



THE CITY OF WINNIPEG

BID OPPORTUNITY

307-2007 BID OPPORTUNITY

**2007 REGIONAL AND LOCAL STREETS PROGRAM
ST. ANNE'S ROAD RECONSTRUCTION
280 M SOUTH OF SOUTHGLEN BOULEVARD TO ALDGATE ROAD**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1

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B2. SUBMISSION DEADLINE

B2.1

The Submission Deadline is 12:00 noon Winnipeg time, May 16, 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.

B9. QUALIFICATION

- B9.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B9.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>).
- B9.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and

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

B9.4 Further to B9.3(c), the Bidder shall, within 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.>)

B9.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B9.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B10. BID SECURITY

B10.1 The Bidder shall provide bid security in the form of:

- (a) a bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
- (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, and undertaking issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form included in the Bid Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or
- (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.

B10.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.

B10.1.2 All signatures on bid securities shall be original, 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.

B14.3 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 Subject to B15.2, 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.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management 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:

- (a) Pavement Reconstruction
 - (i) St. Anne's Road-280 m South of Southglen Boulevard to Aldgate Road

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

- (a) Detour Construction
 - (i) Coring of Catch Basin Leads
 - (ii) Widen West Side Gravel Shoulder and Place Granular Materials
 - (iii) Place Temporary Asphalt Pavement
- (b) Pavement Reconstruction and Related Works
 - (i) Excavation
 - (ii) Subgrade Preparation and Geotextile Placement
 - (iii) Supply and Placement of sub-base and base course materials
 - (iv) Installation of catch basins, catch pits, sub-drains and sewer pipe
 - (v) Construction of 230 mm Concrete Pavement (Plain Dowelled) with Integral Modified Barrier Curb (180 mm)
 - (vi) Construction of 200 Concrete Pavement Approaches (Reinforced)
 - (vii) Construction of Concrete Curbs
 - (viii) Construction of Concrete Splash Slab
 - (ix) Construction of Concrete Sidewalks and Medians.
 - (x) Supply and Placement of Asphalt Pavement (100 mm Thickness)
 - (xi) Boulevard Grading
 - (xii) Sod Placement and Tree Installation

D3. CONTRACT ADMINISTRATOR

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

Rob Borody, P.Eng.
Suite 111-93 Lombard Avenue
Winnipeg, MB R3B 3B1

Telephone No. (204) 272-2006
Facsimile No. (204) 943-4948

D3.2 At the pre-construction meeting, Rob Borody, 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 pre-construction meeting, or at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the C4.1 for the return of the executed Contract.

D13. DETAILED WORK SCHEDULE

D13.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract.

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

- (a) a Gantt chart for the Work based on following:
 - (i) Commencement Date
 - (ii) Detour Completion Date
 - (iii) Stage 1 Northbound-Items of Work as applicable:
 - Excavation
 - Granular Materials
 - Concrete Pavement
 - Curb Installation
 - Splash Slab Installation
 - Sidewalk Installation
 - (iv) Stage 2 Southbound-Items of Work as applicable:
 - Excavation
 - Granular Materials
 - Concrete Pavement
 - Curb Installation
 - Splash Slab Installation
 - Sidewalk Installation
 - (v) Stage 3 Items of Work as applicable:
 - Median Installation
 - Warde Avenue Completion Date
 - Aldgate Road Completion Date
 - (vi) Substantial Performance Date
 - (vii) Landscaping and Tree Installation

all acceptable to the Contract Administrator.

D13.3 Further to D13.2(a), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

SCHEDULE OF WORK

D14. COMMENCEMENT

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

D14.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the twenty-four (24) hour emergency response phone number specified in D4.2.
 - (iv) the Safe Work Plan specified in D8;
 - (v) evidence of the insurance specified in D9;
 - (vi) the performance security specified in D10;
 - (vii) the subcontractor list specified in D11;
 - (viii) the equipment list specified in D12;
 - (ix) the detailed work schedule specified in D13.
- (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 City intends to award this Contract by May 31, 2007.

