



RURAL MUNICIPALITY OF PORTAGE LA PRAIRIE

BID OPPORTUNITY NO. 24 PUB 010

ASPHALT PATCHING AND OVERLAYS

JUNE 2024

TABLE OF CONTENTS

PART A – BID SUBMISSION

Form A: Bid	1
Form B: Prices	4
Form G1: Bid Bond and Agreement Bond	5
Form G2: Irrevocable Standby Letter of Credit and Undertaking	7

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	1
B6. Addenda	2
B7. Substitutes	2
B8. Bid Components	3
B9. Bid	4
B10. Prices	4
B11. Disclosure	5
B12. Qualification	5
B13. Bid Security	6
B14. Opening of Bids and Release of Information	6
B15. Irrevocable Bid	7
B16. Withdrawal of Bids	7
B17. Evaluation of Bids	7
B18. Award of Contract	8

PART C - GENERAL CONDITIONS FOR CONSTRUCTION

C1. Definitions	1
C2. Interpretation	2
C3. Declarations	3
C4. Execution of Contract	4
C5. Authority of Contract Administrator	4
C6. Responsibilities of Contractor	5
C7. Changes in Work	8
C8. Right of Entry	10
C9. Control of Plant and Material	10
C10. Risk and Responsibility	10
C11. Inspection	11
C12. Measurement and Payment	12
C13. Warranty	13
C14. Governing Law	14
C15. Assignment	14
C16. Force Majeure	15
C17. Indemnity	15
C18. Events of Default	16
C19. Owner's Rights and Remedies	16
C20. Surety's Option to Assume the Contract	18
C21. Contractor's Right to Appeal	18
C22. Arbitration	18
C23. Notices	19

PART D - SUPPLEMENTAL CONDITIONS

D1. General Conditions	1
D2. Scope of Work	1
D3. Contract Administrator	2
D4. Contractor's Supervisor	2

D5. Ownership of Information, Confidentiality and Non-Disclosure	2
D6. Notices	2
D7. Furnishing of Documents	3
Submissions	
D8. Authority to Carry on Business	3
D9. Safe Work Plan	3
D10. Insurance	3
D11. Performance Security	4
D12. Subcontractor List	4
D13. Detailed Work Schedule	4
Schedule of Work	
D14. Commencement	5
D15. Working Days	5
D16. Restricted Work Hours	5
D17. Work by Others	5
D18. Sequence of Work	6
D19. Substantial Performance	6
D20. Total Performance	6
D21. Liquidated Damages	6
D22. Scheduled Maintenance	7
Control of Work	
D23. Job Meetings	7
D24. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	7
D25. The Workplace Safety and Health Act (Manitoba) – Qualifications	7
Measurement and Payment	
D26. Payment	7
Warranty	
D27. Warranty	7
Form H1: Performance Bond	8
Form H2: Irrevocable Standby Letter of Credit	10
Form J: Subcontractor List	12

PART E - SPECIFICATIONS

GENERAL	1
E1. Applicable Specifications and Drawings	1
E2. Test Hole Logs	1
E3. Traffic Control	1
E4. Traffic Management	1
E5. Proof Rolling	2
E6. Mobilization and Demobilization	2
E7. Site Development And Restoration	3
E8. Earthwork and Grading	3
E9. Sub-grade, Sub-Base and Base Course Construction	4
E10. Asphaltic Concrete Patching (100 mm Thickness)	5
E11. Asphaltic Concrete Overlay (50 mm Thickness)	6
E12. Non-Woven Geotextile	6
E13. Geogrid	7
E14. Allowance For Extra Work	7

APPLICABLE SPECIFICATIONS AND DRAWINGS

The following Specifications and Standard Details, which are included in the current revision of the Standard Construction Specifications of the City of Winnipeg, are applicable to this work:

SPECIFICATION

CW 1130-R3	Site Requirements
CW 2030-R7	Excavation, Bedding and Backfill
CW 3110-R21	Sub-grade, Sub-Base and Base Course Construction
CW 3130-R5	Supply and Installation of Geotextile
CW 3135-R2	Supply and Installation of Geogrid
CW 3170	Earthworks and Grading
CW 3410-R12	Asphaltic Concrete Pavement Works
Division 4	Approved for Use in Surface Works

The Contractor is advised that all specifications contained in the City of Winnipeg Standard Construction Specifications shall apply to the work on this project, whether specifically listed herein or not.

FORM A: BID
(See B9)

1. Contract Title ASPHALT PATCHING AND OVERLAYS
2. Bidder

Name of Bidder

Usual Business Name of Bidder as it appears on Invoice (if different from above)

Street

City

Province

Postal Code

Email Address of Bidder

Facsimile Number

(Mailing address if different)

Street or P.O. Box

City

Province

Postal Code

GST Registration Number (if applicable)

(Choose one)

The Bidder is:

a sole proprietor

a partnership

a corporation

carrying on business under the above name.

3. Contact Person The Bidder hereby authorizes the following contact person to represent the Bidder for purposes of the Bid.

Contact Person

Title

Telephone Number

Facsimile Number

Email

4. Definitions All capitalized terms used in the Contract shall have the meanings ascribed to them in the General Conditions.

