



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 384-2013

**STREETS MAINTENANCE PRESERVATION PROGRAM 2013 – ASPHALT
OVERLAYS AND CONCRETE PAVEMENT PRESERVATIONS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 Streets Maintenance Preservation Program 2013 – Asphalt Overlays and Concrete Pavement Preservations

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 22, 2013.
- B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

- B3.1 Further to C3.1, the Bidder may view the Site without making an appointment.
- B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. ADDENDA

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

B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

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

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

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

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

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

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

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

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

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

B6.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B15.

- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9, in accordance with B7.6, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B15.1(a).

B7. BID COMPONENTS

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices, hard copy;
 - (c) Bid Security
 - (i) Form G1: Bid Bond and Agreement to Bond, or Form G2: Irrevocable Standby Letter of Credit and Undertaking, or a certified cheque or draft;
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B7.4.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid.
- B7.4.2 A hard copy of Form B: Prices must be submitted with the Bid. If there is any discrepancy between the Adobe PDF version of Form B: Prices and the Microsoft Excel version of Form B: Prices, the PDF version shall take precedence.
- B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B15.1(a).
- B7.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Bids shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- ## **B8. BID**
- B8.1 The Bidder shall complete Form A: Bid, making all required entries.

- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 12 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, shall be affixed;
 - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.
- B9. PRICES**
- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 For the convenience of Bidders, and pursuant to B7.4.2 and B15.4.2, an electronic spreadsheet Form B: Prices in Microsoft Excel (.xls) format is available along with the Adobe PDF documents for this Bid Opportunity on the Bid Opportunities page at the Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. QUALIFICATION

B10.1 The Bidder shall:

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

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

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

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

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

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

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

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

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

B11. BID SECURITY

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

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

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

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

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

B12. OPENING OF BIDS AND RELEASE OF INFORMATION

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

B13. IRREVOCABLE BID

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

B14. WITHDRAWAL OF BIDS

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

B15. EVALUATION OF BIDS

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

- B15.4.1 Further to B15.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B15.4.2 The electronic Form B: Prices and the formulas imbedded in that spreadsheet are only provided for the convenience of Bidders. The City makes no representations or warranties as to the correctness of the imbedded formulas. It is the Bidder's responsibility to ensure the extensions of the unit prices and the sum of Total Bid Price performed as a function of the formulas within the electronic Form B: Prices are correct.

B16. AWARD OF CONTRACT

- B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B16.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B16.2.1 Without limiting the generality of B16.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B16.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B15.
- B16.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the General Conditions for Construction, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of:

(a) Asphalt Overlay

- (i) Wilkes Avenue from approximately 300m west of Shaftesbury Road to Fairmont Road.
- (ii) Mountain Avenue from Arlington Street to McGregor Street;
- (iii) Wellington Crescent from Hugo Street to Stradbrook Avenue;
- (iv) Sherbrook Street from Notre Dame to William Avenue; and

(b) Concrete Pavement Preservation

- (i) Lagimodiere Boulevard Southbound from Bishop Grandin Boulevard to approximately 485m south of Warde Avenue; and
- (ii) Wilkes Avenue from Waverley Street to Victor Lewis Drive.

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

(a) Asphalt Overlay

- (i) Planing of existing asphalt and/or concrete pavements (for headers);
- (ii) Full depth concrete repairs of existing slabs and joints;
- (iii) Partial depth asphalt patching of existing joints;
- (iv) Adjustment of drainage inlets, water valves, manholes and catch basins;
- (v) Curb and sidewalk repairs; and
- (vi) Placement of asphalt overlay (average thickness 80mm).

(b) Concrete Pavement Preservation

- (i) Renewal of existing concrete joints through partial joint repair methods;
- (ii) Renewal of existing concrete slabs and joints through full depth repairs;
- (iii) Renewal of existing curbs as required; and,
- (iv) Adjustment of existing manhole(s) and catch basin(s) as required.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is Stantec Consulting Ltd., represented by:

Dylan Mourant
Senior Transportation Technologist

Telephone No. 204 928-8955

Facsimile No. 204 284-4795

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

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

D5. CONTRACTOR'S SUPERVISOR

- D5.1 At the pre-construction meeting, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D5.2 At least two (2) business days prior to the commencement of any Work on the site, the Contractor shall provide the Contract Administrator with a phone number where the supervisor identified in D5.1 or an alternate can be contacted twenty-four (24) hours a day to respond to an emergency.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D7. NOTICES

