



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 184-2005**

**PROVINCE OF MANITOBA / CITY OF WINNIPEG 2005 RESIDENTIAL STREET  
RENEWALS & LOCAL IMPROVEMENTS, - PART 1 DE LA MORENIE STREET AND  
VARIOUS OTHER LOCATIONS, - PART 2 GENDREAU AVENUE AND RUE  
LESTANG, - PART 3 HORACE / EUGENIE LANE AND TREMBLAY / ST.  
CATHERINES LANE**

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## **PART B - BIDDING PROCEDURES**

### **B1. PROJECT TITLE**

- B1.1 PROVINCE OF MANITOBA / CITY OF WINNIPEG 2005 RESIDENTIAL STREET RENEWALS & LOCAL IMPROVEMENTS, - PART 1 DE LA MORENIE STREET AND VARIOUS OTHER LOCATIONS, - PART 2 GENDREAU AVENUE AND RUE LESTANG, - PART 3 HORACE / EUGENIE LANE AND TREMBLAY / ST. CATHERINES LANE

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 25, 2005.
- B2.2 Bid Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

- B3.1 Further to GC:3.1, the Bidder may view the Site without making an appointment.

### **B4. ENQUIRIES**

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B5. ADDENDA**

- B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet website for addenda shortly before submitting his Bid.

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 12 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B6. SUBSTITUTES**

B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.

B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.

B6.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative shall base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B17.

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.

**B7. BID SUBMISSION**

B7.1 The Bid Submission consists of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices, hard copy;
- (c) 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 All components of the Bid Submission 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 in ink, to constitute a responsive Bid.

B7.3 The Bid Submission shall be submitted enclosed and sealed in an envelope. The envelope shall be clearly marked with the Bid Opportunity number and the Bidder's name and address.

B7.3.1 Samples or other components of the Bid Submission 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 Submission.

B7.3.2 A hard copy of Form B: Prices must be submitted with the Bid Submission. 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.

B7.4 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.5 Bid Submissions shall be submitted to:

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

**B8. BID**

B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 14 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, shall be affixed;
  - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.
- B8.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.
- 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 Submission 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 B7.3.2 and B17.4.2, 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 Branch internet 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 Form B: Prices is organized into Parts: Part 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;
  - (b) be responsible and not be suspended, debarred or in default of any obligation to the City;

- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work; and
- (f) employ only Subcontractors who:
  - (i) are responsible and not suspended, debarred or in default of any obligation 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 Branch internet site at <http://www.winnipeg.ca/matmgt>); and
  - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

**B10.2** Further to B10.1(g), the Bidder shall, within three (3) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder 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 - Option 1 administered by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
- (b) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association; or
- (c) 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.)

**B10.3** The Bidder shall be prepared to 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.

**B10.4** 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. SUBCONTRACTORS**

**B11.1** If the Bidder proposes to subcontract any key portion of the Work listed on Form D: Subcontractors, the Bidder shall complete Form D: Subcontractors, giving a complete list of the Subcontractors whom the Bidder proposes to engage and a list of works previously completed by each proposed Subcontractor, similar in nature, scope and value to the portion of the Work proposed to be subcontracted, in sufficient detail to demonstrate each Subcontractor's qualification to undertake this Work.

**B11.2** No more than one Subcontractor may be named for a class of Work unless all Subcontractors named are proposed to do a part of that class of Work and the Bidder appends to Form D: Subcontractors a statement clearly detailing such apportioning.



B11.3 Where a Subcontractor is not identified, it will be interpreted that the Bidder proposes to perform that class of the Work with the Bidder's own forces and the qualification of the Bidder will be evaluated on that basis.

## **B12. EQUIPMENT**

B12.1 The Bidder shall complete Form E: Equipment giving a list of:

- (a) the minimum quantity of equipment in first class working condition that the Bidder proposes to employ on the Work; and
- (b) additional equipment in first class working condition that the Bidder is prepared to employ on the Work if required by the Contract Administrator.

## **B13. BID SECURITY**

B13.1 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.

B13.1.1 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.

B13.2 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.

B13.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B13.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.

B13.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.

B13.3 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.

## **B14. OPENING OF BIDS AND RELEASE OF INFORMATION**

B14.1 Bid Submissions will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Branch, or in such other office as may be designated by the Manager of Materials.

