



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 262-2016**

**2016 REGIONAL STREETS RENEWAL PROGRAM: SARGENT AVENUE, ISABEL STREET, AND NOTRE DAME AVENUE**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 2016 Regional Streets Renewal Program: Sargent Avenue, Isabel Street, and Notre Dame Avenue

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 28, 2016.
- 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. CONFIDENTIALITY**

- B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
  - (b) becomes publicly known other than through the Bidder; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

### **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, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be 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 B16.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B7. BID 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 B16.1(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 B16.4.2, 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. DISCLOSURE**

B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full

disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are:

(a) N/A.

**B11. QUALIFICATION**

B11.1 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.

B11.2 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>

B11.3 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);

B11.4 Further to B11.3(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 copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued 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 copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (c) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B11.5 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.

B11.6 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.



## **B12. BID SECURITY**

B12.1 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.

B12.1.1 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.

B12.1.2 All signatures on bid securities shall be original.

B12.1.3 The Bidder shall sign the Bid Bond.

B12.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.

B12.2 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.

B12.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B12.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.

B12.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.

B12.3 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.

## **B13. OPENING OF BIDS AND RELEASE OF INFORMATION**

B13.1 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.

B13.1.1 Bidders or their representatives may attend.

B13.1.2 Bids determined by the Manager of Materials, or his/her designate, to not include the bid security specified in B12 will not be read out.

B13.2 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/>

B13.3 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/>

- B13.4 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.

**B14. IRREVOCABLE BID**

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.
- B14.2 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.

**B15. WITHDRAWAL OF BIDS**

- B15.1 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.
- B15.1.1 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.
- B15.1.2 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.
- B15.1.3 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 B15.1.3(b), declare the Bid withdrawn.
- B15.2 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 B14.2 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.

**B16. EVALUATION OF BIDS**

- B16.1 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 B11 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B6.
- B16.2 Further to B16.1(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.

B16.3 Further to B16.1(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.

B16.4 Further to B16.1(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.

B16.4.1 Further to B16.1(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.

B16.4.2 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.

## **B17. AWARD OF CONTRACT**

B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B17.2 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.

B17.2.1 Without limiting the generality of B17.2, 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.

B17.3 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 B16.

B17.3.1 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) Sargent Avenue from Victor Street to Arlington Street.
- (b) Asphalt Mill and Fill
  - (i) Isabel Street from Notre Dame Avenue to William Avenue.
  - (ii) Notre Dame Avenue (Eastbound) from Wall Street to Arlington Street.

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

- (a) Pavement Rehabilitation
  - (i) Planing of asphalt overlay
  - (ii) Full depth concrete repairs of existing slabs and joints
  - (iii) Installation of catch basins and catch pits with connection pipe
  - (iv) Adjustment of drainage inlets, water valves, manholes and hydrants
  - (v) Complete renewal of existing curbs in gutter lanes (150mm reveal)
  - (vi) Complete renewal of existing sidewalks with paving bands and tree vaults
  - (vii) Installation of Detectable Warning Surface Tiles at intersecting streets
  - (viii) Placement of asphalt overlay (average thickness – 90mm)
  - (ix) Placement of GlasGrid material between asphalt lifts
- (b) Asphalt Mill and Fill
  - (i) Planing of asphalt overlay
  - (ii) Full depth concrete repairs of existing slabs and joints
  - (iii) Renewal of existing curbs and sidewalk
  - (iv) Installation of Detectable Warning Surface Tiles at intersecting streets
  - (v) Adjustment of existing catch basins, manholes and appurtenances
  - (vi) Placement of asphalt overlay (average thickness 55mm)

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

D3.1 The Contract Administrator is MMM Group Limited, represented by:

Vilko Maroti, P.Eng., CET  
Transportation Engineering Manager  
Telephone No. 204 943-3178  
MarotiV@mmm.ca

D3.2 At the pre-construction meeting, Vilko Maroti, P.Eng., CET 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 B7.8

#### **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

#### **D6.4 Bids Submissions must be submitted to the address in B7.8.**

#### **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 B12.1(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, 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; and
  - (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 not commence the Work on the Site before July 1, 2016, and shall commence the Work on Site no later than July 15, 2016, as directed by the Contract Administrator and weather permitting.