- D7.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D7.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the facsimile number identified in D4.1.
- D7.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204-947-9155

D8. FURNISHING OF DOCUMENTS

- D8.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Bid Opportunity. If the Contractor requires additional sets of the Bid Opportunity, they will be supplied to him/her at cost.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D10. SAFE WORK PLAN

D10.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D10.2 The Safe Work Plan shall be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D11. INSURANCE

D11.1 The Contractor shall provide and maintain the following insurance coverage:

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

D11.2 Deductibles shall be borne by the Contractor.

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

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

D12. PERFORMANCE SECURITY

D12.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or

- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D12.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

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

D13. SUBCONTRACTOR LIST

D13.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at or prior to a pre-construction meeting, or at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the C4.1 for the return of the executed Contract.

D14. EQUIPMENT LIST

D14.1 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.

D15. DETAILED WORK SCHEDULE

D15.1 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.

D15.2 The detailed work schedule shall consist of the following:

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

D15.3 Further to D15.2(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

D16. COMMENCEMENT

D16.1 The Contractor shall not commence any Work until he/she is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.

- D16.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the twenty-four (24) hour emergency response phone number specified in D5.2.
 - (iv) the Safe Work Plan specified in D10;
 - (v) evidence of the insurance specified in D11;
 - (vi) the performance security specified in D12;
 - (vii) the subcontractor list specified in D13;
 - (viii) the equipment list specified in D14; and
 - (ix) the detailed work schedule specified in D15.
 - (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.
- D16.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent.
- D16.4 The City intends to award this Contract by June 19, 2013.
- D16.4.1 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.

D17. RESTRICTED WORK HOURS

- D17.1 Further to clause 3.10 of CW 1130, the Contractor shall require written permission forty-eight (48) hours in advance from the Contract Administrator for any work to be performed between 2000 hours and 0700 hours, or on Saturdays, Sundays, Statutory Holidays and or Civic Holidays.

D18. WORK BY OTHERS

- D18.1 Work by others on or near the Site will include but not necessarily be limited to:
- (a) City of Winnipeg Traffic Services Department – Replacement of signs and paint lines. The Contractor is expected to cooperate with City of Winnipeg to facilitate construction.
 - (b) Winnipeg Transit – The Contractor will coordinate with Winnipeg Transit to maintain their service flow during construction.
 - (c) Manitoba Hydro – Manhole adjustments. The Contractor is expected to cooperate with City of Winnipeg to facilitate construction.
 - (d) MTS – Manhole adjustments. The Contractor is expected to cooperate with City of Winnipeg to facilitate construction.

D19. SEQUENCE OF WORK

- D19.1 Further to C6.1, the sequence of work shall be as follows:
- D19.1.1 Construction activities on Lagimodiere Boulevard Southbound and Wilkes Avenue from Waverley Street to Victor Lewis Drive are to be limited to one lane of the roadway at a time. No construction shall commence on the adjacent lane until all work is completed on the lane under construction, or as otherwise approved by the Contract Administrator.
 - D19.1.2 The Contractor will be required to grow the work zone as the project progresses in order to maintain as much roadway available to vehicular traffic as possible.

- D19.1.3 The Partial Depth repairs to be completed shall commence prior to the full depth concrete pavement repairs and at all times precede the full depth concrete repairs within the work zone.
- D19.1.4 Placing the topsoil and finished grading of all boulevard and median areas shall be completed prior to commencing construction of asphaltic concrete overlays, including scratch courses.

D20. CRITICAL STAGES

- D20.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Wilkes Avenue from approximately 300m west of Shaftesbury Road to Fairmont Road – Once commenced construction must continue on consecutive working days and be completed within 14 working days, as determined by the Contract Administrator.
 - (b) Concrete Pavement Preservation (Partial Depth Repairs, Full Depth Repairs, Slab Placement) – August 6, 2013.
- D20.2 When the Contractor considers the Work associated with D20.1(a) and D20.1(b) to be completed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Completion. 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 D20.1(a) and D20.1(b) Work has been accepted by the Contract Administrator as being completed to the requirements of the Contract is the date on which completion of D20.1(a) and D20.1(b) has been achieved.

