must have identical markings, and compression tool die must match die number stamped on connector.

- (a) Modiewark Model #4444 or Fluke 1AC-II Volt Alert potential
- (b) Indicator
- (c) Voltage meter – Fluke model #T3C
- (d) Insulated wire cutters – used for cutting cable ends square.

E10.10 Alternative equipment manufactures shall be considered upon request by the Contractor and shall be approved for use by the Contract Administrator prior to use.

E10.11 The Contract Administrator will reject any tools or equipment that do not appear to be in good condition or fail to successfully provide the required function.

E10.12 Manitoba Hydro shall supply all street light poles, concrete bases, breakaway bases, luminaires, street light arms, ground rods, compression sleeves, grommets, nuts, electrical cables, conduits, relays, cable guards and all other materials noted in the Standards. The Contractor shall sign receipts indicating the part of the project on which the materials are to be used from the following locations which the materials are to be picked up from:

E10.12.1 Manitoba Hydro's Waverley Service Centre - 1840 Chevrier Blvd - Winnipeg, Manitoba (contact personnel will be provided to the successful contractor).

E10.12.2 Manitoba Hydro Stores - 1315 Notre Dame Avenue- Winnipeg, Manitoba (contact personnel will be provided to the successful contractor).

E10.13 Materials requested will be supplied to the Contractor by Manitoba Hydro upon presentation of Manitoba Hydro's Stores Material Order Form signed by Manitoba Hydro. The Contractor shall assume all responsibilities for the loading, transportation, proper handling, secure storage and working of the materials and shall make replacements at its own expense in case any material is damaged, stolen or lost due to improper handling, storage or poor workmanship.

E10.14 The Contractor shall, at the time of materials release, check and confirm the quantity of materials. Shortages, discrepancies, or damages to materials shall be immediately reported in writing to the Contract Administrator.

E10.15 The Contractor will be responsible to furnish gravel, sand, ¾ down limestone, ¼ down limestone, and pit-run material for backfilling around street light poles and around cables as required. The cost of furnishing materials shall be incorporated into the unit prices for the work.

E10.16 Upon completion of the Work, the Contractor shall, at its own expense, deliver to the delivery point(s), depots, storage lots or warehouses designated by the Contract Administrator, all materials furnished by Manitoba Hydro and not used in the Work, regardless of the location of said material at that time.

E10.17 In addition, the Contractor shall, at its own expense, deliver to the delivery point(s), depots, storage lots, storage lots or warehouses designated by the Contract Administrator, all reclaim materials from the Work including but not limited to concrete bases, steel poles, power installed bases and wire.

E10.18 Reclaim material shall be sorted into the following categories and returned to:

E10.18.1 Manitoba Hydro, 1840 Chevrier Blvd, Winnipeg, Manitoba

- (a) copper - poly covered
- (b) copper - bare (ground wire)
- (c) control cable (2C - 12, #4 AL C/N)
- (d) steel (street light poles, power installed screw bases)

E10.18.2 Rocky Road Recycling, 4154 McGillvary Blvd, Winnipeg, Manitoba Contact:

- (a) concrete (precast, poured in place)

E10.19 Reclaimed street light poles shall be disassembled by removing the davit arm and at all tenon joints. If street light poles cannot be disassembled at the tenon joints, the Contractor shall cut the street light poles apart at the tenon joints prior to returning to the depot at 1840 Chevrier Boulevard, Winnipeg, Manitoba.

CONSTRUCTION METHODS

E10.20 Electric Cables and Conduits

E10.20.1 The Contractor shall use diligent care and proper equipment in handling of all cables, so as not to injure the jacket and avoid gouging, kinking, scratching or abrading the cables. If any material is damaged to any extent, the Contractor shall repair the damages at its own expense, in a manner approved by the Contract Administrator or will be charged the full cost of the damaged items.

E10.20.2 Cable reels shall not be dropped and must be handled and placed/stored in an upright position at all times and shall not be laid flat for any purpose or reason. Cable reels shall be adequately supported on hard surface to prevent the reel from sinking into the ground that can cause undue stress on the cables. Cable reels should be inspected for damages prior to use. If a cable reel is found to be defective, such defect shall be reported immediately to the Contract Administrator.

