

THE CITY OF WINNIPEG

BID OPPORTUNITY

799-2006 BID OPPORTUNITY

PROVINCE OF MANITOBA/CITY OF WINNIPEG 2007 RESIDENTIAL STREET RENEWAL PROGRAM – PART 1: PANDORA AVENUE WEST AND DEVON AVENUE PART 2: MCLEOD AVENUE

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 Province of Manitoba/City of Winnipeg 2007 Residential Street Renewal Program – Part 1: Pandora Avenue West and Devon Avenue Part 2: McLeod Avenue

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 8, 2007.
- B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

- B3.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. ADDENDA

- B4.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B4.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at http://www.winnipeg.ca/matmgt.
- B4.2.2 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 regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B5. SUBSTITUTES

- B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
 - (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.
- B5.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B6. BID COMPONENTS

- B6.1 The Bid shall consist 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;
- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B6.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B6.4.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid.
- B6.4.2 A hard copy of Form B: Prices must be submitted with the Bid. If there is any discrepancy between the Adobe PDF version of Form B: Prices and the Microsoft Excel version of Form B: Prices, the PDF version shall take precedence.
- B6.5 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B6.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.8 Bids shall be submitted to:

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

B7. BID

- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
 - (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

- B7.4 Paragraph 12 of Form A: Bid shall be signed in accordance with the following requirements:
 - (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, shall be affixed;
 - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.
- B7.4.2 All signatures should be witnessed, except where a corporate seal has been affixed.
- B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B8. PRICES

- B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B8.1.1 For the convenience of Bidders, and pursuant to B6.4.2 and B14.4.2, 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.
- B8.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B8.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B8.4 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.

B9. QUALIFICATION

- B9.1 The Bidder shall:
 - (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B9.2 The Bidder and/or 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 Branch internet site at http://www.winnipeg.ca/matmgt); and

- (b) have successfully carried out work similar in nature, scope and value to the Work; and
- be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (d) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- B9.3 Further to B9.2(d), 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/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
 - (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at http://www.winnipeg.ca/matmgt.)
- B9.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B9.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B10. BID SECURITY

- B10.1 The Bidder shall provide bid security in the form of:
 - (a) a bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
 - (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, and undertaking issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form included in the Bid Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.
- B10.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B10.1.2 All signatures on bid securities shall be original, and shall be witnessed or sealed as required.
- B10.2 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B10.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B10.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.

- B10.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.
- B10.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Bid Opportunity.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

- B11.1 Bids will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Branch, or in such other office as may be designated by the Manager of Materials.
- B11.1.1 Bidders or their representatives may attend.
- B11.1.2 Bids determined by the Manager of Materials, or his designate, to not include the bid security specified in B10 will not be read out.
- B11.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at http://www.winnipeg.ca/matmgt.
- B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at http://www.winnipeg.ca/matmgt.
- B11.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B12. IRREVOCABLE BID

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.
- B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid.

B13. WITHDRAWAL OF BIDS

- B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B13.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
 - (a) retain the Bid until after the Submission Deadline has elapsed;

- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.
- B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

B14. EVALUATION OF BIDS

- B14.1 Award of the Contract shall be based on the following bid evaluation criteria:
 - (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B5.
- B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B14.2.1 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.
- B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B14.4 Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B14.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B14.4.2 The electronic Form B: Prices and the formulas imbedded in that spreadsheet are only provided for the convenience of Bidders. The City makes no representations or warranties as to the correctness of the imbedded formulas. It is the Bidder's responsibility to ensure the extensions of the unit prices and the sum of Total Bid Price performed as a function of the formulas within the electronic Form B: Prices are correct.

B15. AWARD OF CONTRACT

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

- B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:
 - (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B15.4 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

CO. 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 Branch internet site at http://www.winnipeg.ca/matmgt.
- 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 three parts:
 - (a) Part 1 City Funded Work
 - (b) Part 2 Provincially Funded Work.

