



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 393-2013**

**2013 REGIONAL AND LOCAL STREETS PROGRAM, PORTAGE AVENUE  
EASTBOUND, ST. JOHN'S AMBULANCE WAY TO SHERBURN STREET,  
REHABILITATION**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 2013 REGIONAL AND LOCAL STREETS PROGRAM, PORTAGE AVENUE EASTBOUND, ST. JOHN'S AMBULANCE WAY TO SHERBURN STREET, REHABILITATION

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 30, 2013.
- B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

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

### **B4. 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 Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B4.2.2 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.
- 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/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.
- 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/she 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/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 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.
- B5.10 Notwithstanding B5.2 to B5.9, in accordance with B6.6, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

## **B6. BID COMPONENTS**

B6.1 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;

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, will be evaluated in accordance with B14.1(a).

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 Division  
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/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.

- 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/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.
- B7.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- 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 B14.4.3, 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/>
- B8.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B8.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B8.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **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 Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

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 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/>)

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.

B10.1.3 The Bidder shall sign the Bid Bond.

B10.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.



- 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 Division, 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/her 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 Division website 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 Division website 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/her 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/her Bid after the Submission Deadline but before his/her 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, or acceptable deviation therefrom (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/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B14.4 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.
- 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 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.
- B14.4.3 The electronic Form B: Prices and the formulas imbedded in that spreadsheet are only provided for the convenience of Bidders. The City makes no representations or warranties as to the correctness of the imbedded formulas. It is the Bidder's responsibility to ensure the extensions of the unit prices and the sum of Total Bid Price performed as a function of the formulas within the electronic Form B: Prices are correct.

**B15. AWARD OF CONTRACT**

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B14.
- B15.3.1 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](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) Pavement Rehabilitation
  - (i) Portage Avenue Eastbound from St. John's Ambulance Way to Sherburn Street
- (b) Intersection Improvements
  - (i) St. John's Ambulance Way at Portage Avenue

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

- (a) Pavement Rehabilitation
  - (i) Planing existing asphalt pavement
  - (ii) Full depth concrete repairs of existing joints and slabs
  - (iii) Renewal of existing curbs
  - (iv) Replacement of existing catch basins and catch basin leads
  - (v) Adjustment of catch basins, manholes, and appurtenances
  - (vi) Renewal of existing sidewalk
  - (vii) Installation of detectable warning tiles (eastbound & westbound Portage Ave.)
  - (viii) Placement of asphalt overlay (Type 1A, average thickness 90 mm)
  - (ix) Boulevard restoration
- (b) Intersection Improvements
  - (i) Removal of existing pavement
  - (ii) Excavation
  - (iii) Compaction of sub-grade
  - (iv) Placement of sub-base and base course
  - (v) Construction of 150 mm barrier curb, modified barrier curb, and splash strip
  - (vi) Adjustment of existing manholes and appurtenances
  - (vii) Construction of 200 mm reinforced concrete pavement
  - (viii) Placement of asphalt overlay (Type 1A, thickness 50 mm)
  - (ix) Renewal of existing sidewalk
  - (x) Boulevard restoration

#### **D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is Morrison Hershfield Limited, represented by:

Wayne Jaworski, C.E.T.  
Senior Project Manager

Telephone No. 204 977 8370  
Facsimile No. 204 487 7470

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

D3.3 Bids Submissions must be submitted to the address in B6.8

#### **D4. CONTRACTOR'S SUPERVISOR**

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

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

#### **D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

#### **D6. NOTICES**

D6.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

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

D6.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

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

## **D7. FURNISHING OF DOCUMENTS**

- D7.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Bid Opportunity. If the Contractor requires additional sets of the Bid Opportunity, they will be supplied to him/her at cost.