B14.1.1 Bidders or their representatives may attend.

B14.1.2 Bid Submissions determined by the Manager of Materials, or his designate, to not include the bid security specified in B13 will not be read out.

B14.2 After the public opening, the names of the Bidders and their Total Bid Prices as read out (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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

B14.3 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

B14.4 The Bidder is advised that any information contained in any Bid Submission 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.

## **B15. IRREVOCABLE BID**

B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 13 of Form A: Bid.

B15.2 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 13 of Form A: Bid.

## **B16. WITHDRAWAL OF BIDS**

B16.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B16.1.1 Notwithstanding GC:23.3, 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.

B16.1.2 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 14 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B16.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:

- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
- (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 14 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Bid withdrawn.

B16.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B15.2 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.

## **B17. EVALUATION OF BIDS**

B17.1 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 (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.

B17.2 Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission 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 if the interests of the City so require.

B17.2.1 Any bid with an apparent imbalance between the unit prices in Part 1 and Part 2 may be determined to be non-responsive and rejected by the Award Authority in its sole discretion, acting reasonably.

B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.

B17.4 Further to B17.1(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.

B17.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B17.4.2 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.

## **B18. AWARD OF CONTRACT**

B18.1 The City will give notice of the award of the Contract by way of a letter of intent, or will give notice that no award will be made.

B18.2 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.

B18.2.1 Without limiting the generality of B18.2, 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.

- B18.3 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.
- B18.4 As noted in D2 and identified in Form B: Prices, the Work of Part 2 will be contingent upon the Province approving funding for the Work. If sufficient funding for Part 2 Work is not approved by the Province the City shall have the right to eliminate all or any portion of Part 2 Work in accordance with D2.

## **PART C - GENERAL CONDITIONS**

### **C1. GENERAL CONDITIONS**

- C1.1 The General Conditions for Construction Contracts (Revision 2000 11 09) are applicable to the Work of the Contract.
- C1.2 The *General Conditions for Construction Contracts* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

- D1.1 In addition to the General Conditions for Construction Contracts, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.4 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.5 The General Conditions are amended by deleting GC:6.16 and GC:6.17. The City of Winnipeg is now within the jurisdiction of the Manitoba Ombudsman pursuant to The Ombudsman Act.

#### **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 – Provincially Funded Work.
  - (c) Part 3 – Local Improvement Funded Work

##### **Part 1 – City Funded Work**

- D2.2 Part 1 – City Funded Work shall consist of:
- (a) Major Rehabilitation
    - (i) Rue De La Morenie - Hamel Avenue to Bertrand Street
    - (ii) Ducharme Avenue - Pembina Highway to Villeneuve Boulevard
    - (iii) Elizabeth Road - Drake Boulevard to De Bourmont Avenue
    - (iv) Kings Drive - Avila Avenue to Seier Bay
    - (v) Lawndale Avenue - Walmer Street to Kirkdale Street

##### **Part 2 – Provincially Funded Work**

- D2.3 Part 2 – Provincially Funded Work shall consist of:
- (a) Reconstruction
    - (i) Ave Gendreau - Le Maire Street to Villeneuve Boulevard
    - (ii) Rue Lestang - Ave Gendreau to Houde Drive

##### **Part 3 – Local Improvement Funded Work**

- D2.4 Part 3 – Local Improvement Funded Work shall consist of:
- (a) New Pavement
    - (i) Horace / Eugenie Lane - Tache Avenue to Kenny Avenue
    - (ii) Tremblay / St. Catherine Lane - Evan Street to Tremblay Street