D21. SUBSTANTIAL PERFORMANCE

- D21.1 The Contractor shall achieve Substantial Performance by August 6, 2013.
- D21.2 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.
- D21.3 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.

D22. TOTAL PERFORMANCE

- D22.1 The Contractor shall achieve Total Performance by August 9, 2013.
- D22.2 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.
- D22.3 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.

D23. LIQUIDATED DAMAGES

- D23.1 If the Contractor fails to achieve Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Calendar Day for each and every Calendar Day following the days fixed herein for same during which such failure continues:
- (a) Wilkes Avenue from approximately 300m west of Shaftesbury Road to Fairmont Road – Two-Thousand dollars (\$2,000.00);
 - (b) Substantial Performance – Three-thousand dollars (\$3,000.00);
 - (c) Total Performance – One-Thousand Five-Hundred dollars (\$1,500.00).
- D23.2 The amounts specified for liquidated damages in D23.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance or Total Performance by the days fixed herein for same.
- D23.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D24. SCHEDULED MAINTENANCE

- D24.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Reflective Crack Maintenance as specified in CW-3250-R7;
 - (b) Seeding as specified in CW-3520-R7;
 - (c) Sodding as specified in CW-3510-R9.
- D24.2 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

D25. JOB MEETINGS

- D25.1 Regular weekly job meetings will be held at Stantec Consulting Ltd. (100-1355 Taylor Avenue). 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.
- D25.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

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

- D26.1 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).

D27. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D27.1 Further to B10.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B10.4.

MEASUREMENT AND PAYMENT

D28. PAYMENT

D28.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D29. WARRANTY

D29.1 Notwithstanding C13.2, the warranty period shall begin on the date of Substantial Performance and shall expire one (1) year thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D29.2 Notwithstanding C13.2 or D29.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Substantial 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.

D29.2.1 In such case the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

FORM H1: PERFORMANCE BOND
(See D12)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

BID OPPORTUNITY NO. 384-2013

Streets Maintenance Preservation Program 2013 – Asphalt Overlays and Concrete Pavement
Preservations

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

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

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

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

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

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

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D12)

(Date)

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

RE: PERFORMANCE SECURITY – BID OPPORTUNITY NO. 384-2013

Streets Maintenance Preservation Program 2013 – Asphalt Overlays and Concrete Pavement
Preservations

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM J: SUBCONTRACTOR LIST
 (See D13)

Streets Maintenance Preservation Program 2013 – Asphalt Overlays and Concrete Pavement Preservations

<u>Portion of the Work</u>	<u>Name</u>	<u>Address</u>
SUPPLY:		
Asphalt		
Concrete		
Topsoil		
Seed and Sod		
Frames & Covers		
Lifter Rings		
Others		
INSTALLATION:		
Asphalt		
Concrete		
Topsoil		
Seed and Sod		
Asphalt Surface Treatment		
Others		

FORM K: EQUIPMENT
(See D14)

Streets Maintenance Preservation Program 2013 – Asphalt Overlays and Concrete Pavement
Preservations

<p>1. 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>
<p>2. 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>
<p>3. 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>

FORM K: EQUIPMENT
(See D14)

Streets Maintenance Preservation Program 2013 – Asphalt Overlays and Concrete Pavement
Preservations

<p>4. 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>
<p>5. 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>
<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>

FORM L: DETAILED WORK SCHEDULE
 (See D15)

Streets Maintenance Preservation Program 2013 – Asphalt Overlays and Concrete Pavement Preservations

For each item of Work, indicate the proposed date that each cumulative percentage to be completed will be achieved.					
Items of Work	Percentage of Work Completed				
	Start	25%	50%	75%	100%
Asphalt Overlay					
<i>Wilkes Avenue from approximately 300m west of Shaftesbury Road to Fairmont Road</i>					
<i>Mountain Avenue from Arlington Street to McGregor Street;</i>					
<i>Wellington Crescent from Hugo Street to Stradbrook Avenue</i>					
<i>Sherbrook Street from Notre Dame to William Avenue</i>					
Concrete Pavement Preservation					
<i>Lagimodiere Boulevard Southbound from Bishop Grandin Boulevard to approximately 485m south of Warde Avenue</i>					
<i>Wilkes Avenue from Waverley Street to Victor Lewis Drive</i>					

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.

E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>

E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.