D14.4 The City intends to award this Contract by May 26, 2016.

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 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.

D15.1.2 Work done to restore the Site to a condition suitable for Work, shall not be considered "work" as defined in the definition of a Working Day.

#### **D16. RESTRICTED WORK HOURS**

D16.1 Further to clause 3.10 of CW 1130, the Contractor shall require written permission 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.

#### **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 Water and Waste – Sargent Avenue is anticipated to have a water main renewal for completion by July 15, 2016.
- (b) City of Winnipeg Traffic Signals – Sargent Avenue is anticipated to have pedestrian corridors installed at the Toronto Street and Agnes Street intersections. Coordination will be required to complete concrete surface repairs as part of the pedestrian corridor installation.
- (c) City of Winnipeg Traffic Signals – Notre Dame Avenue is anticipated to have traffic signal loops installed at the Arlington Street intersection. Coordination will be required to completed sidewalk and median concrete repairs as required.
- (d) Bituminex Paving Ltd. – Sherbrook Avenue is scheduled to have a mill and fill performed from Ellice Avenue to Notre Dame Avenue and is anticipated to be completed by July 11, 2016.
- (e) Xerox – Photo radar signal loops will need to be cut prior to milling operations and reinstalled following the completion of asphalt paving on Isabel Street. Coordination with Xerox will be required.

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

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

D18.1.1 Construction activity on Isabel Street and Notre Dame Avenue are not to occur concurrently.

- D18.1.2 Construction activity on Isabel Street and Sherbrook Street projects are not to occur concurrently. Coordination with Bituminex Paving Ltd. will be required.
- D18.1.3 The Contractor shall delay placing the final lift of asphalt on all lanes of the roadway, so that the final lift of all lanes is placed in one operation.
- D18.1.4 An exception to D18.1.3 will be when placing GlasGrid material between asphalt lifts. Where GlasGrid is to be installed, the first and final lift of asphalt shall be placed on the same day to ensure proper installation of the reinforcing material.

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

- D19.1 The Contractor shall achieve Substantial Performance within Fifty-Five (55) consecutive Working Days of the commencement of the Work as specified in D14.
- D19.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D19.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

#### **D20. TOTAL PERFORMANCE**

- D20.1 The Contractor shall achieve Total Performance within Sixty (60) consecutive Working Days of the commencement of the Work as specified in D14.
- D20.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D20.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

#### **D21. LIQUIDATED DAMAGES**

- D21.1 If the Contractor fails to achieve Substantial Performance 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) Substantial Performance – Three Thousand dollars (\$3,000.00);
  - (b) Total Performance – One Thousand Five Hundred dollars (\$1,500.00).
- D21.2 The amounts specified for liquidated damages in D21.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance or Total Performance by the days fixed herein for same.
- D21.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **D22. SCHEDULED MAINTENANCE**

- D22.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Reflective crack maintenance as specified in CW 3250-R7.
  - (b) Sod maintenance as specified in CW 3510.
- D22.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

## **CONTROL OF WORK**

### **D23. JOB MEETINGS**

- D23.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D23.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

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

- D24.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

### **D25. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

- D25.1 Further to B11.4, 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 B11.4.

## **MEASUREMENT AND PAYMENT**

### **D26. PAYMENT**

- D26.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **WARRANTY**

### **D27. WARRANTY**

- D27.1 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.