E10.20.3 The Contractor shall place all material and string the cables in such a manner as to cause the least interference with normal use of the land, street or roadway. All material shall be unloaded in a manner to preserve its condition, prevent loss and/or theft and permit easy access for Purchaser's inspection.

E10.21 Precast Concrete Bases

E10.21.1 The Contractor shall handle, store and transport the precast concrete bases in a manner to prevent damage to the threaded bolts and conduit casing.

E10.21.2 Precast Concrete Bases are extremely heavy. Approximate weight of pre-cast concrete base for 25'/35' pole is 680 kg. The Contractor shall only use equipment rated for such weight.

E10.22 Street Light Poles and Arms

E10.22.1 The Contractor shall handle, store and transport the poles and arms in a manner to prevent damage.

E10.23 Luminaires

E10.23.1 The Contractor shall handle, store and transport the luminaires in their original packaging and in a manner to prevent damage.

E10.24 Bulbs and Small Material

E10.24.1 Bulbs, photo electric cells, shorting caps, shims, nut covers and associated supplies shall be kept in a suitable warehouse provided by the Contractor at its own expense. Bulbs and

photo electric cells shall be transported and stored in such a manner as to prevent breakage.

E10.25 Care of Materials

E10.25.1 The Contractor shall assume all responsibilities of all the materials and shall replace, at its own expense, any materials damaged, stolen or lost due to improper handling or poor workmanship.

E10.26 Wire and Cable Reel Storage

E10.26.1 Cable reels shall be stored with the flanges upright and resting on a hard surface. At temporary storage sites where the soil may be soft, preservative-treated plywood sheets may be used to keep the flanges from sinking into the ground.

E10.26.2 If cable reels must be pancaked or stored on their side in vertical racks, do not lift the reel by the top flange. Spacers (two 2 X 4s placed wide side up) should be placed under the bottom flange and between the reels in order to create a space to insert the forks and lift the reels without damaging the cable.

E10.27 Reel Handling

E10.27.1 When off-loading reels from a truck, reels shall be lowered using a hydraulic gate, hoist or forklift truck. When a reel is rolled from one point to another, care must be taken to see that the reel does not straddle objects such as rocks, pipes, curbs or wooden blocks which could damage the cable or protective covering. A reel should always be rolled on hard surfaces to avoid sinkage and in the opposite direction to the cable wraps to ensure that the reel is rolled in such a direction as to tighten the cable on the reel.

E10.27.2 When using a hoist, install a mandrel through the reel arbour hole and attach a sling. Use a spreader bar approximately 6 inches longer than the overall reel width placed between the sling ends just above the reel flanges. This will prevent bending of the reel flanges and damage to the cable.

E10.27.3 If a forklift is used to move a reel, the reel is to be approached from the flange side. Position the forks such that the reel is lifted by both reel flanges. The lift forks shall not contact the cable.

E10.28 Pressurized Water/Vacuum Excavation

E10.28.1 Pressurized water/vacuum excavation (PW/VE) shall be used to daylight all buried utilities and structures where excavation by other mechanical means would be expected to provide a physical risk to that utility or structure

E10.28.2 Work shall be performed in accordance with the requirements of the Manitoba Hydro safe excavation procedures and Manitoba Hydro Safety Circular 0065/07R included as Appendix B. The maximum water temperature shall be 38°C (100°F) and the maximum water pressure shall be 10,340 kPa (1500 psi). The end of the vacuum tube shall be neoprene or equivalent.

E10.29 Removal Street Light Pole From Existing Base

E10.29.1 This shall include all Work required to remove a street light pole from an existing base as set forth in this Technical Specification. The pole may be on an existing precast concrete base, steel power installed screw base or poured in place concrete base. The Contractor shall apply handling techniques in accordance with Workplace Health and Safety Regulation 217/2006

E10.29.2 Prior to Commencement of Construction Manitoba Hydro's staff shall be responsible to disconnect and isolate the street light pole or poles to be replaced. Manitoba Hydro WORKER PROTECTION CODE (Lockout) - 0147/08R shall be followed prior to the start of any Work to remove a street light standard or base.