Part 1 - City Funded Work

- D2.2 Part 1 City Funded Work shall consist of:
 - (a) Pavement Reconstruction
 - (i) Pandora Avenue West from Owen Street to Bournais Street
 - (b) Crack and Seat Rehabilitation
 - (i) Devon Avenue from Roch Street to Rothesay Street

Part 2 - Provincially Funded Work

- D2.3 Part 2 Provincially Funded Work shall consist of:
 - (a) Major Rehabilitation
 - (i) McLeod Avenue from Gateway Street to London Street
- 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 the Province of Manitoba by late May. Part 2 of the Work is contingent upon the Province 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 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.
- D2.5 The major components of the Work are as follows:
 - (a) Pavement Reconstruction
 - (i) Phase I Owen St to west gutter of Bournais St
 - (i) Remove Existing Pavement
 - (ii) Excavation
 - (iii) Compaction of Existing Subgrade
 - (iv) Installation of Catchbasin and Connection Pipe
 - (v) Abandonment of Existing Catchbasins
 - (vi) Placement of Separation/Reinforcement Fabric
 - (vii) Placement of Subbase and Base Course Materials
 - (viii) Sidewalk Renewals

- (ix) Construct 180 mm reverse curb and gutter (dowelled) utilizing slip-form paving equipment
- (x) Placement of Asphalt Paving (Total thickness 150 mm)
- (xi) Filling of Ditches and Boulevard Restoration
- (ii) Phase II Bournais Intersection (in stages)
 - (i) Remove Existing Pavement
 - (ii) Excavation
 - (iii) Compaction of Existing Subgrade
 - (iv) Placement of Separation/Reinforcement Fabric
 - (v) Placement of Subbase and Base Course Materials
 - (vi) Placement of 200 mm Concrete Pavement (Reinforced) 24 hour early opening
 - (vii) Installation of Concrete Barrier Curb (180 mm height)
 - (viii) Boulevard Restoration
- (b) Crack and Seat Rehabilitation
 - (i) Complete Saw Cutting of Centerline
 - (ii) Removal of Existing Curb
 - (iii) Crack and Seat Existing Pavement
 - (iv) Sidewalk Renewals
 - (v) Installation of Catchpits
 - (vi) Construct Curb utilizing slip-form paving equipment (100 mm height)
 - (vii) Complete Slab repairs
- (viii) Complete Pavement Patching
- (ix) Planing of Existing Tie ins
- (x) Placement of Asphalt Overlay complete with moisture/stress absorption fabric (average thickness 100 mm)
- (c) Major Rehabilitation
 - (i) Planing of Existing Pavement
 - (ii) Renewal of Required Joint and Slab Repairs
 - (iii) Sidewalk Renewal
 - (iv) Construct Concrete Curb utilizing slip-form paving equipment (150 mm height)
 - (v) Adjustment of Existing Catchbasins and Manholes
 - (vi) Boulevard Restoration
 - (vii) Placement of Asphalt Mainline Paving (Average Thickness 75 mm)
- (viii) Placement of Asphalt Paving at Tie ins and Driveways as required

D3. CONTRACT ADMINISTRATOR

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

Taran J. Peters, P. Eng. Project Manager 200 – 895 Waverley Street Winnipeg, Manitoba R3T 5P4 Telephone No. (204) 453-2301

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

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

D4. CONTRACTOR'S SUPERVISOR

- D4.1 At the pre-construction meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D4.2 At least two (2) business days prior to the commencement of any Work on the site, the Contractor shall provide the Contract Administrator with a phone number where the supervisor identified in D4.1 or an alternate can be contacted 24 hours a day to respond to an emergency.

D5. NOTICES

- D5.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3, D5.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.
- D5.3 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Attn: Chief Administrative Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-1174

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

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

Facsimile No.: (204) 947-9155

D6. FURNISHING OF DOCUMENTS

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

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on

business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. SAFE WORK PLAN

- D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D8.2 The Safe Work Plan shall be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at http://www.winnipeg.ca/matmgt.

D9. INSURANCE

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
 - (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance:
 - (c) an all risks Installation Floater carrying adequate limits to cover all machinery and equipment utilized during the performance of the Work.
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in the C4.1 for the return of the executed Contract.
- D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D10. PERFORMANCE SECURITY

- D10.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
 - (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D10.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D10.2 If the bid security provided in his Bid was not a certified cheque or draft pursuant to B10.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site and in no event later than the date specified in the C4.1 for the return of the executed Contract.

D11. SUBCONTRACTOR LIST

D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at or prior to a pre-construction meeting, or at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the C4.1 for the return of the executed Contract.

D12. EQUIPMENT LIST

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

D13. DETAILED WORK SCHEDULE

- D13.1 The Contractor shall provide the Contract Administrator with a detailed work schedule (Form L: Detailed Work Schedule) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract.
- D13.2 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 Form L: 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 fifteen (15) 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 shall submit a revised Detailed Work Schedule no later than two (2) Business Days from receipt of the notification.