## **SUBMISSIONS**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

- D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D9. SAFE WORK PLAN**

- D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D9.2 The Safe Work Plan shall be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

### **D10. INSURANCE**

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
  - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
  - (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.
- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in the C4.1 for the return of the executed Contract.
- D10.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

## **D11. PERFORMANCE SECURITY**

- D11.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
  - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
  - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D11.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D11.2 If the bid security provided in his/her Bid was not a certified cheque or draft pursuant to 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.

## **D12. SUBCONTRACTOR LIST**

- D12.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at or prior to a pre-construction meeting, or at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the C4.1 for the return of the executed Contract.

## **D13. DETAILED WORK SCHEDULE**

- D13.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract.
- D13.2 The detailed work schedule shall consist of the following:
- (a) a Gantt chart for the Work 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/she is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.
- D14.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D8;



- (ii) evidence of the workers compensation coverage specified in C6.15;
  - (iii) the twenty-four (24) hour emergency response phone number specified in D4.2.
  - (iv) the Safe Work Plan specified in D9;
  - (v) evidence of the insurance specified in D10;
  - (vi) the performance security specified in D11;
  - (vii) the subcontractor list specified in D12;
  - (viii) the detailed work schedule specified in D13.
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D14.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent. No Work shall be commenced west of Raglan Street until after June 16, 2013.

D14.4 The City intends to award this Contract by June 14, 2013.

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

## **D15. WORKING DAYS**

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

D15.1.1 The definition of a Working Day shall be amended to include Saturdays.

D15.1.2 The Contract Administrator will determine daily if a Working Day has elapsed and will record his/her assessment. On a weekly basis the Contract Administrator will provide the Contractor with a record of the Working Days assessed for the preceding week. The Contractor shall sign each report signifying that he/she agrees with the Contract Administrator's determination of the Working Days assessed for the report period.

D15.1.3 Work done to restore the Site to a condition suitable for Work, shall not be considered "work" as defined in the definition of a Working Day.

D15.1.4 When the Work includes two or more major types of Work that can be performed under different atmospheric conditions, the Contract Administrator shall consider all major types of Work in determining whether the Contractor was able to work in assessing Working Days.

## **D16. RESTRICTED WORK HOURS**

D16.1 Further to clause 3.10 of CW 1130, the Contractor shall require written permission forty-eight (48) hours in advance from the Contract Administrator for any work to be performed between 2000 hours and 0700 hours, or on Saturdays, Sundays, Statutory Holidays and or Civic Holidays.

D16.2 The following work hour restrictions shall also apply:

- (a) In accordance with the Manual of Temporary Traffic Control, Sections 2.03, 2.04, 2.05 and 2.06, should the Traffic Management Branch of the Public Works Department require that work on regional and residential streets be carried out at night or on Saturdays 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.

## **D17. WORK BY OTHERS**

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

- (a) City of Winnipeg – Transit Department – removal and replacement of bus shelters;
- (b) City of Winnipeg – Traffic Signals Department – removal and installation of signal poles and foundations;
- (c) City of Winnipeg – Traffic Services Department – miscellaneous sign removal and installation and line painting;
- (d) Manitoba Hydro – Gas Division – lowering and/or rock wrapping of underground main and services as required;
- (e) Manitoba Hydro – adjustment of manhole(s) as required;
- (f) MTS – adjustment of manhole frames as required;
- (g) City of Winnipeg – Geomatics Branch – various work on survey monuments.

D17.2 The Contract Administrator will attempt to arrange and coordinate work to be performed by others so that such Work does not interfere with the Work and schedule of the Contractor. Where work by others interferes, as determined by the Contract Administrator, with the Contractor's planned Work, the Contractor shall modify his plans and do other Work. Unless the Contract Administrator determines that there was no opportunity for the Contractor to do a similar amount of work, no consideration will be made to extending the Contract Time.

## **D18. SEQUENCE OF WORK**

D18.1 Further to C6.1, the sequence of work shall be as follows:

D18.1.1 The Work shall be divided into two (2) phases. Each Phase shall be subdivided into stages. Stages are further subdivided into major items of work.