- E10.29.3 The Contractor shall employ its own lockout procedure in addition to that required by Manitoba Hydro WORKER PROTECTION CODE (Lockout) - 0147/08R to comply with the lockout program stipulated in Manitoba Regulation 217, part 16. 14-18 and part 38.14-15. The Contractor shall ensure that a potential (voltage) check is conducted on each and every service conductor prior to any Work taking place to ensure that the service cables are de-energized. Some street light poles may have been temporarily fed from overhead. This overhead feed will be removed by Manitoba Hydro prior to the Contractor commencing with the Work.
- E10.29.4 The Contractor shall furnish all labour and supplies necessary for the removal of the street light pole from the existing base. Care shall be taken to preserve the luminaire. The luminaire shall be reinstalled on the new street light pole or returned to Manitoba Hydro's stores as instructed by the Contract Administrator.
- E10.29.5 The Contractor shall be responsible to transport all salvaged poles, luminaires and appurtenances to a location specified by the Contract Administrator.
- E10.30 Removal of Concrete Base and Direct Buried Street Light Pole
- E10.30.1 This shall include all excavation, whether by auger, pressurized water/vacuum excavation, by hand, or by other methods which may be necessary to remove a concrete base or direct buried street light pole. The concrete base may be poured in place concrete, steel power installed screw-in or precast concrete. The Contractor shall apply handling techniques in accordance with Workplace Health and Safety Regulation 217/2006.
- E10.30.2 Prior to Commencement of Construction Manitoba Hydro's staff shall be responsible to disconnect and isolate the street light pole or poles to be replaced. Manitoba Hydro WORKER PROTECTION CODE (Lockout) - 0147/08R shall be followed prior to the start of any Work to remove a street light standard, concrete base or direct buried street light pole.
- E10.30.3 The Contractor may employ its own lockout procedure in addition to that required by Manitoba Hydro WORKER PROTECTION CODE (Lockout) - 0147/08R. The Contractor shall ensure that a potential (voltage) check is conducted on each and every service conductor prior to any Work taking place to ensure that the service cables are de-energized.
- E10.30.4 The Contractor shall be responsible to transport all salvaged concrete bases and poles to a location specified by the Contract Administrator.
- E10.30.5 The Contractor is responsible to supply all backfill material and carry out all backfill, compacting and leveling of all excavations and voids for removed concrete bases and direct buried street light poles so as to be ready for top soil and seed or sod.
- E10.30.6 All excavation practices must conform to Manitoba Hydro safe excavating procedures and Manitoba Workplace Safety and Health Regulation 217/2006.
- E10.31 Installation of Foundation - Concrete Base
- E10.31.1 This shall include all excavation, whether by auger, pressurized water/vacuum excavation, by hand, or by other methods which may be necessary to replace or install a concrete base as set forth in this Technical Specification. The Contractor shall apply handling techniques in accordance with Manitoba Workplace Health and Safety Regulation 217/2006.
- E10.31.2 The Contractor shall furnish all labour and supplies necessary to install a new or replace a concrete base. Excavation for the precast concrete base shall be to a diameter and depth specified in Standard CD 300-6. All excess material is to be removed by the Contractor.
- E10.31.3 The concrete base shall be set on a bed of compacted gravel or $\frac{3}{4}$ down limestone. The concrete base backfill material shall be compacted in lifts of 150 mm. Backfill material may be spoil, pit run gravel or $\frac{3}{4}$ down limestone. Compacting of backfill material shall be done using a hydraulic tamper. Underground cables entering the concrete base shall be protected by a layer of sand surrounding the cables and protecting it from the limestone and/or use a section of fire hose for cable protection as directed by the Contract

Administrator. The concrete base shall be installed level in all 4 directions. Final grade must be established prior to installing the concrete bases.