SCHEDULE OF WORK

D14. COMMENCEMENT

- D14.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.
- D14.2 The Contractor shall not commence any Work on the Site until:
 - (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the twenty-four (24) hour emergency response phone number specified in D4.2.
 - (iv) the Safe Work Plan specified in D8;
 - (v) evidence of the insurance specified in D9;
 - (vi) the performance security specified in D10;
 - (vii) the subcontractor list specified in D11;
 - (viii) the equipment list specified in D12;

- (ix) the detailed work schedule specified in D13.
- (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 not commence the Work on the Site before May 28th, 2007, and shall commence the Work on Site no later than June 4th, 2007, as directed by the Contract Administrator and weather permitting.
- 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, 2007, he has received notification from the Contract Administrator that the City has received notice of sufficient funding from the Province.
- D14.5 The City intends to award this Contract by April 30, 2007

D15. WORKING DAYS

- D15.1 Further to C1.1(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 agree 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.

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) MTS- Miscellaneous adjustments to manholes or other appurtenances may be required on any of the residential streets. These adjustments should be co-ordinated with the adjustment of drainage inlets and manholes performed by the Contractor;
 - (b) Manitoba Hydro Miscellaneous adjustments to manholes or other appurtenances may be required on any of the residential streets. These adjustments should be co-ordinated with the adjustment of drainage inlets and manholes performed by the Contractor. In addition, temporary overhead street lighting cables, and new permanent street lighting cables behind the curb may be placed at the Reconstruction roadwork locations, and should be co-ordinated prior to any boulevard grading taking place.
 - (c) Manitoba Hydro Gas Division Gas services will be lowered if required on Reconstruction roadwork locations. This work should be co-ordinated immediately after excavation has taken place.

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.
- D18.1.4 The construction of Pandora Avenue West shall take place in two phases. Phase 1 shall be the asphalt reconstruction of Pandora Avenue West from Owen Street to the west end of radius of Bournais Street as shown in the drawings. Phase 2, which is the reconstruction of the concrete intersection at Bournais Street shall be constructed so as to maintain a minimum of one lane of traffic at all times and shall commence immediately following the point at which Phase 1 is substantially performed.

D19. SUBSTANTIAL PERFORMANCE

- D19.1 The Contractor shall achieve Substantial Performance within thirty (30) 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 thirty five (35) 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 Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City one thousand seven hundred dollars (\$1700) per Working Day for each and every Working Day following the day fixed herein for Total 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 damages in the event that the Contractor does not achieve Total 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) Reflective Crack Maintenance as specified in CW 3250:
 - (b) Sodding (Maintenance Period) as specified in CW 3510;
- 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 C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

WARRANTY

D25. WARRANTY

- D25.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter for Pandora Avenue West, and one (1) year thereafter for Devon Avenue and McLeod Avenue, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.
- D25.2 Notwithstanding C13.2 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
 - (b) Substantial Performance has been achieved
- 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 C13.2 for the warranty period to begin.

FORM H1: PERFORMANCE BOND (See D10)

KNO	W ALL MEN BY THE	ESE PRESENTS THAT	
(here	einafter called the "Pr	after called the "Principal"), and after called the "Principal"), are held and firmly bound unto THE CITY OF WINNIPEG (hereinafter ne "Obligee"), in the sum of dollars (\$	
			VINNIPEG (hereinafter
		dollars (\$	
sum	the Principal and the	e Surety bind themselves, their heirs, executors, administration	
WHE	REAS the Principal	has entered into a written contract with the Obligee dated the	ne
	day of	, 20, for:	
BID (OPPORTUNITY NO.	. 799-2006	
Pand			gram – Part 1:
which	h is by reference ma	de part hereof and is hereinafter referred to as the "Contrac	:t".
NOW	/ THEREFORE the c	condition of the above obligation is such that if the Principal	shall:
(a) (b) (c) (d) (e)	forth in the Contra perform the Work make all the payr in every other re Contract; and indemnify and sa demands of ever claims, actions	ract and in accordance with the terms and conditions specific in a good, proper, workmanlike manner; ments whether to the Obligee or to others as therein provide espect comply with the conditions and perform the cover ave harmless the Obligee against and from all loss, costs, ry description as set forth in the Contract, and from all perfor loss, damages or compensation whether arising	ed in the Contract; ed; nants contained in the damages, claims, and enalties, assessments, under "The Workers
	performance or	non-performance of the Contract or any part thereof d warranty period provided for therein;	
		N SHALL BE VOID, but otherwise shall remain in full force able for a greater sum than the sum specified above.	and effect. The Surety
nothi or re	ng of any kind or ma	ECLARED AND AGREED that the Surety shall be liable atter whatsoever that will not discharge the Principal shall of the Surety, any law or usage relating to the liability of Society.	operate as a discharge
IN W	TITNESS WHEREOF	the Principal and Surety have signed and sealed this bond	the
	day of	20	