D18.1.2 **Phase I**

(a) **Stage I – Eastbound Gutter Lane**

- (i) Planing of pavement;
- (ii) Concrete joint and slab repairs;
- (iii) Catch basin and catch basin lead installation;
- (iv) Curb renewals, sidewalk renewals (including detectable warning tiles) and adjustment of appurtenances;
- (v) Placing topsoil and finish grading;
- (vi) Placing of scratch course of asphalt; and
- (vii) Laying of sod.

(b) **Stage II – Eastbound South Centre Lane**

- (i) Planing of pavement;
- (ii) Concrete joint and slab repairs;
- (iii) Adjustment of manholes and appurtenances; and
- (iv) Placing of scratch course of asphalt.

(c) **Stage III – Eastbound North Centre Lane**

- (i) Planing of pavement;
- (ii) Concrete joint and slab repairs;
- (iii) Adjustment of manholes and appurtenances; and
- (iv) Placing of scratch course of asphalt.

(d) **Stage IV – Eastbound Median Lane and Turning Lanes**

- (i) Planing of pavement;
- (ii) Concrete joint and slab repairs;

- (iii) Adjustment of manholes and appurtenances;
- (iv) Curb renewals and median work (Contractor to be careful not to damage existing median planters); and
- (v) Placing scratch course of asphalt.

(e) **Stage V – Westbound Portage Avenue Sidewalk**

- (i) Curb and sidewalk renewals including detectable warning tiles.

D18.1.3 Immediately following the completion of the asphaltic concrete works of Phase I, the Contractor shall clean up the Site and remove all plant, surplus material, waste and debris, other than that left by the City or other Contractors.

D18.1.4 **Phase II**

- (a) Place top lift of asphalt one lane-at-a-time.

**D19. CRITICAL STAGES**

D19.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) Eastbound Portage Avenue rehabilitation, west of Raglan Road complete before September 1, 2013
- (b) Catch basin and sewer service pipe repairs on Portage Avenue complete before September 1, 2013

**D20. SUBSTANTIAL PERFORMANCE**

D20.1 The Contractor shall achieve Substantial Performance within sixty (60) consecutive Working Days of the commencement of the Work as specified in D14.

D20.2 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.

D20.3 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.

**D21. TOTAL PERFORMANCE**

D21.1 The Contractor shall achieve Total Performance within sixty-five (65) consecutive Working Days of the commencement of the Work as specified in D14.

D21.2 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.

D21.3 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.

**D22. LIQUIDATED DAMAGES**

D22.1 If the Contractor fails to achieve Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the

City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) Eastbound Portage Avenue rehabilitation, west of Raglan Road Critical Stage – five thousand dollars (\$5,000);
- (b) Catch basin and sewer service pipe repairs on Portage Avenue Critical Stage – five thousand dollars (\$5,000);
- (c) Substantial Performance – five thousand dollars (\$5,000);
- (d) Total Performance – one thousand dollars (\$1,000).

D22.2 The amounts specified for liquidated damages in D22.1 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.

D22.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

### **D23. SCHEDULED MAINTENANCE**

D23.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

- (a) Reflective crack maintenance during one year maintenance warranty period as specified in CW 3250;
- (b) Sod maintenance as specified in CW 3510;
- (c) Joint sealing as specified in CW 3250.

D23.2 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.

### **D24. ACCELERATED COMPLETION**

D24.1 Description

D24.1.1 This specification shall cover the accelerated completion of this contract.

D24.2 Acceleration of Work

D24.2.1 At no risk to the City, the Contractor at his own initiative, means, and expense, may undertake to complete the Works of this Contract to facilitate the safe reopening of the entire Site to traffic and pedestrians in advance of the date of Substantial Performance as specified in D20.

D24.2.2 Reopening of the entire Site shall occur when all Work items listed in D2 are complete, including streetscaping and Site cleanup.

D24.2.3 In recognition of the fact that an early completion of the Works is of benefit to the City, the City will compensate the Contractor for said early completion on a per diem unit price basis, as hereinafter set out, provided that the City will not be liable to pay for any period of acceleration in excess of ten (10) Working Days.