E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.

E1.3 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
G-001	Cover Sheet	11x17
C-101	Wilkes Avenue – Fairmont Rd. to Shaftesbury Blvd. – Sta. 0+100 to Sta. 1+600 – Asphalt Overlay	11x17
C-102	Wilkes Avenue – Fairmont Rd. to Shaftesbury Blvd. – Sta. 1+600 to Sta. 2+977 – Asphalt Overlay	11x17
C-103	Mountain Avenue – Arlington St. to McGregor St. – Sta. 0+100 to Sta. 0+690 – Asphalt Overlay	11x17
C-104	Wellington Crescent – Hugo St. to Stradbrook Ave. – Sta. 0+100 to Sta. 0+359 – Asphalt Overlay	11x17
C-105	Sherbrook Street – Notre Dame Ave. to William Ave. – Sta. 0+100 to 0+466 – Asphalt Overlay	11x17
C-106	Lagimodiere Boulevard SB – Bishop Grandin Blvd. to Warde Ave. – Sta. 0+100 to 1+1000 – Concrete Pavement Preservation	11x17
C-107	Lagimodiere Boulevard SB – Bishop Grandin Blvd. to Warde Ave. – Sta. 1+000 to 1+875 – Concrete Pavement Preservation	11x17
C-108	Wilkes Avenue – Victor Lewis Dr. to Waverley St. – Sta. 0+100 to Sta. 0+613 – Concrete Pavement Preservation	11x17

E2. PROTECTION OF EXISTING TREES

E2.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the limits of the construction area:

- (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.

E2.2 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his/her designate.

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

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

E3. TRAFFIC CONTROL

E3.1 Further to clauses 3.6 and 3.7 of CW 1130:

- (a) Where directed, the Contractor shall construct and maintain temporary asphalt ramps to alleviate vertical pavement obstructions such as manholes and planing drop-offs to the satisfaction of the Contract Administrator. Payment shall be in accordance with CW3410.
- (b) In accordance with the Manual of Temporary Traffic Control in Work Areas on City Streets, the Contractor ("Agency" in the manual) shall make arrangements with the Traffic Services Branch of the City of Winnipeg to place all temporary regulatory signs. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by the Traffic Services Branch of the City of Winnipeg in connection with the works undertaken by the Contractor.
- (c) All lanes of traffic will be open during the restricted hours of work as per D17, the Contractor is responsible for removing all traffic diversion devices, and ensuring lane drop signs are covered during the restricted hours of work. Furthermore, where the Contractor has neglected to remove/cover traffic diversion devices and signs the Contractor will be given a warning. If the Contractor has been warned up to three (3) times the Contract Administrator will hire a third party agency to perform traffic control at the expense of the Contractor.

E4. TRAFFIC MANAGEMENT

E4.1 Further to clause 3.7 of CW 1130:

E4.1.1 Maintain a minimum of one lane of traffic in each direction at all times, unless otherwise specified;

(a) Wilkes Avenue Asphalt Overlay

- (i) One lane of traffic shall be maintained at all times. The use of a flag person will be required. Refer to "Manual of Temporary Traffic Control in Work Areas on City Streets" Figure 27 (electronic communication devices will be required for flag persons to coordinate traffic);
- (ii) The Contractor shall stage the Work in no longer than 1000m increments. The Contractor shall prepare a detailed Work plan for the review and approval of the Contract Administrator.

E4.1.2 Area business and resident access shall be maintained at all times.

- (a) The Contractor shall provide one (1) week notice to the Contract Administrator prior to the final lift of asphalt.

- E4.1.3 All intersecting streets and private approach access shall be maintained at all times.
- E4.1.4 No drop offs will be permitted overnight.
- E4.1.5 Asphalt placement will be sequenced as to prevent longitudinal asphalt cold joints.
- E4.1.6 Should the Contractor be unable to maintain pedestrian or vehicular access to a residence or business, he/she shall review the planned disruption with the business or residence and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 24 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.
- E4.1.7 Pedestrian and ambulance/emergency vehicle access must be maintained at all times.

E5. WATER OBTAINED FROM THE CITY

- E5.1 Further to clause 3.7 of CW 1120, the Contractor shall pay for all costs, including sewer charges, associated with obtaining water from the City in accordance with the Waterworks and Sewer By-laws.