- E10.31.4 The completed backfill shall be at least equal in compaction to undisturbed soil or as required by Municipal authorities. Backfill material is to be placed and compacted in lifts not exceeding 150 mm. The Contractor shall level all excavations.
- E10.31.5 Should settlement occur in the excavation and cause a depression in the surface, the Contractor shall repair the surface. Placing of additional backfill material due to settlement shall be at no cost.
- E10.31.6 The concrete base shall be oriented in the proper direction to allow the easy entrance of the underground cables into the plastic pipe preinstalled in the concrete base. Care shall be taken to prevent damage to the insulation or jacket of the conductors. The cable shall be left long enough to extend one (1) metre beyond the top of the hand hole

E10.32 Base Mounted Street Light Poles

- E10.32.1 This shall include all Work required to install the street light pole on the concrete base as set forth in this Technical Specification. The Contractor shall apply handling techniques in accordance with Workplace Health and Safety Regulation 217/2006
- E10.32.2 The Contractor shall furnish all labour and supplies necessary for the installation of the pole (straight shaft or davit) on the concrete base.
- E10.32.3 Unless otherwise specified on the construction drawings, the Contractor shall orient the poles so that the hand hole is on the left side of the pole when viewed from the road. A worker should be able to see oncoming traffic when working in the hand hole.
- E10.32.4 The Contractor shall level the street light pole in all 4 directions. Leveling shims may be used.
- E10.32.5 Tightening of bolts should be performed in a manner that brings the surfaces up evenly. All nuts shall be tightened and torqued in accordance with Standard CD 300-9. The Contractor shall install the nut covers included with the pole. Nut covers are typically not supplied for the 55' and 65' street light poles.
- E10.32.6 Unless otherwise specified, excess underground cable and 2C-12 wire shall be left inside the hand hole with the hand hole cover loosely installed for new street light pole installations in new areas.
- E10.32.7 Existing street light poles may have street signs attached. The Contractor shall remove the signs from the existing pole and temporarily reattach the signs to the new pole. The Contractor shall notify the Contract Administrator of the location where the signs have been removed.

E10.33 Luminaires and Associated Wiring

- E10.33.1 The Contractor shall furnish labour and supplies necessary to install the luminaire and associated wiring. Unless otherwise specified, the luminaire shall be installed with a tilt of zero (0) degrees. The Contractor shall install a length of 2 conductor No. 12 gauge (2C-12) wire from the terminals of the luminaire, through the arm (if applicable), down the pole to the hand hole. One (1) metre of 2C-12 wire shall be left at the hand hole.
- E10.33.2 The Contractor shall verify luminaire voltage matches source voltage as shown on the drawings. If luminaire voltage does not match the source voltage, the Contractor shall re-wire the luminaire in accordance with the wiring diagram provided.
- E10.33.3 As specified on the construction drawings, the luminaire will require either a photo electric cell (PEC) or shorting cap installed. The Contractor shall also install the appropriate wattage bulb in the luminaire.

E10.34 Break Away Bases

- E10.34.1 Break away bases shall be installed in accordance with Standard CD 300-10. The height of the concrete base above grade should not exceed 50mm. The surface of the concrete base shall be flat and level. A reaction plate shall be installed between the concrete base and the break-away base.
- E10.34.2 The Contractor shall torque the couplers in accordance with Standard CD 300-10

E10.35 Splicing/Connecting Cables

- E10.35.1 The electric cable shall be spliced/connected as per Standards CD 215-12, CD 215-13, CD 310-4, CD 310-9 and CD 310-10
- E10.35.2 Prior to commencement of construction Manitoba Hydro's staff shall be responsible to disconnect and isolate the street light pole or poles to be replaced. Manitoba Hydro WORKER PROTECTION CODE (Lockout) - 0147/08R shall be followed prior to the start of any Work to splice/connect a cable.
- E10.35.3 The Contractor shall employ its own lockout procedure in addition to that required by Manitoba Hydro WORKER PROTECTION CODE (Lockout) - 0147/08R to comply with the lockout program stipulated in Manitoba Regulation 217, part 16. 14-18 and part 38.14-15. The Contractor shall ensure that a potential (voltage) check is conducted on each and every service conductor prior to any Work taking place to ensure that the service cables are de-energized. Some street light poles may have been temporarily fed from overhead. This overhead feed will be removed by Manitoba Hydro prior to the Contractor commencing with the Work
- E10.35.4 The Contractor shall furnish all labour and supplies necessary to splice/connect the street light conductor(s). Care shall be taken to ensure the conductors entering the street light from underground are not damaged