D24.2.4 It is noted that certain delays of the Work are normal, due to Site conditions, necessary layout and dimensional changes. The Contract Administrator will attempt to resolve each situation as soon as possible. The Contractor is advised that no extension to the number of Working Days listed in D20 will be given for events of this sort which cause construction delay and are resolved within 48 hours of the requirement of change becoming known to both the Contractor and the Contract Administrator.

### D24.3 Method of Measurement

D24.3.1 Subject to clause D24.3 hereof, accelerated completion will be measured on a unit basis per diem. The number of days to be paid for will be the total number of Working Days with which all of the Work is complete and the Site is safely reopened to vehicular and pedestrian traffic in advance of the number of Working Days specified herein for Substantial Performance in D20 with all specified Works listed in D2 completed and acceptable to the Contract Administrator.

### D24.4 Basis of Payment

D24.4.1 Subject to clause D24.3 hereof, accelerated completion will be paid for at the Unit Price per diem specified hereinafter for "Accelerated Completion" which price shall be payment in full for performing all operations undertaken and all other items incidental to the Work included in this Specification. Unit Price per diem = Five thousand dollars (\$5,000).

D24.4.2 Payment of this item is not identified on Form B: Prices, and shall not be included thereon. If accelerated completion does occur as specified herein, then payment will be made for this item as an addition to the Contract.

## CONTROL OF WORK

### D25. JOB MEETINGS

D25.1 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.

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 B9.4, 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 B9.4.

## 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.

**FORM H1: PERFORMANCE BOND**  
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

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

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

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

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

BID OPPORTUNITY NO. 393-2013

2013 REGIONAL AND LOCAL STREETS PROGRAM, PORTAGE AVENUE EASTBOUND, ST. JOHN'S  
AMBULANCE WAY TO SHERBURN STREET, REHABILITATION  
which is by reference made part hereof and is hereinafter referred to as the "Contract".

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

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

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
(Witness as to Principal if no seal)

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

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

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

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

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

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

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

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

RE: PERFORMANCE SECURITY – BID OPPORTUNITY NO. 393-2013

2013 REGIONAL AND LOCAL STREETS PROGRAM, PORTAGE AVENUE EASTBOUND, ST.  
JOHN'S AMBULANCE WAY TO SHERBURN STREET, REHABILITATION

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

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

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

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

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

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

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

Partial drawings are permitted.

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

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

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



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

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

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

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

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

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

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

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

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



## 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>
0	COVER SHEET AND LOCATION PLAN	A1
1	KEY PLAN, HORIZONTAL AND VERTICAL CONTROL, AND DRAWING LIST	A1
2	HORIZONTAL GEOMETRY ST JOHN AMBULANCE WAY	A1
3	PORTAGE AVENUE, EASTBOUND - STA 0+235 TO STA 0+340	A1
4	PORTAGE AVENUE, EASTBOUND - STA 0+340 TO STA 0+480	A1
5	PORTAGE AVENUE, EASTBOUND - STA 0+480 TO STA 0+610	A1
6	PORTAGE AVENUE, EASTBOUND - STA 0+610 TO STA 0+730	A1
7	PORTAGE AVENUE, EASTBOUND - STA 0+730 TO STA 0+860	A1
8	PORTAGE AVENUE, EASTBOUND - STA 0+860 TO STA 0+980	A1
9	PORTAGE AVENUE, EASTBOUND - STA 0+980 TO STA 1+110	A1
10	PORTAGE AVENUE, EASTBOUND - STA 1+110 TO STA 1+240	A1
11	PORTAGE AVENUE, EASTBOUND - STA 1+240 TO STA 1+360	A1
12	PORTAGE AVENUE, EASTBOUND - STA 1+360 TO STA 1+500	A1
13	PORTAGE AVENUE, EASTBOUND- STA 1+500 TO STA 1+640	A1
14	PORTAGE AVENUE, EASTBOUND - STA 1+640 TO STA 1+780	A1
15	PORTAGE AVENUE, EASTBOUND - STA 1+780 TO STA 1+875	A1