E6. SURFACE RESTORATIONS

- E6.1 Further to clause 3.3 of CW 1130, when Total Performance is not achieved in the year the Contract is commenced, the Contractor shall temporarily repair any Work commenced and not completed to the satisfaction of the Contract Administrator. The Contractor shall maintain the temporary repairs in a safe condition as determined by the Contract Administrator until permanent repairs are completed. The Contractor shall bear all costs associated with temporary repairs and their maintenance.

E7. OPERATING CONSTRAINTS FOR WORK IN CLOSE PROXIMITY TO THE WILKES AVENUE FEEDMAINS (750MM & 900MM)

E7.1 DESCRIPTION

- E7.1.1 This Section details operating constraints for all work to be carried out in close proximity to the Wilkes Avenue Feedmains. Close proximity shall be deemed to be any construction activity within a 5 m offset from the centreline of the feedmains.

E7.2 GENERAL CONDITIONS FOR WORK IN CLOSE PROXIMITY TO THE WILKES AVENUE FEEDMAINS

- E7.2.1 The Wilkes Avenue Feedmains are critical components of the City of Winnipeg Regional Water Supply System and work in close proximity to the pipelines shall be undertaken with an abundance of caution. The pipes cannot be taken out of service to facilitate construction and inadvertent damage caused to the pipes would likely have catastrophic consequences.
- E7.2.2 Work around the feedmains shall be planned and implemented to minimize the time period that work is carried out in close proximity to the pipes and to ensure that the pipelines are not subjected to excessive construction related loads, including excessive vibrations and/or concentrated or asymmetrical lateral loads during backfill placement.
- E7.2.3 Generally, loading conforming to legal highway loading for adjacent roadways or AASHTO HS 20 loading will be permitted, subject to review as outlined in Submittals section below.

E7.3 SUBMITTALS

- E7.3.1 Submit a Construction Method Statement with proposed construction plan including haul routes, excavation equipment locations, loading positioning and base construction sequencing to the Contract Administrator for review seven (7) days prior to construction. Do not commence construction until the Construction Method Statement has been reviewed and accepted by the Contract Administrator.

E7.3.2 The Contract Administrator will review construction method statement in light of the feedmains loading limitations.

E7.4 PROTECTION OF THE WILKES AVENUE FEEDMAINS DURING CONSTRUCTION

E7.4.1 Contractors carrying out repair work or working in close proximity to the Feedmains shall meet the following conditions and technical requirements:

- (a) Pre-work, Planning and General Execution
 - (i) No work shall commence at the site until the Construction Method Statement has been accepted and the feedmains locations has been clearly delineated in the field.
 - (ii) Work shall only be carried out with equipment that has been reviewed and quantified in terms of its loading implications by the Contract Administrator.
 - (iii) For transverse crossings of the feedmains in support of pavement construction activities, designate crossing locations and confine equipment crossing the pipe(s) to these locations. Reduce equipment speeds to levels that minimize the impacts of impact loading.
 - (iv) For construction work activities either longitudinally or transverse to the alignment of the feedmains work only with equipment and in the manner stipulated in the accepted Construction Method Statement and the supplemental requirements noted herein.
 - (v) Subgrade, sub-base and base construction shall be kept in a rut free condition at all times. Construction equipment is prohibited from crossing pipelines if the grade is insufficient to support the equipment without rutting.
 - (vi) Granular material, construction material, soil or other material shall not stockpiled on the pipelines or within 5 metres of the pipe centerline.
 - (vii) Stage construction such that the Feedmains is not subjected to significant asymmetrical loading at any time.
 - (viii) Where work is in proximity to the feedmains, utilize construction practices and procedures that do not impart excessive vibration loads on the feedmains or that would cause settlement of the subgrade below the feedmains.
- (b) Demolition and Excavation
 - (i) Concrete demolition and removal within 3 metres horizontally of the feedmains shall be completed by saw cutting and removal, or use of hand held jackhammers. Use of machine mounted concrete breakers above the feedmains shall not be permitted.
 - (ii) Where there is less than 1.6 metres of earth cover over the feedmains and further excavation is required either adjacent to or over the feedmains, utilize only smooth edged excavation buckets, soft excavation or hand excavation techniques.
 - (iii) Where there is less than 2.5 m of cover over the feedmains, offset backhoe or excavation equipment from feedmains, a minimum of 2.5 m from feedmain centerline, to carry out excavation. Only single live loads will be permitted on the feedmains at any one time.
- (c) Subgrade Construction
 - (i) Subgrade compaction shall be limited to static compaction methods and only with equipment that are well within the rated loading superimposed loading capacity of the feedmains.
 - (ii) Stage work activities to minimize the time period that unprotected subgrade is exposed to the environment and protect the subgrade against the impacts of adverse weather if sub-base/ base course construction activities are not sequential with excavation.
- (d) Sub-base and Base Course Construction