- D2.5 Bidders are advised that 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 the Province of Manitoba by late May. Part 2 of the Work is contingent upon the Province approving sufficient funding.
- D2.5.1 Further to GC:7.1, 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.
- D2.5.2 Further to GC:7.5, GC:7.5.1, and GC:7.6, a reduction in the Contract Price pursuant to D2.5.1 shall not be considered in calculating the aggregate reduction in the Contract Price for purposes of GC:7.5.
- D2.5.3 If all or any portion of Part 2 is eliminated pursuant to D2.5.1, the time periods stipulated in D19 for Substantial Performance of the Work and in D20 for Total Performance of the Work will be reduced proportionally by the Contract Administrator acting reasonably.
- D2.6 The major components of the Work are as follows:
- (a) Major Reconstruction
    - (i) Planing of existing asphalt pavement as required
    - (ii) Full depth slab patching
    - (iii) Renewal of existing curb utilizing slip-form paving equipment
    - (iv) Complete curb renewal at intersections
    - (v) Renewal of existing sidewalk as required
    - (vi) Installation of catchbasins and connection pipe
    - (vii) Placement asphalt overlay (Average thickness –75-100mm)
    - (viii) Boulevard restoration
  - (b) Reconstruction
    - (i) Remove existing pavement
    - (ii) Minimal base repairs
    - (iii) Re-Grade existing base
    - (iv) Installation of catchbasins and connection pipe
    - (v) Adjustment of existing manholes
    - (vi) Construct 100mm curb and gutter (separate) utilizing slip-form paving equipment
    - (vii) Construct 100mm Asphalt concrete pavement
    - (viii) Sidewalk Renewal
    - (ix) Boulevard restoration
  - (c) New Pavement
    - (i) Remove existing pavement
    - (ii) Excavation
    - (iii) Installation of subdrains
    - (iv) Compaction of existing sub-grade
    - (v) Installation of catchbasins and connection pipe
    - (vi) Placement of separation/reinforcement fabric
    - (vii) Placement of sub-base and base course materials
    - (viii) Adjustment of existing manholes
    - (ix) Construct 150mm concrete pavement (reinforced)
    - (x) Complete curb renewal at intersections
    - (xi) Boulevard restoration

**D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is SEG Engineering Inc., represented by:

Scott Minty, E.I.T.  
Project Coordinator  
200 Tache Avenue, Winnipeg, Manitoba R2H 1A7  
Telephone No. (204) 233-2113  
Facsimile No. (204) 233-2080

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

**D4. CONTRACTOR'S SUPERVISOR**

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

D4.2 At least two (2) business days prior to the commencement of any Work on the site, the Contractor shall provide the Contract Administrator with a phone number where the supervisor identified in D4.1 or an alternate can be contacted 24 hours a day to respond to an emergency.

**D5. NOTICES**

D5.1 Except as provided for in GC:23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3, D5.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.

D5.3 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg  
Chief Administrative Officer Secretariat  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-1174

D5.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg  
Corporate Services Department  
Legal Services Division  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1  
Facsimile No.: (204) 947-9155



## **D6. FURNISHING OF DOCUMENTS**

- D6.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Bid Opportunity. If the Contractor requires additional sets of the Bid Opportunity, they will be supplied to him at cost.

## **SUBMISSIONS**

### **D7. SAFE WORK PLAN**

- D7.1 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 GC:4.1 for the return of the executed Contract.
- D7.2 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

### **D8. INSURANCE**

- D8.1 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) all inclusive, with The City of Winnipeg being named as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
  - (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the City Solicitor with a certified true copy or a certificate of insurance of each policy, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the GC:4.1 for the return of the executed Contract.
- D8.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

### **D9. PERFORMANCE SECURITY**

- D9.1 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.

D9.1.1 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.

D9.2 If the bid security provided in his Bid Submission was not a certified cheque or draft pursuant to B13.1(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 GC:4.1 for the return of the executed Contract.

D9.3 The Contractor shall provide the City Solicitor with a certified true copy or a certificate of insurance of each policy, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the GC:4.1 for the return of the executed Contract.

D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

#### **D10. SUBCONTRACTOR LIST**

D10.1 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 GC:4.1 for the return of the executed Contract.

#### **D11. EQUIPMENT LIST**

D11.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at or prior to a pre-construction meeting, or at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the GC:4.1 for the return of the executed Contract.

#### **D12. DETAILED WORK SCHEDULE**

D12.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract.

D12.2 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 shall complete the Detailed Work Schedule for only Part 1 of the Work assuming that, if all of Part 2 is eliminated, the time periods stipulated in D19 for Substantial Performance of the Work and in D20 for Total Performance of the Work will be reduced by twenty five (25) Working Days

D12.3 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 shall submit a revised Detailed Work Schedule no later than two (2) Business Days from receipt of the notification.