## **E2. GEOTECHNICAL REPORT**

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

## **E3. OFFICE FACILITIES**

E3.1 The Contractor shall supply office facilities meeting the following requirements:

- (a) The field office shall be for the exclusive use of the Contract Administrator.
- (b) The building shall be conveniently located near the site of the Work.
- (c) The building shall have a minimum floor area of 25 square metres, a height of 2.4m 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 1.2m, one stool, one four drawer legal size filing cabinet, and a minimum of 12 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/she deems it necessary.

E3.2 The Contractor shall be responsible for all installation and removal costs, all operating costs, and the general maintenance of the office facilities.

E3.3 The office facilities will be provided from the date of the commencement of the Work to the date of Total Performance.

## **E4. PROTECTION OF EXISTING TREES**

E4.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the limits of the construction area:

- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of trees.
- (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25 x 100 x 2400mm wood planks, or suitably protected as approved by the Contract Administrator.
- (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
- (d) Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
- (e) Work on-site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.

- E4.2 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his/her designate.
- E4.3 No separate measurement or payment will be made for the protection of trees.
- E4.4 Except as required in clause E4.1(c) and E4.1(e), Elm trees shall not be pruned at any time between April 1 and July 31.

## **E5. TRAFFIC CONTROL**

- E5.1 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.

## **E6. TRAFFIC MANAGEMENT**

- E6.1 Further to clause 3.7 of CW 1130:
- E6.1.1 Maintain a minimum of three (3) lanes open to traffic eastbound Portage Avenue from Raglan Road to Sherburn Street during morning peak period (7:00 am to 9:00 am, Monday to Friday). At all other times a minimum of two (2) lanes must be maintained.
  - E6.1.2 Maintain a minimum of two (2) lanes of traffic eastbound on Portage Avenue from St. John's Ambulance Way to Raglan Road at all times. Prior to July 1, 2013 and after August 31, 2013, three (3) lanes of traffic must be maintained west of Raglan Road during the morning peak period (7:00 am to 9:00 am, Monday to Friday) ie. No lane closures will be allowed during the morning peak period west of Raglan Road prior to July 1, 2013 or after August 31, 2013.
  - E6.1.3 Maintain a minimum of three (3) lanes westbound at all times during construction.
  - E6.1.4 The Contractor will be allowed to close alternating side street approaches on the south side of Portage Avenue (ie. The Contractor may not close consecutive intersections at the same time) in order to complete intersection work. Ramping of asphalt may be required to open a street to traffic prior to final asphalt paving.
  - E6.1.5 St. John's Ambulance Way EB-SB shall remain open to traffic during construction. Staging of construction will be required to accommodate traffic (including buses and trucks). The Contractor will be allowed to close the EB-SB direction for a single 24 hour period to allow strategic concrete pours and a single 12 hour period to undertake the asphalt overlay, which shall be done concurrently with the NB-EB lanes.
  - E6.1.6 St. John's Ambulance Way NB-EB to remain open to traffic as often as possible while constructing the concrete widening and select concrete pours. The Contractor will be allowed to close the NB-EB direction for a single five (5) consecutive calendar day period to complete concrete pavement, curbing and landscaping and for a single 12 hour period to undertake the asphalt overlay, which shall be done concurrently with the EB-SB lanes.
  - E6.1.7 No catch basin or sewer service pipe work shall begin prior to July 1, 2013 or continue beyond August 31, 2013. The Contractor will be allowed a three (3) day period (excluding weekends) when he can reduce Portage Avenue (EB or WB) to two (2) lanes in the vicinity of each catch basin and new sewer service pipe repair.