- (i) Sub-base or base course materials shall not be dumped directly on pipelines but shall be carefully bladed in-place.
- (ii) Sub-base compaction shall be either carried out by static methods without vibration or with smaller approved equipment such as hand held plate packers or smaller roller equipment.

E7.4.2 The Contractor shall ensure that all work crew members understand and observe the requirements of this specification. Prior to commencement of on-site work, the Contractor shall jointly conduct an orientation meeting with the Contractor Administrator with all superintendents, foremen and heavy equipment operators to make all workers on site are fully cognizant of the limitations of altered loading on the feedmains, the ramifications of inadvertent damage to the pipelines, the constraints associated with work in close proximity to the feedmains and the specific details of the Construction Method Statement in instances where a Construction Method Statement is in effect.

E7.4.3 E26.4.3 Employees of the Contractor or any Subcontractor that fail to comply with the conditions for working in close proximity to the feedmains shall be promptly removed from the Site.

E7.5 MEASUREMENT AND PAYMENT

E7.5.1 No measurement or payment will be made for the works listed in this specification.

E8. PARTIAL DEPTH CONCRETE REPAIR SPECIFICATION

E8.1 DESCRIPTION

E8.1.1 This Specification shall cover all operations relating to partial depth concrete repairs of concrete pavement joints. The work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all work as hereinafter specified.

E8.1.2 Referenced Standard Construction Specifications

- (a) CW 3310 – Portland Cement Concrete Pavement Works.

E8.2 MATERIALS

E8.2.1 Concrete Repair Materials

- (a) Acceptable material to be used for the partial depth repairs are Five Star Highway Patch and Euclid Versaspeed. This material shall be covered and kept out of direct sunlight when being stored. No substitutions are allowed for this material.
- (b) Clean and potable water is to be used for mixing of the patching material. Water used for mixing must not exceed 25° Celsius.
- (c) 10 mm gravel in accordance with the following gradation:
 - Sieve % Passing
 - 10 100%
 - 5 0 – 15%
 - 2.5 0 – 5%
 - 80 micron 0 – 1%
- (d) Curing Compound will be Type 2, white-pigmented and water based liquid membrane forming curing in accordance with ASTM C309.

E8.2.2 Bond Breaker

- (a) Bond Breaker shall be Styrofoam (6.5 ± .5 mm thick) or waxed cardboard or other suitable product approved by the Contract Administrator.

E8.3 EQUIPMENT

- E8.3.1 Chipping hammers shall be either Hilti TE 905 electric driven or if using air driven hammers, shall be less than or equal to 13.5 kg, combined with sharp chipping tempered hammer bits.
- E8.3.2 Sand blasting equipment shall be air compressor operated with a nozzle size matched to the air compressor pressure. Preferred equipment is:
- (a) Clemco Model 2020 with a #4 nozzle on a dolly using Black Diamond 20/40 grit at an operating pressure of 110 PSI
Acceptable sand blasting equipment is:
 - (b) Clemco Model 1042 using fine silica sand at an operating pressure of 100 PSI.
- E8.3.3 An oil free jetted air compressor shall be used to blow out repairs, vacuum will not be acceptable.
- E8.3.4 Quickie Saw, capable of holding 2-14" diamond tip blades and must be used in conjunction with a cart to make long straight cuts.
- E8.3.5 A mason's hammer for sounding concrete.
- E8.3.6 Calibrated 3 litre (2.84 quart) water container.