5. Offer The Bidder hereby offers to perform the Work in accordance with the Contract for the Total Bid Price, in Canadian funds, set out on Form B: Prices, appended hereto.
6. Bid Security In accordance with B13.1, the Bidder encloses bid security in the form of:
- (Choose one)
- a bid bond (Form G1: Bid Bond and Agreement to Bond)
- an irrevocable standby letter of credit (Form G2: Irrevocable Standby Letter of Credit and Undertaking)
- a certified cheque or draft
- and agrees that it shall be held by the Owner in accordance with the Contract.
7. Execution of Contract The Bidder agrees to execute and return the Contract no later than seven (7) Calendar Days after receipt of the Contract, in the manner specified in C4.
8. Commencement of the Work The Bidder agrees that no Work shall commence until he/she is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.
9. Contract The Bidder agrees that the Bid Opportunity in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Bid.
10. Addenda The Bidder certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract:
- | No. | Dated |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
11. Time This offer shall be open for acceptance, binding and irrevocable for a period of thirty (30) Calendar Days following the Submission Deadline.

12. Signatures

The Bidder or the Bidder's authorized official or officials have signed this

_____ day of _____, 20_____.

Signature of Bidder or
Bidder's Authorized Official or Officials

(Print here name and official capacity of individual whose signature appears above)

(Print here name and official capacity of individual whose signature appears above)

FORM B: PRICES
 (See B10)

ASPHALT PATCHING AND OVERLAYS

UNIT PRICES

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
MOBILIZATION AND DEMOBILIZATION						
0.1	Oakville	E6	L.S.	1		
0.2	Peony Farm	E6	L.S.	1		
OAKVILLE – 1ST STREET FROM 1ST AVENUE NORTH TO 2ND AVENUE NORTH INTERSECTION						
1.1	Asphaltic Concrete Overlay (50 mm Thickness)	E11	m ²	1,050		
OAKVILLE – 2ND STREET FROM RAILWAY TRACKS TO 1ST AVENUE SOUTH TO RECENT PATCH						
2.1	Asphaltic Concrete Overlay (50 mm Thickness)	E11	m ²	1,100		
OAKVILLE – 4TH STREET FROM 3RD AVENUE NORTH TO 4TH AVENUE NORTH INTERSECTION						
3.1	Asphaltic Concrete Overlay (50 mm Thickness)	E11	m ²	675		
OAKVILLE – 6TH STREET FROM 3RD AVENUE NORTH TO 4TH AVENUE NORTH INTERSECTION						
4.1	Asphaltic Concrete Overlay (50 mm Thickness)	E11	m ²	800		
PEONY FARM – WILSON STREET						
5.1	Asphaltic Concrete Saw Cutting	E10	l.m.	15		
5.2	Common Excavation	E8	m ³	300		
5.3	Shaping, Scarifying and Compacting Subgrade	E9	m ²	1,100		
5.4	Non-Woven Geotextile	E12	m ²	1,100		
5.5	Geogrid (Mirafi BXG120)	E13	m ²	1,100		
5.6	Sub-base (50 mm Crushed Limestone)	E9	tonnes	360		
5.7	Base Course (20 mm Crushed Limestone)	E9	tonnes	330		
5.8	Asphaltic Concrete Patching (100 mm Thickness)	E10	m ²	840		
5.9	Asphaltic Concrete Overlay (50 mm Thickness)	E11	m ²	300		
OAKVILLE – OTHER SMALL REPAIRS (FOR PRICING ONLY)						
6.1	Asphaltic Concrete Overlay (50 mm Thickness)	E11	m ²	25		Do Not Include
6.2	Asphaltic Concrete Saw Cutting	E10	l.m.	15		Do Not Include
6.3	Asphaltic Concrete Patching (100 mm Thickness)	E10	m ²	10		Do Not Include
ALLOWANCE FOR EXTRA WORK						
7.1	Allowance for Extra Work	E14	Allowance	1	\$10,000	\$10,000
TOTAL BID PRICE (GST extra) (in figures) \$ _____						
(in words) _____						

 Name of Bidder

FORM G1: BID BOND AND AGREEMENT BOND

(Page 1 of 2)
(See B13)

BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT

(hereinafter called the "Principal") and

(hereinafter called the "Surety"), are held and firmly bound unto **RURAL MUNICIPALITY OF PORTAGE LA PRAIRIE** (hereinafter called the "Obligee") in the sum of ten percent (10%) of the Total Bid Price set out in the Bid hereinafter described, for the payment of which sum the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a Bid to the Obligee for

**BID OPPORTUNITY NO. 24 PUB 010
ASPHALT PATCHING AND OVERLAYS**

as more fully set out in the Bid Opportunity.

NOW THEREFORE the condition of this obligation is such that if the Bid of the Principal is not accepted, or if said Bid is accepted and the Principal, in accordance with the terms of the Bid, enters into a Contract with the said Obligee and furnishes the required performance security for guaranteeing the faithful performance of the Contract, this obligation shall be void, but otherwise shall remain in full force and effect.