SIGNED AND SEALED in the presence of:		
•	(Name of Principal)	
	Per:	(Seal)
(Witness)	Per:	
	(Name of Surety)	
	By: (Attorney-in-Fact)	(Seal)

FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT (PERFORMANCE SECURITY) (See D10)

(Date)	
The City of Winnipeg Corporate Services Department Legal Services Division 185 King Street, 3rd Floor Winnipeg MB R3B 1J1	
RE: PERFORMANCE SECU	JRITY – BID OPPORTUNITY NO. 799-2006
	ity of Winnipeg 2007 Residential Street Renewal Program – Part 1: on Avenue Part 2: McLeod Avenue
Pursuant to the request of and f	or the account of our customer,
(Name of Contractor)	,
(Address of Contractor)	
WE HEREBY ESTABLISH in you in the aggregate	our favour our irrevocable Standby Letter of Credit for a sum not exceeding
	Canadian dollars.
demand for payment made upon Letter of Credit for the payment payment without inquiring whet	may be drawn on by you at any time and from time to time upon written on us by you. It is understood that we are obligated under this Standby of monies only and we hereby agree that we shall honour your demand for her you have a right as between yourself and our customer to make such g any claim of our customer or objection by the customer to payment by us.
	ter of Credit may be reduced from time to time only by amounts drawn upon writing given to us by you if you desire such reduction or are willing that it be
Partial drawings are permitted.	
We engage with you that all de Letter of Credit will be duly hono	emands for payment made within the terms and currency of this Standby oured if presented to us at:
(Address)	
and we confirm and hereby und	ertake 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)
ı Cı.	(Authorized Signing Officer)

FORM J: SUBCONTRACTOR LIST

(See D11)

Province of Manitoba/City of Winnipeg 2007 Residential Street Renewal Program – Part 1: Pandora Avenue West and Devon Avenue Part 2: McLeod Avenue

Portion of the Work	<u>Name</u>	<u>Address</u>
UNDERGROUND WORKS – SUPPLY	OF MATERIALS	
Watermain Piping		
Sewer Piping		
Catchbasins/Catchpits		
Subdrains		
Other		
UNDERGROUND WORKS - INSTALL	ATION/PLACEMENT	
Watermain Piping		
Sewer Piping		
Catchbasins/Catchpits		
Subdrains		
Other		
SURFACE WORKS – SUPPLY OF MA	TERIALS	
Concrete		
Asphalt Concrete Pavement		
Sub-base and Base Course		
Topsoil/Sod		
Other		
SURFACE WORKS – INSTALLATION/	PLACEMENT	
Concrete Works		
Asphalt Concrete Pavement Works		
Sub-base and Base Course		
Topsoil/Sod		
Other		

FORM K: EQUIPMENT (See D12)

Province of Manitoba/City of Winnipeg 2007 Residential Street Renewal Program – Part 1: Pandora Avenue West and Devon Avenue Part 2: McLeod Avenue

1. Category/type: Sewer Works	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
2. Category/type: Earth Moving/Excavation	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
3. Category/type: Compaction	
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 D12)

Province of Manitoba/City of Winnipeg 2007 Residential Street Renewal Program – Part 1: Pandora Avenue West and Devon Avenue Part 2: McLeod Avenue

4. Category/type: Concrete Restoration and Paving	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
5. Category/type: Asphalt Paving	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
6. Category/type: Miscellaneous	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	

FORM L: DETAILED WORK SCHEDULE

(See D13) PROVINCE OF MANITOBA/CITY OF WINNIPEG 2007 RESIDENTIAL STREET RENEWAL PROGRAM - PART 1: PANDORA AVENUE WEST AND DEVON AVENUE PART 2: MCLEOD AVENUE

Items of Work	Time Period in Working Days						
	5	10	15	20	25	30	35
PART 1: CITY FUNDED WORK							
Pandora Avenue West Asphalt							
Reconstruction from Owen Street to							
Bournais Street							
Devon Avenue rehabilitation from Roch							
Street to Rothesay Street							
PART 2: PROVINCIALLY FUNDED WORK							
McLeod Avenue Rehabilitation from							
Gateway Street to London Street							

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS 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 C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.2 The following are applicable to the Work:

Drawing No.	Drawing Name/Title	<u>Drawing</u>
		(Original) Sheet
		<u>Size</u>
	Cover Sheet	A1
Sheet 1 of 2	2007 Residential Street Renewal Program – Pandora Avenue	A1
	West, Owen Street to Bournais Street – Sta 0+40 to 1+75	
Sheet 2 of 2	2007 Residential Street Renewal Program - Pandora Avenue	A1
	West, Owen Street to Bournais Street – Sta 1+75 to 2+19	
R – 1	2007 Residential Street Renewal Program – McLeod Avenue	11 X 17
	Major Rehabilitation	
R-2	2007 Residential Street Renewal Program – Devon Avenue	11 X 17
	Major Rehabilitation	

E2. GEOTECHNICAL REPORT

E2.1 Further to C3.1, the geotechnical report is provided to aid the Contractor's evaluation of the pavement structure and/or existing soil conditions. The geotechnical report is contained in Appendix 'A'.

E3. OFFICE FACILITIES

E3.1 Office facilities are not required for this project.

E4. PROTECTION OF EXISTING TREES

- E4.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the limits of the construction area:
 - (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of trees.
 - (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25 x 100 x 2400mm wood planks, or suitably protected as approved by the Contract Administrator.
 - (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the

- outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
- (d) Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the Work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
- (e) Work on-site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.
- E4.2 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his designate.
- E4.3 No separate measurement or payment will be made for the protection of trees.
- E4.4 Elm trees cannot be trimmed between April 1 and July 31, inclusive.

E5. TRAFFIC CONTROL

- E5.1 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.

E6. TRAFFIC MANAGEMENT

- E6.1 Further to clause 3.7 of CW 1130-R1:
- E6.1.1 The Contractor shall schedule construction activities to meet the following:
 - (a) Pandora Avenue West from Owen Street to Bournais Street will be closed to through traffic. The Contractor shall sign the street "Road Closed" and "Road Closed Local Access Only" in accordance with the Manual of Temporary Traffic Control during Phase 1 and Phase 2 construction respectively. A minimum of one lane of traffic shall be maintained through the intersection of Bournais and Pandora Avenue West from Northbound to Eastbound and Westbound to Southbound, at all times.
 - (b) Devon Avenue from Roch Street to Rothesay Street will be closed to through traffic. The Contractor shall sign the street "Road Closed" in accordance with the Manual of Temporary Traffic Control.
 - (c) The Contractor shall schedule construction activities on McLeod Avenue from Gateway Street to London Street to meet the following:
 - (i) Maintain one lane of traffic (westbound) during eastbound construction and one lane of traffic (eastbound) during westbound construction;
 - (ii) No lane closures of westbound traffic will be permitted during eastbound construction, and no lane closures of eastbound traffic during westbound construction will be permitted, without the written permission of the Contract Administrator; and

- (iii) Detour signs shall be placed at the Gateway and London ends directing traffic wishing to travel in the lanes under construction to take the detour via Gateway, Tu Pelo, and London. This shall be set up and maintained by the contractor.
- (iv) Intersecting streets and private/commercial approach access shall be maintained at all times.
- (v) The renewal of the slabs in the intersection of McLeod and London shall be constructed in the following way:
 - During the construction of the eastbound lanes through the intersection, the slabs shall be renewed by staging two pours using early open concrete.
 - During the construction of the westbound lanes through the intersection, the slabs shall be renewed in their entirety in one pour using early open concrete.
- E6.1.2 Should the Contractor be unable to maintain pedestrian or vehicular access to a residence or business, he shall review the planned disruption with the business or residence and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 24 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.
- E6.1.3 Pedestrian and ambulance/emergency vehicle access must be maintained at all times.

E7. REFUSE AND RECYCLING COLLECTION

- E7.1 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 E7.2 to permit the normal collection vehicles to collect the materials. Immediately following refuse/recycling collection the Contractor shall return refuse and/or recycling receptacles to the addresses marked on the receptacles.
- E7.2 Collection Schedule:

Pandora Avenue West from Owen Street to Bournais Street.

Collection Day(s): 3

Collection Time: 7:00 am

Common Collection Area: Pandora and Owen intersection (West end of construction)

Devon Avenue from Roch Street to Rothesay Street.

Collection Day(s): 1

Collection Time: 7:00 am

Common Collection Area: Devon and Roch intersection (West end of construction)

- E7.3 One of the four homes on Pandora Avenue West (#1068) affected by construction has walk up collection, which means that this resident is either elderly or disabled and requires their refuse and recycling to be picked up at the door to their home. In this case the Contractor shall provide these services for the duration of construction.
- E7.4 No measurement or payment will be made for the Work associated with this specification.