D14.4.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D15. RESTRICTED WORK HOURS

D15.1 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.

D15.2 In accordance with the Manual of Temporary Traffic Control, Section 2.03, 2.04, 2.05 and 2.06 should the Traffic Management Branch of the Public Works Department require that Work on Regional Streets be carried out at night or on Sundays or on public holidays, where permitted by the City of Winnipeg Police Department, or that Work be restricted or suspended during peak traffic hours, no additional compensation will be considered to meet these requirements.

D16. WORK BY OTHERS

D16.1 Work by others on or near the Site will include but not necessarily be limited to:

- (a) City of Winnipeg Public Works Department-Traffic Signals Asset Management Division
- (b) Manitoba Hydro Street Lighting Division-Installing light standards on west side of St. Anne's Road, and relocating hydro poles.

- (c) Manitoba Telecom Services-Adjusting manholes and frames at various locations throughout the sites.
- (d) Manitoba Hydro Gas Division-Lowering and/or rock wrapping of underground gas mains and services, if required.
- (e) City of Winnipeg Geomatics Branch- Various works on survey bars and monuments.
- (f) City of Winnipeg Public Works Department-Traffic Services Division.

D17. SEQUENCE OF WORK

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

D17.1.1 The Work shall be divided into four Stages:

D17.1.2 **Detour Construction** –Temporary Detour Construction (As per Drawing P-3280-09)

(a) **Sequence of Construction**

- (i) Core leads for catch basins in west boulevard.
- (ii) Construct temporary detour lane on the west side of existing roadway, maintaining all approaches.
- (iii) Divert traffic to the west side of St. Anne's Road and the temporary detour lane.

D17.1.3 **Stage 1** –Northbound Reconstruction (As per Drawing P-3280-10)

(a) **Sequence of Construction**

- (i) Construct permanent works on northbound lanes, including approaches, boulevard works, sidewalks and bus stop locations, as approved by the Contract Administrator.
- (ii) Divert traffic from temporary detour lane to completed northbound lanes.

D17.1.4 **Stage 2** –Southbound Reconstruction (As per Drawing P-3280-11)

(a) **Sequence of Construction**

- (i) Remove temporary detour on west side of existing roadway.
- (ii) Construct permanent works on southbound lanes, including approaches, boulevard works, sidewalks and bus stop locations, as approved by the Contract Administrator.
- (iii) Construct permanent works at Aldgate Road intersection.
- (iv) Construct temporary asphalt taper at south end of project.
- (v) Construct permanent works at Warde Avenue intersection including temporary asphalt taper.
- (vi) Open northbound and southbound lanes to traffic.

D17.1.5 **Stage 3** –Median and Turning Lane Reconstruction (As per Drawing P-3280-12)

(a) **Sequence of Construction**

- (i) Close median lanes to traffic.
- (ii) Construct medians and turning lanes on St. Anne's Road.
- (iii) Construct median lanes and islands on Aldgate Road.

D17.1.6 Spring 2008- Complete sod placement and tree installation in west boulevard and medians.

D18. SUBSTANTIAL PERFORMANCE

D18.1 The Contractor shall achieve Substantial Performance by October 26, 2007.

D18.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted

during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.

- D18.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D19. TOTAL PERFORMANCE

- D19.1 The Contractor shall achieve Total Performance by June 30, 2008.
- D19.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D19.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D20. LIQUIDATED DAMAGES

- D20.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City three thousand dollars (\$3000.00) per Calendar Day for each and every Calendar Day following the day fixed herein for Total Performance during which such failure continues.
- D20.2 The amount specified for liquidated damages in D20.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D20.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D21. SCHEDULED MAINTENANCE

- D21.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Sodding as specified in CW 3510-R8
 - (b) Reflective Crack Sealing as specified in CW 3250-R6
 - (c) Trees as specified in E9
- D21.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

CONTROL OF WORK

D22. JOB MEETINGS

- D22.1 Regular weekly job meetings will be held at the Site. 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.