- D27.1.1 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.
- D27.2 Notwithstanding C13.2, 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 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.
- D27.2.1 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 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. 262-2016

2016 Regional Streets Renewal Program: Sargent Avenue, Isabel Street, and Notre Dame Avenue 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. 262-2016

2016 Regional Streets Renewal Program: Sargent Avenue, Isabel Street, and Notre Dame Avenue

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>
5515116-C-00	Cover Sheet	A1
5515116-C-01	SARGENT AVENUE – VICTOR STREET TO ARLINGTON STREET – STA. 0+93.30 TO STA. 2+40	A1
5515116-C-02	SARGENT AVENUE – VICTOR STREET TO ARLINGTON STREET – STA. 2+40 TO STA. 4+00	A1
5515116-C-03	SARGENT AVENUE – VICTOR STREET TO ARLINGTON STREET – STA. 4+00 TO STA. 4+98.94	A1
5515116-C-04	SARGENT AVENUE – VICTOR STREET TO ARLINGTON STREET – DETAILS	A1
5515116-SK-01	NOTRE DAME AVENUE EASTBOUND – WALL STREET TO ARLINGTON STREET – STA 1+00 TO STA. 10+74±	11 X 17
5515116-SK-02	ISABEL STREET – NOTRE DAME AVENUE TO WILLIAM AVENUE – STA 1+00 TO STA. 4+71±	11 X 17

#### 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:
- The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of trees.
  - 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.
  - 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.
  - 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, 3.7 and 3.8 of CW 1130:

- (a) Where directed by the Contract Administrator, 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 on City Streets (MTTC), the Contractor ("Construction Agency" in the manual) shall be responsible for placing, maintaining and removing the appropriate temporary traffic control devices as specified by the MTTC or by the Traffic Management Branch of the City of Winnipeg Public Works Department. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by their own forces or subcontractor.

E3.2 Notwithstanding E3.1, in accordance with the MTTC, the Contract Administrator shall make arrangements with the **Traffic Services Branch of the City of Winnipeg** to place, maintain, and remove all **regulatory signs** and traffic control devices authorized and/or required by the Traffic Management Branch in the following situations:

- (a) Parking restrictions,
- (b) Stopping restrictions,
- (c) Turn restrictions,
- (d) Diamond lane removal,
- (e) Full or directional closures on a Regional Street,
- (f) Traffic routed across a median,
- (g) Full or directional closure of a non-regional street where there is a requirement for regulatory signs (turn restrictions, bus stop relocations, etc.) to implement the closure.
- (h) Approved Designated Construction Zones with a temporary posted speed limit reduction. Traffic Services will be responsible for placing all of the advance signs and 'Construction Ends' (TC-4) signs. The Contractor is still responsible for all other temporary traffic control including but not limited to barricades, barrels and tall cones.

E3.2.1 An exception to E3.2 is the 'KEEP RIGHT/KEEP LEFT' sign (RB-25 / RB-25L) which shall be supplied, installed, and maintained by the Contractor at their own expense.

E3.2.2 Further to E3.2, where the Contract Administrator has determined that the services of the Traffic Services Branch are required, the City shall bear the 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.

#### **E4. TRAFFIC MANAGEMENT**

E4.1 Further to clause 3.7 of CW 1130:

E4.1.1 Single lane closures on intersecting and/or adjoining Regional Streets shall only be permitted during non-peak periods when required for construction activities when approved by the Traffic Management Branch. Storage/parking of materials, equipment or vehicles is not permitted on Regional Streets at any time unless approved by the Contract Administrator, in consultation with the Traffic Management Branch.

E4.1.2 Maintain a minimum of one lane of traffic eastbound and one lane of traffic westbound on Sargent Avenue, restricting left turn maneuvers during the morning peak period (07:00 – 09:00) and the afternoon peak period (15:30 – 17:30) except for Winnipeg Transit; including during paving and milling operations. When no work is being performed on site non-essential lane closures will not be permitted; including during paving and milling operations.

E4.1.3 Maintain a minimum of one lane of traffic northbound and one lane of traffic southbound on Isabel Street. The northbound left turn onto Notre Dame Avenue is to be maintained at all times with a separate left turn lane utilizing left turn lane designation sign. The following restrictions are also required; restrict the northbound left turn onto Bannatyne Avenue at all times, restrict the southbound left turn onto McDermot Avenue (except Transit) at all times, and restrict the northbound (except Transit) left turn at William Avenue at all times. The southbound left turn at William Avenue may be restricted during paving operations.

E4.1.4 Maintain a minimum of two eastbound lanes of traffic on Notre Dame Avenue between Wall Street and Ingersoll Street during the morning peak period (07:00 – 09:00) and during the afternoon peak period (15:30 – 17:30); including during paving and milling operations.