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. CRACK AND SEATING OF EXISTING CONCRETE PAVEMENT

DESCRIPTION

- E11.1 General
- E11.1.1 This specification covers the crack and seating of existing concrete pavements.
- E11.2 Definitions
- E11.2.1 Proof Rolling applying of a dynamic load to a concrete pavement with the intent of cracking and embedding the cracked concrete into the existing base.
- E11.3 Referenced Standard Construction Specifications
 - (a) CW 3110 Sub-Grade, Sub-Base and Base Course Construction.
 - (b) CW 3310 Portland Cement Concrete Pavement Works

CONSTRUCTION METHODS

- E11.4 Curb Removal
- E11.4.1 The existing curb along the roadway shall be removed as per CW 3240 Section 3.1 and the existing curb along driveways less than 75 mm in height shall be removed as per CW 3420 Section 3.2 or as directed by the Contract Administrator, to allow for installation of a new barrier curb.
- E11.4.2 Remove existing curb in accordance with Section 3.1 of CW 3110 following the completion and acceptance of the crack and seating as specified in E11.5.
- E11.4.3 Install curb in accordance with CW 3310. Curb cuts shall be made every 3 m.
- E11.5 Crack and Seating
- E11.5.1 The equipment for the crack and seating will be a roller having a single axle, unless approved otherwise by the Contract Administrator.
- E11.5.2 The single axle roller will have a maximum of four (4) pneumatic tire wheels and the wheels will be evenly spaced in one line across the width of the roller so that each wheel will carry an approximate equal load when operated over an uneven surface. The centre-to-centre spacing between adjacent wheels will not exceed 800 millimetres. The roller equipment will have a suitable body for ballast loading with a minimum capacity of 40 tonnes and the ability to add additional ballast to a maximum capacity of 60 tonnes.

- E11.5.3 Complete initial proof rolling of the concrete pavement with the equipment specified in accordance with clauses E11.5.1 & E11.5.2 of this specification.
- E11.5.4 Complete passes as necessary to ensure that the equipment has contacted the entire pavement surface.
- E11.5.5 Undertake second proof rolling as directed by the Contract Administrator.
- E11.5.6 Loading requirements for each proof rolling will be identified by the Contract Administrator.
- E11.5.7 Alter methods to avoid areas of instability. One rolling cycle will consist of two complete proof rolling applications to the pavement surface.
- E11.5.8 Complete partial depth saw-cuts at 2/3 the depth of the existing concrete pavement at locations as directed by the Contract Administrator.
- E11.5.9 Complete additional rolling cycles and partial depth saw-cuts until the existing concrete pavement has been cracked to a minimum of 300 millimetres to a maximum of 600 millimetres pieces and the pavement has been seated 10 millimetres to 20 millimetres into the sub-base, as directed by the Contract Administrator.

MEASUREMENT AND PAYMENT

- E11.6 Crack and Seating
- E11.6.1 Crack and seating of existing concrete pavement will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Crack and Seating Pavement". The area to be paid for will be the total number of square metres of existing concrete pavement cracked and seated in accordance with this specification, accepted and measured by the Contract Administrator.
- E11.6.2 Additional rolling cycles will be measured and paid in accordance with this specification.
- E11.6.3 Partial Depth Saw-Cutting
- E11.6.4 Partial depth saw-cutting will be measured on a length basis and paid for at the Contract Unit Price per metre for "Partial Depth Saw-Cutting". The length to be paid for will be the total number of metres of existing concrete pavement saw-cut in accordance with this specification, accepted and measured by the Contract Administrator.

E12. SUPPLY AND INSTALLATION OF MOISTURE BARRIER/STRESS ABSORPTION GEOTEXTILE FABRIC

DESCRIPTION

- E12.1 General
- E12.1.1 This specification covers the supply and installation of Moisture Barrier/Stress Absorption Geotextile.
- E12.1.2 Referenced Standard Construction Specifications
 - (a) CW 3130 Supply and Installation of Geotextile Fabrics.
 - (b) CW 3410 Asphaltic Concrete Pavement Works.

MATERIALS

- E12.2 Mill Certificate and Bill of Lading
- E12.2.1 Provide mill certificate and bill of lading in accordance with Section 2 of CW 3130.
- E12.3 Storage and Handling
- E12.3.1 Store and handle material in accordance with Section 2 of CW 3130.