D22.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D23. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D23.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

WARRANTY

D24. WARRANTY

D24.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D24.2 Notwithstanding C13.2 or D24.1, 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.

D24.2.1 In such case the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

FORM H1: PERFORMANCE BOND
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee dated the

_____ day of _____, 20____, for:

BID OPPORTUNITY NO. 307-2007

CITY OF WINNIPEG

2007 REGIONAL AND LOCAL STREETS PROGRAM

ST. ANNE'S ROAD RECONSTRUCTION

280 M SOUTH OF SOUTHGLEN BOULEVARD TO ALDGATE ROAD

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 D10)

(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. 307-2007

**2007 REGIONAL AND LOCAL STREETS PROGRAM
ST. ANNE'S ROAD RECONSTRUCTION
280 m SOUTH OF SOUTHGLEN BOULEVARD TO ALDGATE ROAD**

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

July 15, 2007.

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____

(Authorized Signing Officer)

Per: _____

(Authorized Signing Officer)

FORM J: SUBCONTRACTOR LIST
(See D11)
2007 REGIONAL AND LOCAL STREETS PROGRAM
ST. ANNE'S ROAD RECONSTRUCTION

280 m SOUTH OF SOUTHGLEN BOULEVARD TO ALDGATE ROAD

<u>Portion of the Work</u>	<u>Name</u>	<u>Address</u>
SURFACE WORKS		
<u>Supply of Materials</u>		
Concrete		
Asphalt		
Sub-Base and Base Course Materials		
Geotextile Fabric		
<u>Installation/Placement</u>		
Concrete		
Asphalt		
Sub-Base and Base Course Materials		
Joint and Crack Sealant		
UNDERGROUND WORKS		
<u>Supply of Materials</u>		
CB/MH Frames and Covers		
Pre-Cast CB's and CP's		
Drainage Connection Pipe		
<u>Installation/Placement</u>		
CB/MH Frames and Covers		
Pre-Cast CB's and CP's		
Drainage Connection Pipe		
MISCELLANEOUS		
<u>Installation/Placement</u>		
Sodding		
Trees		

FORM K: EQUIPMENT
(See D12)
2007 REGIONAL AND LOCAL STREETS PROGRAM
ST. ANNE'S ROAD RECONSTRUCTION

280 m SOUTH OF SOUTHGLEN BOULEVARD TO ALDGATE ROAD

<p>1. Category/type: Slip Form Concrete Curb Paver</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>2. Category/type: Motor Grader</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>3. Category/type: Excavators</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