E10.36 Excavation

- E10.36.1 The Contractor shall furnish all materials and labour and supplies necessary for the completion and maintenance of grade and line of the street light cables and conduit including water control if found to be necessary. The trench shall be graded to conform to the bottom of the street light cables and conduit so that the street light cables and conduit rest firmly on a smooth surface in the bottom throughout its length. All stones or other objects which, in the opinion of the Contract Administrator might damage the street light cables jacket and conduit during its installation shall be removed. Where the presence of rock or other condition prevent a satisfactory bed for the cables, 150 mm of well-tamped, clean soil or ¼ down crushed limestone shall be placed in the bottom of the trench. The spoil bank from trenching operations shall not be allowed to fall on loose debris or foreign matter that might become mixed with the soil to be used in backfilling the trench, and the spoil bank shall be placed so as not to hinder drainage, damage property, or obstruct traffic.
- E10.36.2 Trenches shall be dug to such a depth as will provide a minimum cover of 600 mm from final grade in sodded areas and 1000 mm in roadways accordance with Standard CD 305-1.
- E10.36.3 All excavation practices must conform to Manitoba Hydro safe excavating procedures and Manitoba Workplace Safety and Health Regulation 217/2006 .

E10.37 Laying Cables

- E10.37.1 Cables are to be lowered in the trench in an orderly fashion so as to maintain a consistent path and straight alignment. All cables shall be lowered in a continuous run (NO SPLICING) and in accordance to drawings; and shall maintain the necessary separation, where required. All cables shall be of continuous runs and capped and sealed if they are not be installed in the standard at that time. Cables shall not be dragged over paved surfaces.

- E10.37.2 Once a cable is cut its ends must be sealed immediately with an approved and appropriately sized, heat shrink or cold shrink sealing cap to prevent moisture ingress unless the cable is being installed in the standard at that time.
- E10.37.3 During the removal of the cable, the reels shall be placed on jacks, stands or trailers with a bar through the arbour holes which will allow the reel to be turned easily, and the cable to be paid out. Cables can be paid out from the bottom or the top of the reel. Cable in coils shall be handled in a similar manner. This can be achieved by supporting the coil in a vertical plane and rotating it by hand as the cable is carefully uncoiled. The cable shall never be pulled over the flange of a reel, or pulled off the side of a coil, since this will introduce a twist in the cable.
- E10.37.4 During installation, under no circumstance is the cable to be subjected to a bending radius tighter than that detailed in the Standards. The minimum bending radius of #4CN street light cable is 125 mm per Electrical Standard CD 210-15.
- E10.38 Installing Conduit and Cable by Boring (Horizontal Directional Drilling)
- E10.38.1 The Contractor shall dig the approaches and openings necessary to install boring equipment, and the boring equipment used shall be of such a nature as to minimize the opening size required. The boring equipment shall produce a straight hole without unnecessary dips or bends. The bore hole shall be only slightly larger than the outside diameter of the conduits or cables to minimize possible settlement. Cables and conduits shall be pulled in with pulling eyes or using a kelly grip in a manner so as to guard against damage.
- E10.38.2 During construction as the drill bit crosses each existing facility a lookout shall be assigned by the Contractor to visually confirm the drill bit is maintaining a minimum 300 mm clearance from the existing facility. The minimum allowable clearance between the proposed cable or conduit installation and existing facilities is 300 mm or as otherwise specified by the Contract Administrator. The pull back tension on all cables shall not be allowed to exceed the maximum cable pulling tension.
- E10.38.3 Drilling fluids and associated waste materials shall be disposed of in a manner that minimizes environmental effects.
- E10.38.4 The Contractor shall properly compact the backfill material and will be responsible for placing additional material should settlement occur for the duration of the warranty period.
- E10.38.5 All horizontal directional drilling practices must conform to Manitoba Hydro Directional Boring Guidelines.
- E10.39 Buried Utility Crossings
- E10.39.1 All buried obstructions are not necessarily shown on the reference drawings and the locations of those indicated are approximate only.
- E10.39.2 The Contractor shall determine the location of all buried obstructions and shall notify the appropriate authorities and obtain all necessary permits prior to excavation, trenching and directional drilling near or across such obstructions. All buried obstructions where the buried cable route crosses gas, water, sewer, telephone and hydro lines, etc., shall be hand exposed by the Contractor, including the use of Pressurized Water/Vacuum Equipment (PW/VE) where necessary. Should any damage occur to such lines during the course of the Work, the Contractor shall be responsible for the damage and the costs of repairs to buried obstructions caused by its operations and shall fully indemnify the City of Winnipeg and Manitoba Hydro from and against all claims arising out of such damage. The requirements of the Directional Boring Guidelines included in Appendix C shall be followed when crossing natural gas pipelines and electrical cables by the directional boring method.
- E10.39.3 The PW/VE technique, used to expose underground plant in certain conditions, must be performed in accordance with each utility's requirements, including but not limited to Manitoba Hydro, Manitoba Telecom Services, Shaw Cable, etc. PW/VE costs that the