- E12.4 Moisture Barrier/Stress Absorption Geotextile Fabric
- E12.4.1 Geotextile fabric will be non-woven.
- E12.4.2 All physical property requirements are minimum average roll values determined in accordance with ASTM 4759. The moisture barrier/stress absorption geotextile fabric will meet or exceed the standards as follows:

PROPERTY	STANDARD	TEST METHOD
Grab Tensile Strength	0.40 kN	ASTM D4632
Grab Elongation	50%	ASTM D4632
Mullen Burst	1240 kPa	ASTM D3786

- E12.4.3 Acceptable products will be Amoco-Petromat 4599, MIRAFI MIRAPAVE 400, NILEX-9W99 or an approved equal.
- E12.5 Tack Coat
- E12.5.1 Tack coat will be 150 200 asphalt cement supplied in accordance with Clause 5.4.2 of CW 3410.

CONSTRUCTION METHODS

- E12.6 General
- E12.6.1 Install moisture barrier/stress absorption geotextile fabric at the locations as shown on the Drawings or as directed by the Contract Administrator.
- E12.6.2 Proceed with installation upon completion and acceptance of the asphalt levelling course.
- E12.6.3 Ensure pavement surface is clean and free of all dirt, water, oil or foreign materials.
- E12.6.4 Apply tack coat with a distribution truck in accordance with manufacturer's specifications and recommendations. Ensure uniform coverage of entire pavement surface.
- E12.6.5 Install geotextile fabric in accordance with the manufacturer's specifications and recommendations.
- E12.6.6 Only construction equipment required to place the final asphalt surface course will be allowed to travel on the exposed geotextile fabric.
- E12.6.7 Replace damaged or improperly placed geotextile fabric.
- E12.6.8 All fabric installed must be covered with asphalt the same day.
- E12.6.9 Commence placement of asphalt material after the fabric has been placed over the full width of the pavement surface and accepted by the Contract Administrator.
- E12.6.10 Ensure temperature of asphalt material does not exceed the melting point of the fabric.

MEASUREMENT AND PAYMENT

- E12.7 Moisture Barrier/Stress Absorption Geotextile Fabric
- E12.7.1 Supply and installation of Moisture Barrier/Stress Absorption Geotextile Fabric will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Moisture Barrier/Stress Absorption Geotextile Fabric". The area to be paid for will be the total number of square metres of geotextile fabric supplied and installed in accordance with this specification, accepted and measured by the Contract Administrator.
- E12.7.2 The supply and application of the tack coat will be included in the payment for "Moisture Barrier/Stress Absorption Geotextile Fabric".

E13. PATCHING OF EXISTING PAVEMENT

DESCRIPTION

- E13.1 General
- E13.1.1 This specification covers patching of existing concrete pavement in preparation for an asphalt overlay.
- E13.1.2 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

- E13.2 Crushed Sub-Base Material
- E13.2.1 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.
- E13.3 Geotextile Fabric
- E13.3.1 Geotextile fabric will be supplied in accordance with Section 2 of CW 3130.
- E13.4 Asphalt Material
- E13.4.1 Asphalt material will be Type 1A and will be supplied in accordance with Sections 5 and 6 of CW 3410.

CONSTRUCTION METHODS

- E13.5 General
- E13.5.1 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.
- E13.5.2 Excavate to a depth of 350 millimetres below the top of the existing pavement.
- E13.5.3 Compact existing sub-grade to a minimum of 95% Standard Proctor Density.
- E13.5.4 Place separation/reinforcement geotextile fabric in accordance with Specification CW 3130.
- E13.5.5 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.
- E13.5.6 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.
- E13.5.7 Each layer must be levelled and accepted by the Contract Administrator before the succeeding layer may be placed.
- E13.5.8 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

E13.6 Pavement Patching

E13.6.1 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.

E14. RECYCLED CONCRETE BASE COURSE MATERIAL

DESCRIPTION

E14.1 General

E14.1.1 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.

E14.2 Definitions

E14.2.1 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.

E14.3 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

E14.4 Recycled Concrete Base Course Material

- E14.4.1 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.
- E14.4.2 Recycled concrete base course material will be approved by the Contract Administrator.
- E14.4.3 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.
- E14.4.4 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	PERCENT OF TOTAL DRY
SIEVE SIZE	WEIGHT PASSING EACH SIEVE
20 000	100%
5 000	40% - 70%
2 500	25% - 60%
315	8% - 25%
80	6% - 17%

E14.4.5 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.

E14.4.6 The amount of deleterious material will be limited to a maximum of two percent of the total dry weight.