E4.1.5 Maintain a minimum of three eastbound lanes of traffic on Notre Dame Avenue between Ingersoll Street and McPhillips Street at all times. Coordination with Traffic Services will be required to change the overhead turn lane designations depending on the construction staging setup at the McPhillips Street intersection.

E4.1.6 Maintain a minimum of two eastbound lanes of traffic on Notre Dame Avenue between McPhillips Street to Arlington Street at all times, including during paving and milling operations.

E4.1.7 Intersecting local street, median opening and private approach access shall be maintained at all times unless joint/slab repairs or planing/paving operations require temporary closure. Temporary closures are to be staggered such that consecutive intersections are not closed at the same time. Temporary complete closures shall be no longer than 10 minutes during asphalt planing/paving operations and shall be completed during off peak hours.

E4.1.8 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.

E4.1.9 Pedestrian access must be maintained on one side of each street at all times.

E4.1.10 Flag persons may be necessary to maintain the flow of traffic during certain work operations.

E4.1.11 Ambulance/emergency vehicle access must be maintained at all times.

#### **E5. REFUSE AND RECYCLING COLLECTION**

E5.1 While access to refuse and/or recycling collection vehicles is restricted, on collection day(s) the Contractor shall move all of the affected property owners refuse and/or recycling materials to a nearby common area, prior to an established time, in accordance with E5.2 to permit the normal

collection vehicles to collect the materials. Immediately following recycling collection the Contractor shall return recycling receptacles to the addresses marked on the receptacles.

E5.2 Collection Schedule:

**Sargent Avenue from Victor Street to Arlington Street.**

*Collection Day(s):*                   **Mondays**  
*Collection Time:*                   **6:00 to 18:00**  
*Common Collection Area:*       **Refuse and Recycling is back lane pickup, maintain access to back lanes.**

**Isabel Street from Notre Dame Avenue to William Avenue.**

*Collection Day(s):*                   **Mondays**  
*Collection Time:*                   **6:00 to 18:00**  
*Common Collection Area:*       **Refuse and Recycling pickup is mixed, carts are to be relocated for pickup as necessary, maintain access to back lanes and private approaches.**

**Eastbound Notre Dame Avenue from Wall Street to Arlington Street.**

*Collection Day(s):*                   **Mondays**  
*Collection Time:*                   **6:00 to 18:00**  
*Common Collection Area:*       **Refuse and Recycling is back lane pickup, maintain access to back lanes.**

E5.3 No measurement or payment will be made for the work associated with this specification.

**E6. PEDESTRIAN SAFETY**

E6.1 During the project, the Contractor shall ensure that proper signage is in place during sidewalk construction to direct any pedestrians within the construction zone either around the construction or to the sidewalk on the opposite side of the street. The Contractor must also use proper signage, barricades and temporary fencing to protect and keep pedestrians safely away from the construction area and open excavations to the satisfaction of the Contract Administrator. No measurement for payment shall be made for this work.

**E7. WATER OBTAINED FROM THE CITY**

E7.1 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.

**E8. SURFACE RESTORATIONS**

E8.1 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.

**E9. INFRASTRUCTURE SIGNS**

E9.1 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

## **E10. TREE REMOVAL**

### GENERAL

E10.1 The Contractor is to note that the tree removal is to include the removal of the tree as shown on the drawings, as well as the root masses associated with the tree.

E10.2 Construction Methods – as per CW 3010

### MEASUREMENT AND PAYMENT

E10.3 Tree removal will be paid for at the Contract Unit Price per each for “Removal of Existing Trees Including Root Mass”, measured on a per unit basis, which price shall be payment in full for completing all operations herein described and all other items incidental to the work included in this Specification, measured and accepted by the Contract Administrator.

## **E11. 100MM CONCRETE SIDEWALK WITH BLOCK-OUTS FOR INTERLOCKING PAVING STONES**

### GENERAL

E11.1 Further to Specification CW 3325 the Contractor shall construct the proposed 100mm Concrete Sidewalk with Block-outs for Interlocking Paving Stones with a minimum 100mm depth of concrete below pavers. The “block-outs” shall be constructed utilizing forming techniques capable of accommodating the proposed paving stones to the dimensions and tolerances as confirmed with interlocking paving stone manufacturer.