Contractor will incur during the Work must be factored into the Tenderer's bid prices. The Contractor shall not be entitled to extra compensation for the use of PW/VE on the Work. At a minimum; the Contractor will be required to use PW/VE when excavating within 1m horizontal distance to polyethylene mains or services when 12 inches (or greater) of frost is present in the local ground conditions. The Contractor shall also be required to use PW/VE when excavating within 1 m horizontal distance to high pressure or transmission pressure steel mains or services when 12 inches (or greater) of frost is present in the local ground conditions. PW/VE is also required when digging within 1m horizontal distance of an energized primary regardless whether frost is present in local ground conditions or not.

E10.39.4 The Contractor shall be responsible to supply all backfill material and carry out all backfill, compacting and leveling of all excavations so as to be ready for topsoil and seed or sod.

E10.40 Bending Cables and Installation Into Standards

E10.40.1 It is desired to reduce to a minimum the required number of bends to lay the cables to conform to the contour of the ground and maintain a normal covering. This shall be accomplished by cutting the trench slightly deeper in approaches to road crossings and drainage ditches. It is intended that the Contractor shall eliminate unnecessary bending by operating the trenching machine at various depths rather than by finishing grading the trench by hand whenever practical.

E10.40.2 Sharp bends of the cables shall be avoided at all times. All bends shall meet the requirements set out in this Technical Specification. If excessive bending was exerted on any cable, the cable shall be replaced at Contractor's cost. During installation, under no circumstance is the cable to be subjected to a bending radius tighter than that detailed in the Standards. The minimum bending radius of #4 AL C/N street light cable is 125 mm and 115mm for 1/0 AL Triplex as per Electrical Standard CD210-15.

E10.40.3 At street light standards the Contractor shall install the ends of the cables into the plastic pipe preinstalled in the concrete base. Care shall be taken to prevent damage to the insulation or jacket of the conductors. Underground cables entering the concrete base shall be protected by a layer of sand surrounding the cables and protecting it from the limestone and/or use a section of fire hose for cable protection as directed by the Contract Administrator. The cable shall be left long enough to extend one (1) metre beyond the hand hole.

E10.40.4 Excess underground cable and 2C-12 wire shall be left inside the hand hole with the hand hole cover loosely installed.

E10.41 Backfill

E10.41.1 All backfilling material within 300 mm of the cables shall be clean, free of sod, vegetation, organic material, stones or other debris, and of a consistency as to not create significant voids or air spaces around the cables. Other backfilling material shall be free of stones greater than 150 mm on their maximum dimension. Where cinders or very acid soil are encountered or where gravel or incompressible fill is required by Municipal authorities, ¼ down crushed limestone shall be placed all around the cables for a distance of at least 300 mm. The completed backfill shall be at least equal in compaction to undisturbed soil or as directed by the Contract Administrator. Backfill material is to be placed and compacted in lifts not exceeding 300 mm. All excess material is to be removed by the Contractor.

E10.41.2 Tamping or flushing methods must be used where necessary to give the required compaction. Where tamping is used, hand tampers shall be used to at least 300 mm above the cable before machine tamping may be used. The Contractor shall level all excavations so as to be ready for topsoil and seed or sod. Should settlement occur in the excavation and cause a depression in the surface, the Contractor shall repair the surface to the satisfaction of the Contract Administrator.

E10.41.3 Excavations remaining where standards have been removed shall be backfilled with spoil, pit run gravel or 3/4 down limestone and compacted in lifts of 150mm. The top 300 mm of the excavation shall be backfilled with topsoil.