D12.4 The detailed work schedule shall consist of the following:

- (a) Gantt chart identifying;

- (i) commencement date
- (ii) substantial performance
- (iii) total performance

all acceptable to the Contract Administrator.

D12.5 Further to D12.4(a), the Gantt chart shall show the time on a weekly and working day basis, and the required proposed work for each location in the contract. The time shall be on the horizontal axis, and the type of work shall be on the vertical axis. Include the following:

- (i) Planing and removal of pavement
- (ii) Excavation
- (iii) Placement of base/sub-base
- (iv) Related underground works
- (v) Concrete works including curb and sidewalk
- (vi) Asphalt or concrete paving
- (vii) Restoration

### **D13. SECURITY CLEARANCE**

D13.1 Each individual proposed to perform Work:

- (a) on private property;

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

D13.1.1 The Criminal Records Search shall include a Vulnerable Sector Search.

D13.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform Work within City facilities or on private property.

D13.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work within City facilities or on private property.

D13.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

D13.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform Work under the Contract within City facilities or on private property.

### **SCHEDULE OF WORK**

#### **D14. COMMENCEMENT**

D14.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.

- D14.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence that the Contractor is 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;
    - (ii) evidence of the workers compensation coverage specified in GC:6.14;
    - (iii) the twenty-four (24) hour emergency response phone number specified in D4.2.
    - (iv) the Safe Work Plan specified in D7;
    - (v) evidence of the insurance specified in D8;
    - (vi) the performance security specified in D9;
    - (vii) the subcontractor list specified in D10;
    - (viii) the equipment list specified in D11;
    - (ix) the detailed work schedule specified in D12; and
    - (x) the security clearances 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 July 31, 2005, he has received notification from the Contract Administrator that the City has received notice of sufficient funding from the Province.

## **D15. WORKING DAYS**

- D15.1 Further to GC:1.1(gg);
- D15.1.1 The Contract Administrator will determine daily if a Working Day has elapsed and will record his assessment. On a weekly basis the Contract Administrator will provide the Contractor with a record of the Working Days assessed for the preceding week. The Contractor shall sign each report signifying that he agrees with the Contract Administrator's determination of the Working Days assessed for the report period.
- 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 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) Gas lines to be wrapped and lowered, if required by Manitoba Hydro.

- (b) Temporary overhead street lighting cables and repair/relocation of underground street lighting cables, if required by Manitoba Hydro.

#### **D18. SEQUENCE OF WORK**

D18.1 Further to GC 6.1, 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.

#### **D19. SUBSTANTIAL PERFORMANCE**

D19.1 The Contractor shall achieve Substantial Performance within sixty-five (65) 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 seventy-five (75) 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 Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City fifteen

hundred dollars (\$1500) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.

D21.2 The amount specified for liquidated damages in D21.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance by the day 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) Landscape maintenance as specified in CW 3510-R7;
- (b) Reflection cracking and sealing during one-year maintenance period as specified in CW3250-R5;

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 deems it necessary.

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

D24.1 Further to GC:6.26, 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. WARRANTY**

D25.1 Notwithstanding GC:13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) years thereafter for rehabilitation works , and two (2) years thereafter for pavement reconstruction works, unless extended pursuant to GC:13.2.1 or GC:13.2.2, in which case it shall expire when provided for thereunder.

D25.2 Notwithstanding GC:13.2 or D25.1 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; or

D25.2.1 In such case the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in GC:13.2 for the warranty period to begin.

**FORM H1: PERFORMANCE BOND**  
(See D9)

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 dated the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for:

BID OPPORTUNITY NO. 184-2005

PROVINCE OF MANITOBA / CITY OF WINNIPEG 2005 RESIDENTIAL STREET RENEWALS & LOCAL IMPROVEMENTS, - PART 1 DE LA MORENIE STREET AND VARIOUS OTHER LOCATIONS, - PART 2 GENDREAU AVENUE AND RUE LESTANG, - PART 3 HORACE / EUGENIE LANE AND TREMBLAY / ST. CATHERINES LANE

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)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)**  
(See D9)

\_\_\_\_\_  
(Date)

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

RE: PERFORMANCE SECURITY – BID OPPORTUNITY NO. 184-2005

PROVINCE OF MANITOBA / CITY OF WINNIPEG 2005 RESIDENTIAL STREET RENEWALS &  
LOCAL IMPROVEMENTS, - PART 1 DE LA MORENIE STREET AND VARIOUS OTHER LOCATIONS, -  
PART 2 GENDREAU AVENUE AND RUE LESTANG, - PART 3 HORACE / EUGENIE LANE AND  
TREMBLAY / ST. CATHERINES LANE

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

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

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

\_\_\_\_\_ Canadian dollars.