E11.2 A 50mm levelling course of Base Course Material will be used for the 100mm Concrete Sidewalk with Block-outs for Interlocking Paving Stones.

E11.3 The concrete sidewalk shall be poured such that the “block-outs” and remaining sidewalk act as a monolithic section.

E11.4 All costs in connection with the additional forming and placement of concrete as a result of the “block-outs”, shall be included in the Contract Unit Price for 100mm Concrete Sidewalk with Block-outs for Interlocking Paving Stones.

E11.5 Where concrete sidewalk is to be poured up to adjacent buildings, an approved bond breaker shall be supplied and installed from the base of the concrete slab up to the concrete surface. Cost of the bond breaker shall be included in the Contract Unit Price for 100mm Concrete Sidewalk with Block-outs for Interlocking Paving Stones.

E11.6 Further to Specification CW 3110, the Contractor must use Granular Base Course material for all sidewalk installations and renewals within 5 m of existing boulevard trees. No limestone or crushed concrete base course material will be permitted when constructing sidewalk within 5 m of existing boulevard trees as directed and approved by the Contract Administrator.

### MEASUREMENT AND PAYMENT

E11.7 Construction of 100mm Concrete Sidewalk with Block-outs for Interlocking Paving Stones will be measured on an area basis and paid for at the Contract Unit Price per square metre for “100mm Concrete Sidewalk with Block-outs for Interlocking Paving Stones”. The area to be paid for will be the total number of square metres constructed of 100mm Concrete Sidewalk

with Block-outs for Interlocking Paving Stones in accordance with this Specification, accepted and measured by the Contract administrator.

- E11.8 The supply, placement and compaction of Base Course Material for 100mm Concrete Sidewalk with Block-outs for Interlocking Paving Stones shall be included in the cost of 100mm Concrete Sidewalk with Block-outs for Interlocking Paving Stones and no separate measurement and payment will be made

## **E12. INSTALLATION OF INTERLOCKING PAVING STONES ON CONCRETE BLOCK-OUTS**

### GENERAL

- E12.1 Provide all labour, materials, methods, equipment and accessories for the installation and levelling of interlocking paving stones in concrete block-outs on sidewalks, as indicated on the Drawings.

### REFERENCE

- E12.2 CW 3330 – Installation of Interlocking Paving Stones

### MATERIALS

- E12.3 Concrete interlocking paving stones shall be as shown on the Drawings, Charcoal Colour Holland Stones 194 x 93 x 57mm in a 3 course running band pattern.

- E12.4 Bedding Sand shall be fine aggregate in accordance with specification CW 3330.

- E12.5 Joint sand shall have a maximum aggregate size of 2.5mm and be in accordance with specification CW 3330.

### CONSTRUCTION METHODS

- E12.6 The Contractor is to verify the exact dimensions of the paving stones prior to construction of block-outs in concrete sidewalk.

- E12.7 Install concrete sidewalk with block-outs as specified on the Drawings.

- E12.8 Preparation of Bedding Sand

- E12.8.1 Install bedding sand to a minimum of 13mm and in accordance with specification CW 3330.

- E12.8.2 Do not compact sand base prior to installation of paving stones.

- E12.9 Installation of Paving Stones

- E12.9.1 Stockpiled granite pavers, unit pavers, and brick pavers shall be installed in formed concrete block-outs in accordance with the specification CW3335, set in locations as shown on the Drawings in a 3 course running band pattern. Spaces between joints shall be 5 mm unless otherwise indicated, and shall be uniform and consistent while maintaining true patterns as indicated on the Drawings.

- E12.9.2 Commence installation of pavers against edge to obtain straightest possible course for installation.

- E12.9.3 Pavers shall be cut with saw only to obtain true even undamaged edges. Chipped pavers are unacceptable.

- E12.9.4 Crews shall work on installed pavers, not on sand layer.