FORM K: EQUIPMENT
(See D12)
2007 REGIONAL AND LOCAL STREETS PROGRAM
ST. ANNE'S ROAD RECONSTRUCTION

280 m SOUTH OF SOUTHGLEN BOULEVARD TO ALDGATE ROAD

<p>4. Category/type: Slip Form Concrete Paver</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>5. Category/type: Asphalt Paver</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>6. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
	Cover Sheet	24"x 36"
307-2007 Drawing P-3280-01-R0	PAVEMENT RECONSTRUCTION STA. 1+00.00 TO STA. 2+60.00	24"x 36"
307-2007 Drawing P-3280-02-R0	PAVEMENT RECONSTRUCTION STA 2+60.00 TO STA 4+40.00	24"x 36"
307-2007 Drawing P-3280-03-R0	PAVEMENT RECONSTRUCTON STA. 4+40.00 TO STA. 6+15.00	24"x 36"
307-2007 Drawing P-3280-04-R0	PAVEMENT RECONSTRUCTION STA. 6+15.00 TO STA.7+90.00	24"x 36"
307-2007 Drawing P-3280-05-R0	PAVEMENT RECONSTRUCTION STA. 7+90.00 TO STA 9+60.00	24"x 36"
307-2007 Drawing P-3280-06-R0	PAVEMENT RECONSTRUCTION STA. 9+60.00 TO STA. 10+98.00	24"x 36"
307-2007 Drawing P-3280-07-R0	PAVEMENT RECONSTRUCTION (WARDE AVENUE)STA. 1+00.00 TO STA. 2+60.00	24"x 36"
307-2007 Drawing P-3280-08-R0	PAVEMENT RECONSTRUCTION- CROSS SECTIONS AND DETAILS	24"x 36"
307-2007 Drawing P-3280-09-R0	DETOUR CONSTRUCTION	24"x 36"
307-2007 Drawing P-3280-10-R0	CONSTRUCTION STAGING PLAN-STAGE 1	24"x 36"
307-2007 Drawing P-3280-11-R0	CONSTRUCTION STAGING PLAN-STAGE 2	24"x 36"
307-2007 Drawing P-3280-12-R0	CONSTRUCTION STAGING PLAN-STAGE 3	24"x 36"

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 15 square metres, a height of 2.4 m 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, table 3m X 1.2 m, one stool, one four drawer legal size filing cabinet, and a minimum of 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..

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 place all temporary regulatory signs, and use flagpersons when required. 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.
- (c) Traffic Services Department of the City of Winnipeg will review that location and type of all signage for compliance with the Manual of Temporary Traffic Control. The contractor shall ensure compliance at no additional charge to the project.

E5. TRAFFIC MANAGEMENT

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

- E5.1.1 Maintain a minimum of one lane of traffic southbound and one lane of traffic northbound at all times.
- E5.1.2 Traffic at both Warde Avenue and Aldgate Road intersections must be maintained during construction to allow for one lane of traffic in each direction.
- E5.1.3 Intersecting street and private approach access shall be maintained at all times.
- E5.1.4 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.
- E5.1.5 Pedestrian and ambulance/emergency vehicle access must be maintained at all times.
- E5.1.6 The Contractor shall provide a minimum of 2 flagpersons while working directly adjacent to active traffic lanes as a condition of the work. Procedures to be followed must be in accordance with the City of Winnipeg, Manual of Temporary Traffic Control in Work Areas on City Streets.

E6. WATER USED BY CONTRACTOR

- E6.1 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.
- E6.2 The contractor shall supply water for tree watering operations and all associated costs shall be borne by the Contractor.
- E6.3 Water used for tree watering shall be free of oils, acids, alkalis, salts and other substances that may be detrimental to plant growth.
- E6.4 Water from rivers and streams shall not be used without prior approval of the Contract Administrator.

E7. SURFACE RESTORATIONS

- E7.1 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.

E8. RECYCLED CONCRETE BASE COURSE MATERIAL

DESCRIPTION

E8.1 General

E8.1.1 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.

E8.2 Definitions

E8.2.1 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.

E8.3 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

E8.4 Recycled Concrete Base Course Material

E8.4.1 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.

E8.4.2 Recycled concrete base course material will be approved by the Contract Administrator.

E8.4.3 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.

E8.4.4 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%

E8.4.5 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.

E8.4.6 The amount of deleterious material will be limited to a maximum of two percent of the total dry weight.

CONSTRUCTION METHODS

- E8.5 Placement of Recycled Concrete Base Course Material
- E8.5.1 Place and compact recycled concrete base course material as a levelling course to a maximum thickness of 50 millimetres.
- E8.5.2 Spread materials uniformly to avoid segregation free of pockets of fine and coarse material.
- E8.5.3 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.
- E8.5.4 Maintain the finished material until the pavement or sidewalk is placed.

MEASUREMENT AND PAYMENT

- E8.6 Recycled Concrete Base Course Material
- E8.6.1 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.
- E8.6.2 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.
- E8.6.3 No measurement or payment will be made for materials rejected by the Contract Administrator.