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

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

Partial drawings are permitted.

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

\_\_\_\_\_  
(Address)

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

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

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

\_\_\_\_\_  
(Date)

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

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

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)



**FORM K: EQUIPMENT**  
(See D11)

PROVINCE OF MANITOBA / CITY OF WINNIPEG 2005 RESIDENTIAL STREET RENEWALS & LOCAL IMPROVEMENTS, - PART 1 DE LA MORENIE STREET AND VARIOUS OTHER LOCATIONS, - PART 2 GENDREAU AVENUE AND RUE LESTANG, - PART 3 HORACE / EUGENIE LANE AND TREMBLAY / ST. CATHERINES LANE

**1. Category/type:**

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

**2. Category/type:**

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

**3. Category/type:**

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

**FORM K: EQUIPMENT**  
(See D11)

PROVINCE OF MANITOBA / CITY OF WINNIPEG 2005 RESIDENTIAL STREET RENEWALS & LOCAL IMPROVEMENTS, - PART 1 DE LA MORENIE STREET AND VARIOUS OTHER LOCATIONS, - PART 2 GENDREAU AVENUE AND RUE LESTANG, - PART 3 HORACE / EUGENIE LANE AND TREMBLAY / ST. CATHERINES LANE

**4. Category/type:**

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

**5. Category/type:**

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

**6. Category/type:**

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS, STANDARD DETAILS AND DRAWINGS

- E1.1 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.1.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- E1.1.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.1.3 Further to GC:2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.2 The following Drawings are applicable to the Work:

<u>Drawing Title</u>	<u>Drawing No.</u>	<u>Size</u>
2005 Residential Street Renewals & Local Improvements Cover Page		A1
Rue De La Morenie - Hamel Avenue to Bertrand Street Pavement Rehabilitation	01	Letter
Elizabeth Road - Drake Blvd to Du Bourmont Ave Pavement Rehabilitation	02	Letter
Lawndale Avenue - Walmer Street to Kirkdale Street Pavement Rehabilitation	03	Letter
Ave Ducharme - Pembina Hwy to Boul Villeneuve Pavement Rehabilitation	04	Letter
King's Drive - Avila Avenue to Seier Bay Pavement Rehabilitation	05	Letter
Ave Gendreau - From Rue Le Maire to Sta. 2+25	063-039-01	A1
Ave Gendreau - From Sta. 2+25 to Sta. 3+80	063-039-02	A1
Ave Gendreau - From Sta. 3+80 to Boul Villeneuve	063-039-03	A1
Rue Lestang - From Matchline A-A to Houde Dr.	063-039-04	A1
Horace / Eugenie Lane - From Tache Ave. to Sta. 2+15	063-039-05	A1
Horace / Eugenie Lane - From Sta. 2+25 to Kenny St.	063-039-06	A1
Tremblay / St. Catherine Lane - From Evans St. to Sta. 2+31.112	063-039-07	A1
Tremblay / St. Catherine Lane - From Sta. 2+31.112 to Tremblay St.	063-039-08	A1
Tremblay / St. Catherine Lane - From Matchline to St. Catherine St.	063-039-09	A1