E8.4 CONSTRUCTION METHODS

- E8.4.1 Remove any existing AMZ or asphaltic material if applicable from the concrete surface adjacent to the area to be repaired.
- E8.4.2 Sawcut the repair edge a minimum width of 25 mm beyond the edge of the deteriorated concrete, to a minimum depth of 25 mm. Sawcuts shall be made parallel to the joint. No diagonal cuts are allowed. For pavements where deterioration is observed 50 mm or less in depth, a 12 mm edge sawcut can be utilized.
- E8.4.3 Remove existing sealant 100 mm beyond the ends of the repair.
- E8.4.4 Remove all loose or deteriorated concrete with either an electric or air driven 13.5 kg chipping hammer without damaging the saw cut or existing joint. If during removal, damage occurs beyond the sawcut, remove the concrete at a 45° angle down to the joint. A new sawcut is not required.
- E8.4.5 Sound the concrete using sight, sound and feel with a mason's hammer to determine the presence of additional deteriorated concrete. Complete additional removal of any unsound concrete, as stated above.
- E8.4.6 If any of the following conditions are present in a concrete joint, repairs should be completed as a full depth repair:
- (a) Vertical displacement of the concrete slab by more than 5mm.
 - (b) Corrosion of the tie bars or dowels.
 - (c) Concrete deterioration is present to the bottom or around the existing tie bars or dowels.
 - (d) Improper layout of original pavement joints.
- E8.4.7 Sawcut 6 mm wide along the existing joint, to a depth of 10mm below the deepest part of the deteriorated concrete or to the depth of the steel. The saw cut shall extend the full length of the repair area. Do not cut the steel.
- E8.4.8 Sandblast the concrete surface of the repair area, the saw cut run-outs and 25mm beyond the perimeter of the repair area to ensure that the concrete surface is rough and clean. The Contractor shall be responsible for protecting traffic during sandblasting.
- E8.4.9 Use compressed air that has an oil free air jet having sufficient volume and pressure to remove dust and loose particles.

- E8.4.10 Place a 6 mm bond breaker to the full length and depth of the saw cut to match the pavement surface. The bond breaker shall extend 50 mm beyond the edge of the repair.
- E8.4.11 Mix the concrete repair material in accordance with the manufacturer's guidelines and according to the following instructions:
- (a) Material and water are to be stored in an enclosed vehicle or facility.
 - (b) Water for mixing must be no more than 25° Celsius and must be clean and potable. If the mix temperature is greater than 25° Celsius bags of cubed ice shall be used for mixing in the water. Bags shall remain intact to keep the ice cubes from mixing in the water.
 - (c) Remove old mix material from the pail by scraping the bucket after every batch.
- E8.4.12 The existing concrete surface shall be misted until immediately prior to placement of the repair material. If the temperature of the concrete is too high place ice in the hand sprayer to reduce the temperature.
- E8.4.13 Place the concrete repair material according to the following instructions:
- (a) Place the repair material on both sides of the bond breaker at the same time. The bond breaker must remain straight during placement of the repair material.
 - (b) Start placing repair material on the high side of the joint if possible. Plan the placement so there will be a minimum number of ends of active material where continuous placement is happening.
 - (c) Do not do partial fill with a layer on the bottom between batches. Only bulkhead a cold joint. If a cold joint is placed, sand blast before butting new material against the bulkhead. Create a cold joint by striking off vertically and removing excess repair material. To keep more than one joint active when more than one head of material is being worked on, use part of each succeeding batch to extend the working time of each active repair material head.
 - (d) To finish a repair, strike off material with the edge of a trowel flush with the existing concrete and finish with a steel trowel.
 - (e) Do not add additional water during mixing or after mixing as it will result in strength loss of the repair material.
 - (f) Use minimal motions to finish the surface. Overworking will result in scaling or spalling of the repair surface.
 - (g) The finished concrete shall be flush with the adjacent existing concrete.
- E8.4.14 Saw cut run-outs shall be filled with concrete repair material.
- E8.4.15 Uniformly apply water based white pigmented curing compound once the material has set up.
- E8.4.16 Sawcut the width and depth to match the existing pavement joint reservoir and reseal.

E8.5 MEASUREMENT & PAYMENT

- E8.6 Construction of Partial Depth Concrete Repairs will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Partial Depth Concrete Repairs". The area to be paid for will be the total number of square meters of partial depth concrete repairs supplied and placed in accordance with this specification and accepted by the Contract Administrator, including all materials and operations herein described and all other items incidental to the Work included in this Specification. Any partial depth repair that is less than 0.03 m² shall be measured as 0.03 m².