CONSTRUCTION METHODS

- E14.5 Placement of Recycled Concrete Base Course Material
- E14.5.1 Place and compact recycled concrete base course material as a levelling course to a maximum thickness of 50 millimetres.
- E14.5.2 Spread materials uniformly to avoid segregation free of pockets of fine and coarse material.
- E14.5.3 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.
- E14.5.4 Maintain the finished material until the pavement or sidewalk is placed.

MEASUREMENT AND PAYMENT

- E14.6 Recycled Concrete Base Course Material
- E14.6.1 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.
- E14.6.2 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.
- E14.6.3 No measurement or payment will be made for materials rejected by the Contract Administrator.

E15. REVERSE CONCRETE CURB AND GUTTER

DESCRIPTION

- E15.1 General
- E15.1.1 Further to CW 3310, this specification covers supply and placement of reverse concrete curb and gutter.
- E15.2 Referenced Standard Construction Specifications
 - (a) CW 3310 Portland Cement Concrete Pavement Works.

MATERIALS

E15.2.2 Shall be as per CW 3310.

CONSTRUCTION METHODS

- E15.3 Placement of Reverse Concrete Curb and Gutter
- Construct Reverse Concrete Curb and Gutter as per the detail on the drawings for Pandora Avenue West. It shall be constructed as per standard Concrete Barrier Curb utilizing slip form paving equipment creating a smooth front face, while allowing excess concrete to spill out the back, behind the curb forming the reverse curb and gutter look. The excess concrete that spills out the back shall be a minimum of 150 mm in thickness and shall help to create a minimum base under the curb of at least 300 mm.

E15.3.2 The Reverse Concrete Curb and Gutter shall be placed directly on the base course material.

MEASUREMENT AND PAYMENT

- E15.4 Reverse Concrete Curb and Gutter
- E15.4.1 The supplying and placing of the Reverse Concrete Curb and Gutter will be measured on a length basis and paid for at the Contract Unit Price per lineal metre for the "Items of Work" listed here below as specified in accordance with this specification.

Items of Work:

- (i) Reverse Concrete Barrier Curb and Gutter (180 mm)
- (ii) Reverse Concrete Lip Curb and Gutter (40 mm)
- (iii) Reverse Concrete Ramp Curb and Gutter (10 mm)
- (iv) Reverse Concrete Modified Barrier Curb and Gutter (180 mm)

E16. REMOVAL OF CORRUGATED STEEL PIPE - CULVERT

DESCRIPTION

- E16.1 General
- E16.1.1 Further to CW 3610, this specification covers the Removal of Corrugated Steel Pipe Culvert.

MATERIALS

E16.1.2 Shall be as per CW 3610.

CONSTRUCTION METHODS

- E16.2 Removal of Corrugated Steel Pipe Culvert
- E16.2.1 Remove Corrugated Steel Pipe Culvert as shown on the drawings or directed to by the Contract Administrator. Any driveway, sidewalk, boulevard or other effected area shall be restored to existing or better conditions.

MEASUREMENT AND PAYMENT

- E16.3 Removal of Corrugated Steel Pipe Culvert
- E16.3.1 The removal of corrugated steel pipe culvert will be measured on a length basis and paid for at the Contract Unit Price per lineal metre for the "Removal of Corrugated Steel Pipe Culvert" as specified in accordance with this specification.
- E16.3.2 Restoration of any driveway, sidewalk, boulevard or other effected area shall be paid for under their respective pay items as required.

E17. RESET EXISTING CORRUGATED STEEL PIPE - CULVERT

DESCRIPTION

- E17.1 General
- E17.1.1 Further to CW 3610, this specification covers the Reset Existing Corrugated Steel Pipe Culvert.

MATERIALS

E17.1.2 Shall be as per CW 3610.

CONSTRUCTION METHODS

- E17.2 Reset Existing Corrugated Steel Pipe Culvert
- E17.2.1 Reset Existing Corrugated Steel Pipe Culvert as shown on the drawings or directed to by the Contract Administrator. Any driveway, sidewalk, boulevard or other effected area shall be restored to existing or better conditions.

MEASUREMENT AND PAYMENT

- E17.3 Reset Existing Corrugated Steel Pipe Culvert
- E17.3.1 To reset an existing corrugated steel pipe culvert will be measured on a length basis and paid for at the Contract Unit Price per lineal metre to "Reset Existing Corrugated Steel Pipe Culvert" as specified in accordance with this specification.
- E17.3.2 Restoration of any driveway, sidewalk, boulevard or other effected area shall be paid for under their respective pay items as required.