## **E2. OFFICE FACILITIES**

- E2.1 The Contractor shall supply office facilities meeting the following requirements:
- (a) The field office shall be for the exclusive use of the Contract Administrator.
  - (b) The building shall be conveniently located near the site of the Work.
  - (c) The building shall have a minimum floor area of 25 square metres, 2.4 with two windows for cross ventilation and a door entrance with a suitable lock.
  - (d) The building shall be suitable for all weather use. It shall be equipped with an electric heater and air conditioner so that the room temperature can be maintained between either 16-18°C or 24-25°C.
  - (e) The building shall be adequately lighted with fluorescent fixtures and have a minimum of three wall outlets..
  - (f) The building shall be furnished with one desk, one drafting table, one stool and eight (8) chairs..
  - (g) A portable toilet shall be located near the field office building. The toilet shall have a locking door and be for the exclusive use of the Contract Administrator and other personnel from the City.
  - (h) The field office building and the portable toilet shall be cleaned on a weekly basis immediately prior to each site meeting. The Contract Administrator may request additional cleaning when he deems it necessary.
- E2.2 The Contractor shall be responsible for all installation and removal costs, all operating costs, and the general maintenance of the office facilities.
- E2.3 The office facilities will be provided from the date of the commencement of the Work to the date of Substantial Performance..
- E2.4 On a one time basis, where directed by the Contract Administrator, the Contractor shall relocate the office facilities to a location more convenient for the remaining Work.

## **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 designate.

E3.3 No separate measurement or payment will be made for the protection of trees.

E3.4 Elm trees cannot be trimmed between April 1 and July 31, inclusive.

#### **E4. TRAFFIC CONTROL**

E4.1 Further to clauses 3.6 and 3.7 of CW 1130-R1:

- (a) Where directed, the Contractor shall construct and maintain temporary asphalt ramps to alleviate vertical pavement obstructions such as manholes and planing drop-offs to the satisfaction of the Contract Administrator. No measurement for payment will be made for this work.
- (b) In accordance with the Manual of Temporary Traffic Control, the Contractor ("Agency" in the manual) shall make arrangements with the Traffic Services Section of the City of Winnipeg to place all temporary regulatory signs. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by the Traffic Services Section of the City of Winnipeg in connection with the works undertaken by the Contractor.

#### **E5. TRAFFIC MANAGEMENT**

E5.1 Further to clause 3.7 of CW 1130-R1:

E5.1.1 The Contractor shall schedule construction activities to meet the following:

- (a) Ave Gendreau - Le Maire Street to Villeneuve Boulevard will be closed to all traffic. The Contractor shall sign the street "Road Closed " in accordance with the Manual of Temporary Traffic Control.
- (b) Rue Lestang – Ave Gendreau to Houde Drive will be closed to all traffic. The Contractor shall sign the street "Road Closed " in accordance with the Manual of Temporary Traffic Control.
- (c) Elizabeth Road - Drake Boulevard to Du Bourmont Avenue at least one lane for local access traffic shall be maintained along this street during construction. At least one intersection on adjacent bays shall be open at a time.
- (d) Ave Ducharme - Pembina Highway to Villeneuve Boulevard at least one lane for local access traffic shall be maintained along this street during construction. At least one intersection on adjacent bays shall be open at a time.
- (e) Kings Drive - Avila Avenue to Seier Bay at least one lane for local access traffic shall be maintained along this street during construction. At least one intersection on adjacent bays shall be open at a time.
- (f) Rue De La Morenie - Hamel Avenue to Bertrand Street 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.
- (g) Lawndale Avenue - Walmer Street to Kirkdale Street 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.

- (h) Horace / Eugenie Lane - Tache Avenue to Kenny Avenue local access and/or bus traffic shall be maintained when possible as determined by the Contract Administrator. The road shall be closed to traffic only with the approval of the Contract Administrator.
- (i) Tremblay / St. Catherine Lane - Evans Street to Tremblay Street local access and/or bus traffic shall be maintained when possible as determined by the Contract Administrator. The road shall be closed to traffic only with the approval of the Contract Administrator.

E5.1.2 Should the Contractor be unable to maintain an existing access to a residence or business, he shall review the planned disruption with the business or residence and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 24 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.

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

## **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, 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 No measurement or payment will be made for the work associated with this specification.

## **E7. PEDESTRIAN SAFETY**

E7.1 During the projects construction, a temporary snow fence shall be installed where requested the Contract Administrator.. The Contractor shall be responsible for maintaining the snow fence in a proper working condition. No measurement for payment shall be made for this work.

## **E8. WATER USED BY CONTRACTOR**

E8.1 Further to clause 3.7 of CW 1120-R1, the Contractor shall pay for all costs associated with obtaining water in accordance with the Waterworks By-law. Sewer charges will not be assessed for water obtained from a hydrant.