E10.41.4 Excavations remaining where utility crossings have been exposed shall be backfilled with sand or clean spoil and compacted in lifts of 150mm. The top 300 mm of the excavation shall be backfilled with topsoil.

E10.42 As-Built Drawing

E10.42.1 The Contractor shall provide an as-built drawing or mark-up drawing to the Contract Administrator which accurately displays the "as-built" location of the buried street light cables, conduits and street light standards.

MEASUREMENT AND PAYMENT

E10.43 Removal and Salvage Street Light Pole and Base

E10.43.1 This pay item will be measured on a unit basis and paid for at the Contract Unit Price per unit for "Removal of 25' to 35' street light pole and precast, poured in place concrete, steel power installed base or direct buried including davit arm, luminaire and appurtenances". The number of units to be paid for at the Contract Unit Price for the total number of 25' to 35' street light poles and precast, poured in place concrete, steel power installed base or direct buried including davit arm, luminaire, complete with pressurized water/vacuum excavation and appurtenances removed in accordance with this specification, shall be verified and accepted by the Contract Administrator. The Price shall be payment in full for performing all operations herein described and all other items incidental to the work included in the specification.

E10.44 Installation of #4 AL C/N or 1/0 AL Triplex Streetlight Cable by Open Trench Method

E10.44.1 This pay item will be measured on a linear metre basis and paid for at the Contract Unit Price per linear metre for "Installation of #4 AL C/N or 1/0 AL Triplex streetlight cable by open trench method." The number of meters to be paid for at the contract price for the Installation of #4 AL C/N or 1/0 AL Triplex streetlight cable by open trench method in accordance with this specification, shall be measured and accepted by the Contract Administrator. The Price shall be payment in full for performing all operations herein described complete with backfilling the trench, buried utility crossings and all other items incidental to the work included in the specification.

E10.45 Installation of 50 mm Conduit by Boring Method complete with Cable Insertion (#4 AL C/N or 1/0 AL Triplex).

E10.45.1 This pay item will be measured on a linear metre basis and paid for at the Contract Unit Price per linear metre for "Installation of 50 mm conduit by boring method complete with cable insertion (#4 AL C/N or 1/0 AL Triplex)." The number of meters to be paid for at the contract price for the Installation of 50mm conduit by boring method complete with cable insertion (#4 AL C/N or 1/0 AL Triplex) in accordance with this specification, shall be measured and accepted by the Contract Administrator. The Price shall be payment in full for performing all operations herein described complete with inserting #4 AL C/N or 1/0 AL Triplex streetlight cable into conduit, buried utility crossings and all other items incidental to the work included in the specification.

E10.46 Installation of cable (#4 AL C/N or 1/0 AL Triplex) by boring method.

E10.46.1 This pay item will be measured on a linear metre basis and paid for at the Contract Unit Price per linear metre for "Installation of cable (#4 AL C/N or 1/0 AL Triplex) by boring method." The number of meters to be paid for at the contract price for the Installation of cable (#4 AL C/N or 1/0 AL Triplex) by boring method in accordance with this specification, shall be measured and accepted by the Contract Administrator. The Price shall be payment in full for performing all operations herein described complete with buried utility crossings and all other items incidental to the work included in the specification.

E10.47 Installation of 25'/35' Pole, Davit Arm and Precast Concrete Base Including Luminaire and Appurtenances