E9. TREES

DESCRIPTION

- E9.1 General
- E9.1.1 This specification covers the supply and installation of nursery-grown trees in areas indicated on the Drawings, including preparation, digging, transport and planting, and maintenance.
- E9.2 Nomenclature
- E9.2.1 Nomenclature of specified nursery stock shall conform to the International Code of Nomenclature for Cultivated Plants and shall be in accordance with the approved scientific names given in the latest edition of Standardized Plant Names. The names of varieties not named therein are generally in conformity with the names accepted in the nursery trade.
- E9.3 Source Quality Control
- E9.3.1 All nursery stock supplied shall be nursery grown and of species and sizes are indicated in Form B. Nursery stock shall be No. 1 Grade material in accordance with the current edition of Landscape Canada's (CNTA) "Guide Specifications for Nursery Stock".
- E9.3.2 Any nursery stock dug from native stands, wood lots, orchards, or neglected nurseries, which have not received proper cultural maintenance, shall be designated as "collected plants". Obtain permission of the Contract Administrator to use collected plants.
- E9.3.3 The Contractor shall notify Contract Administrator of source of plant material at least seven (7) days in advance of shipment.
- E9.3.4 Acceptance of plant material at source does not prevent rejection of same plant material on site prior to or after planting operations.

- E9.3.5 Imported plant material must be accompanied with necessary permits and import licenses. Conform to federal and provincial regulations.
- E9.3.6 Trees to be supplied and installed shall be a calliper 60-75 mm measured at 300 mm above ground as the tree stand properly planted in the nursery.
- E9.4 Shipment and Pre-Planting Care
- E9.4.1 Coordinate shipping of plants and excavation of holes to ensure minimum time lapse between digging and planting.
- E9.4.2 Tie branches of trees and shrubs securely and protect plant material against abrasion, exposure and extreme temperature change during transit. Avoid binding of planting stock with rope or wire, which would damage bark, break branches or destroy natural shape of plant. Give full support to root balls, especially of large trees, during lifting.
- E9.4.3 Cover plant foliage with tarpaulin, and protect bare roots by means of dampened straw, peat, saw dust or other acceptable material to prevent loss of moisture during transit and storage.
- E9.4.4 Remove broken and damaged roots with sharp pruning shears. Make clean cut and cover cuts over 50 mm diameter with wound dressing.
- E9.4.5 Keep roots moist and protect from sun and wind. Heel-in-trees and shrubs that cannot be planted immediately in shaded areas; water well.
- E9.5 Replacement
- E9.5.1 During the first two (2) years following completion of planting operations, remove from site any plants that have died or failed to grow satisfactorily, as determined by the Contract Administrator. As an example, plant material installed in 2007 that has failed to grow satisfactorily and has not been replaced by October 31, 2009 would be required to be replaced in the Spring of 2010.

MATERIALS

- E9.6 Water
- E9.6.1 Water shall be potable and free of minerals that may be detrimental to plant growth.
- E9.7 Fertilizer
- E9.7.1 Fertilizer shall be slow release organic. Fertilizer shall contain N-P-K in ratio as recommended by soil test results from an approved agricultural soil testing laboratory.
- E9.8 Anti-dessicant
- E9.8.1 Anti-desiccant shall be wax-like emulsion to provide film over plant surfaces reducing evaporation but permeable enough to permit transpiration.
- E9.9 Wound Dressing
- E9.9.1 Wound dressing shall be horticultural accepted non-toxic, non-hardening emulsion.
- E9.10 Plant Material
- E9.10.1 All plant material specified for this project shall be containerized and/or ball and burlap nursery stock. All plants shall be from the Winnipeg area and the Oak-Aspen Forest Eco-Region.
- E9.10.2 Comply with latest edition of the "Guide Specification for Nursery Stock", produced by Landscape Canada(CNTA), referring to quality, size and development of nursery-grown plant material and root balls.
- E9.10.3 Nursery Stock shall be No. 1 grade trees.