## **E9. SURFACE RESTORATIONS**

E9.1 Further to clause 3.3 of CW 1130-R1, 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.

**E10. INFRASTRUCTURE SIGNS**

E10.1 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

**E11. SUPPLY AND INSTALLATION OF HIGH STRENGTH GEOTEXTILE FABRIC**

DESCRIPTION

E11.1 General

E11.1.1 This specification covers the supply and installation of high strength geotextile fabric for bridging over unstable sub-grade conditions.

E11.1.2 Referenced Standard Construction Specifications

(a) CW 3130 - Supply and Installation of Geotextile Fabrics

MATERIALS

E11.2 Mill Certificate and Bill of Lading

E11.2.1 Provide mill certificate and bill of lading in accordance with Section 2 of CW 3130.

E11.3 High Strength Geotextile Fabric

E11.3.1 Separation/reinforcement fabric will be woven fabric and meet or exceed the following requirements:

PHYSICAL PROPERTY	REQUIREMENTS	TEST METHOD
Grab Tensile Strength	1750 N – minimum MD 1100 N – minimum CD	ASTM D4632
Puncture Strength	800 N – minimum	ASTM D4833
Trapezoidal Tear	800 N – minimum MD 490 N – minimum CD	ASTM D4533
Apparent Opening Size	0.600 mm – maximum	ASTM D4751
Permittivity	0.05 sec <sup>-1</sup> - minimum	ASTM D4491
U.V. Resistance	70% per 500 hrs – minimum	ASTM D4355
Mullen Burst	5500 kPa – minimum	ASTM D3786

MD – Indicates property in machine direction or along the roll length.

CD – Indicates property in cross machine direction or across the roll width.

E11.3.2 All physical property requirements are MARV (Minimum Average Roll Values) determined in accordance with ASTM 4759.

E11.3.3 Acceptable products will be Armtec Geolon HP 370, or an approved equal.

#### CONSTRUCTION METHODS

E11.4 Install high strength geotextile fabric in accordance with Section 3.1 of CW 3130.

#### MEASUREMENT AND PAYMENT

E11.5 High Strength Geotextile Fabric

E11.5.1 Supply and installation of high strength geotextile fabric will be measured on an area basis and paid for at the Contract Unit Price per square metre for "High Strength Geotextile Fabric". The area to be paid for will be the total number of square metres of high strength geotextile fabric, supplied and installed in accordance with this specification, accepted and measured by the Contract Administrator.

E11.5.2 Only material placed within the designated sub-grade limits will be included in the payment for "High Strength Geotextile Fabric".

E11.5.3 No measurement or payment will be made for geotextile fabric removed and replaced due to improper installation or damaged materials.

### **E12. PATCHING OF EXISTING PAVEMENT**

#### DESCRIPTION

E12.1 General

E12.1.1 This specification covers patching of existing concrete pavement in preparation for an asphalt overlay.

E12.1.2 Referenced Standard Construction Specifications

- (a) CW 3110 – Sub-Grade, Sub-Base and Base Course Construction.
- (b) CW 3130 – Supply and Installation of Geotextile Fabrics.
- (c) CW 3410 – Asphaltic Concrete Pavement Works.

#### MATERIALS

E12.2 Crushed Sub-Base Material

E12.2.1 Crushed Sub-base material will have a maximum aggregate size of 50 millimetre and be supplied in accordance with Section 2.1 of CW 3110.

E12.3 Geotextile Fabric

E12.3.1 Geotextile fabric will be supplied in accordance with Section 2 of CW 3130.

E12.4 Asphalt Material

E12.4.1 Asphalt material will be Type 1A and will be supplied in accordance with Sections 5 and 6 of CW 3410.