- E10.47.1 This pay item will be measured on a unit basis and paid for at the Contract Unit Price per unit for "Installation of 25'/35' pole, davit arm and precast concrete base including luminaire and appurtenances." The number of units to be paid for at the contract price for the total number of 25' to 35' street light poles and precast, poured in place concrete, steel power installed base or direct buried including davit arm, luminaire complete with placing cable ends into concrete bases, pressurized water/vacuum excavation, and appurtenances installed in accordance with this specification, shall be verified and accepted by the Contract Administrator. The Price shall be payment in full for performing all operations herein described and all other items incidental to the work included in the specification.
- E10.48 Installation of One (1) 10' Ground Rod at End of Street Light Circuit. Trench #4 Ground Wire up to 1 m From Rod Location to New Street Light and Connect (Hammerlock) to Top of Ground Rod
- E10.48.1 This pay item will be measured on a unit basis and paid for at the Contract Unit Price per unit for "Installation of one (1) 10' ground rod at end of street light circuit. Trench #4 ground wire up to 1 m from rod location to new street light and connect (hammerlock) to top of the ground rod." The number of units to be paid for at the contract price for the total number of Installation of one (1) 10' ground rod at end of street light circuit. Trench #4 ground wire up to 1 m from rod location to new street light and connect (hammerlock) to top of the ground rod installed in accordance with this specification, shall be verified and accepted by the Contract Administrator. The Price shall be payment in full for performing all operations herein described and all other items incidental to the work included in the specification.
- E10.49 Install/Lower 3 m of Cable Guard, Ground Lug, Cable Up Pole, and First 3 M Section of Ground Rod Per Standard CD 315-5
- E10.49.1 This pay item will be measured on a unit basis and paid for at the Contract Unit Price per unit for "Install/lower 3 m of Cable Guard, ground lug, cable up pole, and first 3 m section of ground rod per Standard CD 315-5". The number of units to be paid for at the contract price for the total number of Installation of Install lower 3 m of Cable Guard, ground lug, cable up pole, and first 3 m section of ground rod per Standard CD 315-5 installed in accordance with this specification, shall be verified and accepted by the Contract Administrator. The Price shall be payment in full for performing all operations herein described and all other items incidental to the work included in the specification.
- E10.50 Installation and Connection of Externally-Mounted Relay Per Standards CD 315-12 and CD 315-13
- E10.50.1 This pay item will be measured on a unit basis and paid for at the Contract Unit Price per unit for "Installation and connection of externally-mounted relay per Standards CD 315-12 and CD 315-13".The number of units to be paid for at the contract price for the total number of the externally-mounted relay per Standards CD 315-12 and CD 315-13 installed and connected in accordance with this specification, shall be verified and accepted by the Contract Administrator. The Price shall be payment in full for performing all operations herein described and all other items incidental to the work included in the specification.
- E10.51 Connect 2/C #12 Copper Conductor Street Light Cables Per Standard CD310-4, CD310-9 or CD310-10
- E10.51.1 This pay item will be measured on a unit basis and paid for at the Contract Unit Price per unit for "Connect 2/C #12 copper conductor street light cables per Standard CD310-4, CD310-9 or CD310-10".The number of units to be paid for at the contract price for the total number of the Connect 2/C #12 copper conductor street light cables per Standard CD310-4, CD310-9 or CD310-10 in accordance with this specification, shall be verified and accepted by the Contract Administrator. The Price shall be payment in full for performing all operations herein described and all other items incidental to the work included in the specification.
- E10.52 Splicing #4 AL C/N or 2 Single Conductor Street Light Cables

- E10.52.1 This pay item will be measured on a unit basis and paid for at the Contract Unit Price per unit for "Splicing #4 Al C/N or 2 single conductor street light cables". The number of units to be paid for at the contract price for the total number of the Splicing #4 Al C/N or 2 single conductor street light cables in accordance with this specification, shall be verified and accepted by the Contract Administrator. The Price shall be payment in full for performing all operations herein described and all other items incidental to the work included in the specification.
- E10.53 Splicing 1/0 AL Triplex Cable or 3 Single Conductor Street Light Cables
- E10.53.1 This pay item will be measured on a unit basis and paid for at the Contract Unit Price per unit for "Splicing 1/0 AL triplex cable or 3 single conductor street light cables". The number of units to be paid for at the contract price for the total number of the Splicing 1/0 AL triplex cable or 3 single conductor street light cables in accordance with this specification, shall be verified and accepted by the Contract Administrator. The Price shall be payment in full for performing all operations herein described and all other items incidental to the work included in the specification.
- E10.54 Installation of Break-Away Base and Reaction Plate on Base-Mounted Poles up to 35'
- E10.54.1 This pay item will be measured on a unit basis and paid for at the Contract Unit Price per unit for "Installation of break-away base and reaction plate on base mounted poles up to 35'". The number of units to be paid for at the contract price for the total number of the Installation of break-away base and reaction plate on base mounted poles up to 35' in accordance with this specification, shall be verified and accepted by the Contract Administrator. The Price shall be payment in full for performing all operations herein described and all other items incidental to the work included in the specification.