- E9.10.4 Any plants designated as nursery stock but dug from native stands, wood lots, orchards, or neglected nurseries that have not received proper cultural maintenance, shall be designated as "collected stock". Material sources are to be approved by the Contract Administrator prior to ordering or collecting. The Contractor shall provide all of the necessary nursery certificates to ensure that the plant species comply with this specification.
- E9.10.5 All trees shall have one, only, sturdy, reasonably straight and vertical trunk, and a well-balanced crown with fully developed leader.
- E9.10.6 Use trees, with structurally sound, strong fibrous root systems, and free of disease, insects, defects, or injuries, including rodent damage, sun scald, frost cracks, abrasions, or scars to the bark.
- E9.10.7 All parts of the tree shall be moist and show live, green cambium tissue when cut.
- E9.10.8 At least one tree supplied shall bear a tag showing both the botanical and common name of the plant.
- E9.10.9 Additional Plant Material Qualifications:
- (a) Imported Plant Material
 - (i) Plant material obtained from areas with milder climatic conditions from those of site acceptable only when moved to site prior to the breaking of buds in their original location and heeled-in in a protected area or placed in cold storage until conditions suitable for planting. Obtain Contract Administrator's approval to use imported plant material.
 - (b) Cold Storage
 - (i) Approval required for plant material that has been held in cold storage.
 - (c) Balled and Burlapped Plant Material
 - (i) Deciduous trees in excess of 3 m height must have been dug with large firm ball. Root balls must include 75% of fibrous and feeder root system. This excludes use of native trees grown in light sandy or rocky soil. Secure root balls with burlap, heavy twine, and rope. For large trees: wrap ball in double layer of burlap and drum lace with minimum 10 mm diameter rope. Protect root balls against sudden changes in temperature and exposure to heavy rainfall.
 - (d) Tree Spade Dug Material
 - (i) Obtain approval of the Contract Administrator for digging plant material with mechanized digging equipment, hydraulic spade or clam-shell type. Dig root balls to satisfy Landscape Canada (CNTA) standards. Lift root ball from hole, place in wire basket designed for purpose, line with burlap. Tie basket to ball with heavy rope. Take care not to injure trunk of tree with wire basket ties or rope.
 - (e) Substitutions
 - (i) Substitutions to plant material as indicated in Form B will not be permitted unless written approval has been obtained as to type, variety and size prior to award of Contract. Plant substitutions must be of similar species and of equal size to those originally specified.

CONSTRUCTION METHODS

- E9.11 Workmanship
- E9.11.1 The Contractor shall stake out location of trees as per the Drawings. Obtain Contract Administrator's approval prior to excavating.
- E9.11.2 The Contractor shall obtain clearances from all utilities, with respect to underground lines located in the areas to be excavated, prior to commencing planting operations.
- E9.11.3 The Contractor shall apply anti-desiccant in accordance with material manufacturer's instructions.

E9.11.4 The Contractor shall coordinate planting operations; keep the site clean and planting holes drained, and immediately remove soil or debris spilled onto pavement.

E9.12 Planting Time

E9.12.1 It is anticipated that trees will be planted in the spring of 2008.

E9.12.2 The Contractor shall plant deciduous plant material during dormant period before buds have broken. Plant material noted for spring planting only must be planted in dormant stage.

E9.12.3 Plant material imported from region with climatic conditions may only be planted in early spring.

E9.12.4 When permission has been obtained to plant deciduous plant material after buds have broken, spray plants with anti-desiccant to slow down transpiration prior to transplanting.

E9.12.5 When permission has been obtained, trees growing in containers may be planted throughout growing season.

E9.12.6 Plant only under conditions that are conducive to health and physical conditions of plants.

E9.12.7 The Contractor shall provide the Contract Administrator with a planting schedule at least two weeks prior to planting operations. Extending planting operations over long periods using limited crew will not be accepted.