- E6.1.8 Private approach access shall be maintained at all times.
- E6.1.9 Pedestrian and ambulance/emergency vehicle access must be maintained at all times.
- E6.1.10 Maintain pedestrian access to all businesses during regular business hours.
- E6.1.11 In addition to the requirements listed above, the Contractor shall minimize all street and lane closures during construction and co-ordinate all such activities with the City of Winnipeg.

## **E7. INTERCEPTOR SEWER**

### DESCRIPTION

- E7.1 Contractors carrying out pavement repair work or working in close proximity to the interceptor sewer shall meet the following conditions and technical requirements.
  - (a) Granular material, construction material, soil or other material shall not be stockpiled on the interceptor sewer or within 5.0 meters of the interceptor sewer.
  - (b) Stage construction such that the interceptor sewer is not subjected to significant asymmetrical loading at any time.
  - (c) Where work is on the proximity of the interceptor sewer, utilize construction practices and procedures that do not impart excessive vibration loads on the interceptor sewer or that would cause settlement of the sub-grade below the interceptor sewer.
  - (d) The contractor shall ensure that all work crew members understand and observe the requirements of this specification.
- E7.2 Sub-grade Construction
  - (a) Sub-grade compaction shall be limited to static compaction methods.
  - (b) Stage work activities to minimize the time period that the unprotected sub-grade is exposed to the environment and protect the sub-grade against the impacts of adverse weather if sub-base and/or base course construction activities are not sequential with the excavation.
- E7.3 Sub-base and Base Course Construction
  - (a) Sub-base and base course materials shall not be dumped directly on top of the interceptor sewer, but shall be carefully bladed in-place.
  - (b) Sub-base compaction shall be either carried out by static methods without vibration or with smaller equipment such as hand-held plate packers or small roller equipment.

## **E8. PEDESTRIAN SAFETY**

- E8.1 During the project a temporary snow fence shall be installed where deemed necessary by the Contract Administrator. The Contractor shall be responsible for maintaining the snow fence in a proper working condition. It is anticipated that the Contractor will be required to install a snow fence to delineate sidewalk from Raglan Street to Sherburn Street. No measurement for payment shall be made for this work.
- E8.2 The Contractor shall note that the Canadian National Institute for the Blind (CNIB) is located at 1080 Portage Avenue. The Contractor shall take extra precaution in this area to ensure the safety of pedestrians.

## **E9. WATER OBTAINED FROM THE CITY**

- E9.1 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.

## **E10. SURFACE RESTORATIONS**

- E10.1 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.

## **E11. INFRASTRUCTURE SIGNS**

- E11.1 The Contractor shall obtain infrastructure signs from the Traffic Services Sign Shop at 421 Osborne Street. The Contractor shall mount each sign securely to a rigid backing material approved by the Contract Administrator. The Contractor shall fasten each sign to a suitable support and erect and maintain one sign at each street as directed by the Contract Administrator. When the Contract Administrator considers the Work on the street complete, the Contractor shall remove and dispose of the signs and supports. No measurement for payment will be made for performing all operations herein described and all other items incidental to the work described

## **E12. INSTALLATION OF INTERLOCKING PAVING STONES**

### DESCRIPTION

- E12.1 General
- E12.1.1 This specification shall supplement and amend the City of Winnipeg Standard Construction Specification CW 3330 "Installation of Interlocking Paving Stones".
- E12.1.2 Referenced Standard Construction Specifications
- (a) CW 3330 – Installation of Interlocking Paving Stones
- E12.1.3 Referenced Standard Detail
- (a) SD-240A – Interlocking Paving Stone Detail for Medians and Private Approaches

### MATERIALS

- E12.2 Interlocking Paving Stones
- E12.2.1 Paving stones to be installed at Winnipeg Transit bus stop locations and shall be 100 x 200 Hollard Blue Pavers in Soldier Course.
- E12.2.2 Paving stones shall conform to the requirements of CAN3-A231.2, Precast Concrete Pavers.
- E12.2.3 Further to CAN3-A231.2.6.1.1, where concrete pavers are shipped for installation before the pavers are twenty-eight (28) days old, the average compressive strength of these pavers at the time of delivery to the work site shall be not less than 40 MPa.