- E12.9.5 Spread and fine grade joint sand over paving surface and sweep into joints.

- E12.9.6 Sweep remaining sand over all paving areas and remove from site.

- E12.9.7 Replace at no extra cost all whole or cut stones marked as unacceptable.
- E12.9.8 Remove cracked, chipped, broken or otherwise damaged paving materials from Site immediately.
- E12.9.9 Upon completion, clean in accordance with manufacturers recommendations.

#### QUALITY CONTROL

##### E12.10 Inspection

- E12.10.1 All workmanship and all materials furnished and supplied under this Specification are subject to close and systematic inspection and testing by the Contract Administrator including all operations, from the selection and production of materials, through to final acceptance of the Work. The Contractor shall be wholly responsible for the control of all operations incidental thereto notwithstanding any inspection of approval that may have been previously given. The Contract Administrator reserves the right to reject any materials or works that are not in accordance with the requirements of this specification.

##### E12.11 Corrective Action

- E12.11.1 The Contractor shall, at his own expense, correct such work or replace such materials found to be defective under this Specification in an approved manner to the satisfaction of the Contract Administrator.

#### MEASUREMENT AND PAYMENT

- E12.12 The supply and installation of interlocking paving stones will be paid for at the Contract Unit Price per square meter for "Interlocking Paving Stones", measured as specified herein, which price shall be payment in full for performing all operations herein described and all other items incidental to the work included in this specification.

### **E13. BLACK GRANITE MULCH**

#### GENERAL

- E13.1 Provide all labour, materials, methods, equipment and accessories for the supply and installation black granite mulch.

#### MATERIALS

- E13.2 Black granite mulch in accordance with Trees, Shrubs & Groundcover Plantings specification.

#### E13.3 CONSTRUCTION METHODS

- E13.4 Ensure that finished soil level is 75mm below finished grade of sidewalk at trees to accommodate placement of 75mm of black granite mulch to level of finished sidewalk grade.

#### E13.5 MEASUREMENT AND PAYMENT

- E13.6 Supply, placement and maintenance of Black Granite Mulch will be paid for at the Contract Unit Price per square metre for "Black Granite Mulch", measured as specified herein, which price shall be payment in full for supplying all materials and for completing all operations herein described and all other items incidental to the work included in this Specification.

### **E14. SUPPLY AND INSTALLATION OF PAVEMENT REPAIR FABRIC**

#### DESCRIPTION

##### E14.1 General

- E14.1.1 This specification covers the supply and installation of pavement repair fabric.



- E14.1.2 Referenced Standard Construction  
(a) CW 3130 – Supply and Installation of Geotextile Fabrics.

#### MATERIALS

- E14.2 Storage and Handling
- E14.2.1 Store and handle material in accordance with Section 2 of CW 3130.
- E14.3 Pavement Repair Fabric
- E14.3.1 Pavement repair fabric will be Glas Grid Road Reinforcement Mesh - Style 8501 or approved equal.

#### CONSTRUCTION METHODS

- E14.4 General
- E14.4.1 Install pavement repair fabric at random locations as directed by the Contract Administrator.
- E14.4.2 The extent of the placement limits and quantities required will be determined by the Contract Administrator and provided 48 hours prior to the placement of asphalt.
- E14.4.3 Proceed with installation upon completion and acceptance of the asphalt levelling course.
- E14.4.4 Install fabric in accordance with the manufacturer's specifications and recommendations.
- E14.4.5 Only construction equipment required to place the final asphalt surface course will be allowed to travel on the exposed fabric.
- E14.4.6 Replace damaged or improperly placed fabric.
- E14.4.7 Ensure temperature of the asphalt material does not exceed the melting point of the fabric.

#### MEASUREMENT AND PAYMENT

- E14.5 Pavement Repair Fabric
- E14.5.1 The supply and installation of the pavement repair fabric will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Pavement Repair Fabric". The area to be paid for will be the total number of square metres of pavement repair fabric supplied and installed in accordance with this specification, accepted and measured by the Contract Administrator.

# **APPENDIX 'A'**

# **GEOTECHNICAL REPORT**