E9. CONCRETE FINISHING TOLERANCES

E9.1 DESCRIPTION

- E9.1.1 Further to CW 3310, this specification covers the tolerances of concrete pavement.

E9.1.2 Referenced Standard Construction Specifications

- (a) CW 3310 – Portland Cement Concrete Pavement Works.

E9.2 MATERIALS

- E9.2.1 As per City of Winnipeg Specifications, CW 3310.

E9.3 CONSTRUCTION METHODS

- E9.3.1 In addition to City of Winnipeg Specifications, CW 3310 Section 9.5, the Contractor shall ensure that the tolerances for the finishing of concrete pavements are met.

- E9.3.2 The Contractor shall ensure that the finished grade of a concrete joint and/or slab is within an accuracy of plus or minus 5 mm with a rounded shape 3.0 metre long metal straight edge on every joint and slab.

- E9.3.3 Since these pavements are scheduled for diamond grinding, if upon curing, the old pavement to new joint or slab fall outside the tolerances mentioned in this specification the concrete pavement repair will be removed and replaced to the Contract Administrator's satisfaction, at the Contractor's expense.

E9.4 MEASUREMENT AND PAYMENT

- E9.4.1 There will be no measurement and payment for concrete finishing tolerances as described in this specification.

E10. SAWCUTTING PAVEMENT

- E10.1 At the limits of excavation as directed by the Contract Administrator, the Contractor shall saw cut the existing pavement to produce a clean straight edge when excavated. The edge must be clean and straight prior to pouring new concrete pavement.

- E10.2 For asphaltic concrete pavements, the cost of saw cutting and disposal of any surplus material shall be included in the unit price bid for "Pavement Removal – Asphalt Pavement". For concrete pavements, the cost of saw cutting and disposal of surplus material shall be included in the unit price bid for "Pavement Removal – Concrete Pavement".

- E10.3 For locations of existing concrete pavements that are to be removed, the pavement shall be saw cut full depth at a location no greater than 150mm from the face of the existing curb. The saw cut shall be straight and consistent. The full depth saw cut for existing concrete pavement removal shall be paid for at the Contract Unit Price for "Full-Depth Saw Cutting" measured per metre, which price shall be payment in full for performing all operations described in E15.3 and all other items incidental to the work included in E15.3.

E11. INSTALLATION OF CITY OF WINNIPEG PROVIDED CGI RISERS

- E11.1 The Contractor shall be responsible for the installation of CGI risers, which will be provided by the City of Winnipeg Streets Maintenance. Payment will be made for installation only at the Contract Unit Price per installation.

E12. SKEWED JOINTS

E12.1 DESCRIPTION

- E12.1.1 Further to CW 3230 and CW 3310, this specification covers the requirement for any tie bars, dowels, and dowel assemblies on skewed joints.

E12.2 MATERIALS

- E12.2.1 Tie Bars

- (a) As per City of Winnipeg Specifications, CW 3230.

- E12.2.2 Dowels
(a) As per City of Winnipeg Specifications, CW 3230.
- E12.2.3 Skewed Dowel Assemblies
- E12.2.4 Dowel assemblies will be supplied as per City of Winnipeg Specifications, CW 3310, and will be skewed such that dowels placed in the assembly are parallel the travel direction of the lane.
- E12.3 CONSTRUCTION METHODS
- E12.3.1 Skewed joints will be identified on site by the Contract Administrator.
- E12.3.2 For full depth concrete patches and slabs tied into existing pavement drilled holes for tie bars or dowels will be drilled parallel the travel direction for the lane.
- E12.3.3 For consecutive slab repairs requiring joints at 5 meter intervals or less skewed dowel assemblies will be installed. The Contractor shall ensure that the assembly is skewed to match the joint line and the dowels are parallel the travel direction of the lane.
- E12.4 MEASUREMENT AND PAYMENT
- E12.4.1 Drilled tie bars on a skewed joint will be measured and paid for as per City of Winnipeg Specifications, CW 3230 for "Drilled Tie Bars".
- E12.4.2 Drilled dowels on a skewed joint will be measured and paid for as per City of Winnipeg Specifications, CW 3230 for "Drilled Dowels".
- E12.4.3 Skewed dowel assemblies will be measured and paid for as per City of Winnipeg Specifications, CW 3310 for "Supply and Installation of Dowel Assemblies".