## **E13. REMOVAL, SALVAGING AND INSTALLATION OF ALUMINUM BALANCED BARRIER**

### DESCRIPTION

- E13.1 General
- E13.1.1 This specification covers the removal, salvaging and installation of aluminum balanced barrier.
- E13.2 Referenced Standard Construction Specifications
- (a) CW 3650 – Installation of Aluminum Balanced Barrier

## CONSTRUCTION METHODS

### E13.3 Removal and Salvage of Existing Aluminum Balanced Barrier

E13.3.1 Existing aluminum balanced barrier designated for removal shall be carefully removed and salvaged. All components and all hardware shall be salvaged for reuse and stockpiled at locations designated by the Contract Administrator.

E13.3.2 All aluminum balanced barrier materials judged by the Contract Administrator to be in unsatisfactory condition shall be disposed of by the Contractor and replaced with equivalent new materials.

E13.3.3 In the event of damage to any materials by the Contractor, the Contractor shall immediately notify the Contract Administrator and make all repairs or replacements necessary, at his own expense, to the satisfaction of the Contract Administrator. In no case shall the Contractor install a damaged component.

### E13.4 Installation of Salvaged Aluminum Balanced Barrier

E13.4.1 Install aluminum balanced barrier in accordance with CW 3650.

## MEASUREMENT AND PAYMENT

### E13.5 Remove and Salvage Aluminum Balanced Barrier

E13.5.1 The removal and salvaging of existing aluminum balanced barrier will be measured on a length basis and paid for at the Contract Unit Price for "Remove & Salvage Aluminum Balanced Barrier". The length to be paid for will be the total number of metres of aluminum balanced barrier removed and salvaged in accordance with this specification, accepted and measured by the Contract Administrator.

E13.5.2 The cost of removing and disposing of unsatisfactory material and concrete rubble shall be included in the payment for "Remove and Salvage Aluminum Balanced Barrier".

### E13.6 Install Salvaged Aluminum Balanced Barrier

E13.6.1 The installation of salvaged aluminum balanced barrier will be measured on a length basis and paid for at the Contract Unit Price for "Install Salvaged Aluminum Balanced Barrier". The length to be paid for will be the total number of metres of salvaged aluminum balanced barrier installed in accordance with this specification, accepted and measured by the Contract Administrator.

E13.6.2 No measurement or payment will be made for new aluminum balanced barrier materials needed to replace unsatisfactory or damaged aluminum balanced barrier.

## E14. REMOVAL AND RE-INSTALLATION OF BIKE RACKS

### DESCRIPTION

#### E14.1 General

E14.1.1 This specification covers the removal, salvaging and re-installation of existing bike racks to facilitate construction.

### CONSTRUCTION METHODS

#### E14.2 Removal and Salvage of Bike Racks

E14.2.1 Existing bike racks designated for removal to facilitate construction shall be carefully removed and salvaged. All components and all hardware shall be salvaged for reuse and stockpiled at locations designated by the Contract Administrator.

E14.2.2 In the event of damage to any materials by the Contractor, the Contractor shall immediately notify the Contract Administrator and make all repairs or replacements



necessary, at his own expense, to the satisfaction of the Contract Administrator. In no case shall the Contractor reinstall a damaged component.

E14.3 Re-Installation of Salvaged Bike Racks

E14.3.1 Re-install salvaged bike racks to the satisfaction of the Contract Administrator.

MEASUREMENT AND PAYMENT

E14.4 Remove and Reinstall Bike Racks

E14.4.1 The removal and re-installation of existing bike racks will be measured on a unit basis and paid for at the Contract Unit Price for "Remove and Reinstall Bike Racks". The number to be paid for will be the total number of bike racks removed and re-installed in accordance with this specification, accepted and measured by the Contract Administrator.