E9.13 Excavations

E9.13.1 Trees: excavate to depth of at least 200 mm deeper than height of root ball, with a surface width of two times the diameter of the root ball. Backfill around trees with planting soil mixture.

E9.13.2 Provide drainage for planting holes in heavy soil if natural drainage does not exist. Have method approved.

E9.13.3 Protect the bottoms of the excavations against freezing.

E9.13.4 Remove water that enters excavations prior to planting. Ensure source of water is not ground water.

E9.14 Planting

E9.14.1 Loosen bottom of planting hole to depth of 150 to 200 mm. Cover bottom of each excavation with minimum of 150 mm planting soil mixture.

E9.14.2 Plant trees with roots placed straight out in hole. Orient plant material to give best appearance in relation to structures, roads, and walkways.

E9.14.3 Place plant material to depth equal to depth they were originally growing in nursery or in locations collected.

E9.14.4 Ball and burlap root balls: loosen burlap and cut away minimum, top 1/3 without disturbing root ball. Do not pull burlap or rope from under root ball. With container stock, remove entire container without disturbing root ball. Non-biodegradable wrappings must be removed.

E9.14.5 Tree spade excavated materials:

(a) Tree spade planting shall be permitted only by approval of the Contract Administrator.

(b) Dig tree pit with same mechanical equipment as used to dig plant material. Ensure hole dug is upright as possible. Place in hole a mixture of 40 L of planting soil and fertilizer mixed with water to soupy consistency. This will be forced up sides of ball as root ball is placed in hole.

(c) Loosen bottom of planting hole to depth of 150 to 200 mm. Cover bottom of each excavation with minimum 150 mm topsoil mixture.

- E9.14.6 Tamp planting soil mixture around root system in layers of 150 mm eliminating air voids. Frozen or saturated planting soil is unacceptable. When 2/3 of planting soil has been placed, fill hole with water. After water has been completely penetrated into soil, complete backfilling.
- E9.14.7 Excavate 200 mm depth and additional 600 mm beyond planting pits around the perimeter of all tree planting pits, and fill with planting soil mixture.
- E9.14.8 Construct 100 mm deep saucers around the outer edge of planting pits to assist with maintenance watering.
- E9.14.9 All planting areas shall be levelled, raked and edged to give a neat appearance.
- E9.14.10 No excavation for trees shall be left open at the end of the Calendar Day.
- E9.14.11 When planting is completed, apply slow release organic fertilizer at minimum rate of 50g/mm of calliper for trees, or as recommended by the soil analysis. Mix fertilizer thoroughly with top layer of planting soil and water in well.
- E9.15 Tree Protection/Support During Installation
- E9.15.1 After planting operations, the contractor shall slice open on a 45 degree angle, a 100 mm diameter x 300 mm long section of plastic weeping tile material and place around the base of each tree trunk.
- E9.15.2 Stakes shall be rolled steel T-bar or approved equal, all uniform in style and colour, 6 ft. long, with perforated holes.
- E9.15.3 The guying straps shall be of a material that is non-abrasive to the tree atop recent girdling injury:
- (a) Hose covered wire, flexible belting or any strong, soft wide strips of material is acceptable.
- E9.16 Pruning
- E9.16.1 Prune tree after planting, as indicated. Postpone pruning of those trees where heavy bleeding may occur, until in full leaf. Employ clean sharp tools and make cuts flush with main branch, smooth and sloping as to prevent accumulation of water. Remove projecting stumps on trunks or main branches. Remove dead and injured branches and branches that rub causing damage to bark. Trim trees with out changing their natural shape. Do not damage lead branches or remove smaller twigs along main branches.
- E9.17 Standards
- E9.17.1 All roots shall be cleanly cut, split roots are not acceptable.
- E9.17.2 Branches and trunks shall be tied and protected; broken or abraded branches or trunks are not acceptable.
- E9.17.3 Planting shall be protected from drying conditions; desiccated material not acceptable.
- E9.17.4 All plants shall be free of insects and disease: galls, blight and other manifestations of insect infestation or disease are not acceptable.
- E9.18 Wood Chip Mulch
- E9.18.1 Wood chip mulch shall extend under all tree limbs, but shall not be installed within 150 mm of the tree trunk.
- E9.18.2 The saucers of all trees shall be covered with a 50 mm depth of wood chip mulch.
- E9.19 Maintenance
- E9.19.1 Watering