## CONSTRUCTION METHODS

### E12.5 General

- E12.5.1 Remove existing concrete pavement to a minimum width of 1.5 metres at locations as shown on the Drawings or as directed by the Contract Administrator in accordance with Section 3.1 of Specification CW 3110.
- E12.5.2 Excavate to a depth of 350 millimetres below the top of the existing pavement.
- E12.5.3 Compact existing sub-grade to a minimum of 95% Standard Proctor Density.
- E12.5.4 Place separation/reinforcement geotextile fabric in accordance with Specification CW 3130.
- E12.5.5 Place and compact crushed sub-base material in accordance with CW 3110 to a 300 millimetres compacted depth. Compact to a minimum of 100% Standard Proctor Density.
- E12.5.6 Place and compact asphalt material to a 50 millimetres compacted depth matching the top of the existing concrete pavement. Compact to an average of 95% percent of the 75 Blow Marshall Density of the paving mixture with no individual test being less than 90% percent.
- E12.5.7 Each layer must be levelled and accepted by the Contract Administrator before the succeeding layer may be placed.
- E12.5.8 Additional excavation and placement of sub-base material beyond the identified pavement structure will be completed in accordance with CW 3110 as directed by the Contract Administrator.

## MEASUREMENT AND PAYMENT

### E12.6 Pavement Patching

- E12.6.1 Pavement patching will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Pavement Patching". The area to be paid for will be the total number of square metres of pavement patched in accordance with this specification, accepted and measured by the Contract Administrator.

## **E13. RECYCLED CONCRETE BASE COURSE MATERIAL**

### DESCRIPTION

#### E13.1 General

- E13.1.1 Further to CW 3110, this specification covers supply and placement of recycled concrete base course material for Full-Depth Partial Slab Patches (Class A, B, C, & D), miscellaneous concrete slabs and sidewalks.

#### E13.2 Definitions

- E13.2.1 Deleterious material – are materials such as vegetation, organic material, wood, glass, plastic, metal, reinforcing steel, building rubble, brick, salvaged asphalt materials, clay, shale, and friable particles.

#### E13.3 Referenced Standard Construction Specifications

- (a) CW 3110 – Sub-Grade. Sub-Base and Base Course Construction.
- (b) CW 3230 – Full-Depth Patching of Existing Pavement Slabs and Joints.
- (c) CW 3235 – Renewal of Existing Miscellaneous Concrete Slabs.

(d) CW 3325 – Portland Cement Concrete Sidewalk.

**MATERIALS**

**E13.4 Recycled Concrete Base Course Material**

E13.4.1 Recycled concrete base course material when used for Full-Depth Partial Slab Patches (Class A, B, C, & D), miscellaneous concrete slabs and sidewalks will be considered equal to granular or limestone base course material specified in Section 2.2 of CW 3110.

E13.4.2 Recycled concrete base course material will be approved by the Contract Administrator.

E13.4.3 Recycled concrete base course material will consist of sound durable particles produced by crushing, screening, and grading of recovered concrete materials, free from soft material that would disintegrate through decay or weathering.

E13.4.4 The recycled concrete base course material will be well graded and conform to the following grading requirements:

**Recycled Concrete Base Course Material Grading Requirements**

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

E13.4.5 Recycled concrete base course material when subjected to the abrasion test will have a loss of not more than 35% when tested in accordance with grading B of ASTM C131, Test for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

E13.4.6 The amount of deleterious material will be limited to a maximum of two percent of the total dry weight.

**CONSTRUCTION METHODS**

**E13.5 Placement of Recycled Concrete Base Course Material**

E13.5.1 Place and compact recycled concrete base course material as a levelling course to a maximum thickness of 50 millimetres.

E13.5.2 Spread materials uniformly to avoid segregation free of pockets of fine and coarse material.

E13.5.3 Level and compact to the finished elevation. Compact to 100% Standard Proctor Density for Full-Depth Partial Slab Patches (Class A, B, C, & D) and 90% Standard Proctor Density for miscellaneous concrete slabs and sidewalks.

E13.5.4 Maintain the finished material until the pavement or sidewalk is placed.

**MEASUREMENT AND PAYMENT**

**E13.6 Recycled Concrete Base Course Material**

E13.6.1 The supplying, placing and compaction of recycled concrete base course material will be measured on a volume basis and paid for at the Contract Unit Price per cubic metre for the "Supplying and Placing Base Course Material" as specified in accordance with CW 3110.

- E13.6.2 No measurement or payment will be made for material placed as a levelling course under miscellaneous concrete slabs and sidewalks where the costs are included in accordance with CW 3235 and CW 3325.
- E13.6.3 No measurement or payment will be made for materials rejected by the Contract Administrator.