Plant material shall be watered once a week for first four weeks following installation, and once every second week, thereafter. Ensure adequate moisture in root zone at freeze-up.

E9.19.2 Weeding

Keep mulched tree saucers weed-free by manually removing weeds during the maintenance period.

E9.19.3 Insects and Diseases

Spray plants to combat pests and diseases. Use organic chemical insecticides approved by Agriculture Canada.

E9.19.4 Adjustments

Make adjustments requested by the Contract Administrator, including straightening trees, tightening guy wires and removing tree stakes.

E9.20 Acceptance

E9.20.1 Thirty (30) days after the planting installation has been completed, the Contract Administrator shall perform an inspection of the plant material to determine if the Work is acceptable to start warranty. Plant material shall be accepted to start warranty when installation in accordance with the Drawings and Specifications, is complete and there is no sign of wilting, chlorosis, pest infestation, transplant shock or any conditions deleterious to longevity and appearance.

E9.21 Maintenance Period

E9.21.1 Maintain plant material of a period of two years following acceptance to start maintenance period of planting operation, as determined by the Contract Administrator.

E9.21.2 Trees damaged by accidental causes or vandalism shall be replaced.

E9.21.3 The contractor shall provide a complete written maintenance schedule to the Contract Administrator prior to the commencement of the two year maintenance period, and must provide weekly reports of all maintenance to the City of Winnipeg, Forestry Branch, within one week of the maintenance being provided.

E9.22 Warranty Inspection

E9.22.1 The Contract Administrator will call one or more annual plant material inspection to identify plant material that requires replacement, extended warranty or final acceptance. For final acceptance of trees after two years, trees should show sufficient leaf development and growth to ensure their future survival.

E9.23 Method of Measurement

Trees will be measured on a unit basis. The number to be paid for shall be the total number of each tree supplied, installed and accepted to start the warranty in accordance with the Specification and accepted by the Contract Administrator. The number includes trees replaced due to damage/removal by vandalism and non-contract related accidents.

E9.24 Basis of Payment

The supply and installation of trees will be paid for at the Contract unit price for each tree, measured as specified herein, which price shall be payment in full including all costs for the tree, topsoil backfill, tree stakes, tree rings, pruning and all other items incidental to the Work included in this Specification.

E10. TREE REMOVAL

E10.1 General

- E10.1.1 Further to CW 3010-R4, this specification covers the removal of existing trees.
- E10.1.2 Tree Removal will be measured on a unit basis for each tree removed and paid for at the Contract Unit Price for "Tree Removal". Number of units to be paid for will be the total number of trees removed and disposed of off site in accordance with CW 3010-R4 and this specification, accepted and measured by the Contract Administrator.

E11. SPLASH SLAB

E11.1 General

- E11.1.1 Further to CW 3310-R11, this specification covers Construction of Splash Slab (180 mm Ht. Modified Barrier Curb, 600 mm Width).
- E11.1.2 Concrete Splash Slab shall be constructed in accordance with details "Concrete Splash Slab (Integral)" and "Concrete Splash Slab (Separate)" as shown on drawing P-3280-08 as referenced in E1.3 of this specification.
- E11.1.3 Construction of Splash Slab will be measured on a length basis. The length to be paid for will be the total number of metres of splash slab constructed in accordance with this Specification, accepted and measured by the Contract Administrator.