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 G1: BID BOND AND AGREEMENT TO BOND

(Page 2 of 2)
(See B13)

AGREEMENT TO BOND

(to be attached to and to form part of Bid Bond)

The Surety on the attached Bid Bond hereby undertakes and agrees with **RURAL MUNICIPALITY OF PORTAGE LA PRAIRIE** to become bound as Surety for the Principal,

_____ of
(Name of Bidder)

(Place)

the Bidder to you on _____, 20____ for

**BID OPPORTUNITY NO. 24 PUB 010
ASPHALT PATCHING AND OVERLAYS**

in an amount equal to fifty percent (50%) of the Contract Price for the due and proper performance of the Work shown and described in the Bid Opportunity, if our Principal's Bid is accepted by you, such Performance Bond to be maintained and continue in full force and effect until the expiration of the warranty period. The Performance Bond shall be in the form specified in the Bid Opportunity.

It is a condition that this Agreement to Bond shall become null and void if the Performance Bond mentioned above is not required from our Principal within forty (40) Calendar Days following the Submission Deadline.

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.

SIGNED AND SEALED this _____ day of _____, 20_____.

(Name of Surety)

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

**FORM G2: IRREVOCABLE STANDBY LETTER OF CREDIT AND UNDERTAKING
(BID SECURITY)**
(Page 1 of 2)
(See B13)

(Date)

RURAL MUNICIPALITY OF PORTAGE LA PRAIRIE

Attn: Kyle Hamilton
35 Tupper Street South
Portage la Prairie, Manitoba
R1N 1W7

RE: BID SECURITY – BID OPPORTUNITY NO. 24 PUB 010

ASPHALT PATCHING AND OVERLAYS

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

(Name of Bidder)

(Address of Bidder)

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.

**FORM G2: IRREVOCABLE STANDBY LETTER OF CREDIT AND UNDERTAKING
(BID SECURITY)**

(Page 2 of 2)

(See B13)

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

This Standby Letter of Credit will expire on August 14, 2024 (40 days after submission deadline).

if our customer's Bid is not accepted, and if accepted, when our customer has entered into a Contract with you and has furnished the required performance security for guaranteeing the faithful performance of the Contract.

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

WE HEREBY UNDERTAKE and agree to provide in your favour an irrevocable Standby Letter of Credit in an amount equal to fifty percent (50%) of the Contract Price for the due and proper performance of the Work shown and described in the Bid Opportunity, if our customer's Bid is accepted by you. Such Standby Letter of Credit shall be maintained and continue in full force and effect until the expiration of the warranty period. The Standby Letter of Credit shall be in the form specified in the Bid Opportunity.

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 B - BIDDING PROCEDURES

B1. CONTRACT TITLE ASPHALT PATCHING AND OVERLAYS

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 pm (noon) Central Time, July 5, 2024.
- B2.2 Bids determined by the Owner to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

- B3.1 Further to C3.1, no Site meeting will be held.
- B3.2 Further to C3.1, the Bidder may view the Site without making an appointment.
- B3.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Site Investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least four (4) Business Days prior to the Submission Deadline.
- B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

- B5.1 Information provided to a Bidder by the Owner 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.
- B5.2 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.

B6. ADDENDA

- B6.1 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.
- B6.2 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.
- B6.2.1 All Addenda will be posted on MERX.
- B6.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 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.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least four (4) Business Days prior to the Submission Deadline.
- B7.4 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.
- B7.5 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.
- B7.6 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.
- B7.6.1 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.

- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 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 B17.
- B7.9 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.

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices; and
 - (c) Bid Security.
 - (i) Form G1: Bid Bond and Agreement to Bond, or
 - (ii) Form G2: Irrevocable Standby Letter of Credit and Undertaking, or
 - (iii) a certified cheque or draft.
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 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.
- B8.4 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.
- B8.4.1 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.
- B8.5 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.6 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 B17.1(a).
- B8.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.8 Bids shall be clearly marked:

**BID OPPORTUNITY NO. 24 PUB 010
ASPHALT PATCHING AND OVERLAYS**

and submitted to:

Rural Municipality of Portage la Prairie
35 Tupper Street South
Portage la Prairie, Manitoba R1N 1W7
Attn: Kyle Hamilton, P.Eng.

B9. BID

- B9.1 The Bidder shall complete Form A: Bid, making all required entries.
- B9.2 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.
- B9.2.1 If a Bid is submitted jointly by two (2) or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 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.
- B9.4 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, should 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.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B9.5 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.

B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The Owner will use said quantities for the purpose of comparing Bids.

B10.3 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.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. DISCLOSURE

B11.1 Various Persons provided information or services with respect to this Work. In the Owner'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.

B11.2 The Persons are:

- (a) N/A

B12. QUALIFICATION

B12.1 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.

B12.2 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 Owner.

B12.3 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);

B12.4 Further to B12.3(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) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
 - (i) 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
 - (ii) 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

- B12.5 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.
- B12.6 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.

B13. BID SECURITY

- B13.1 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 Manitoba, 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 "Rural Municipality of Portage la Prairie" 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.
- B13.1.1 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.
- B13.1.2 All signatures on bid securities shall be original.
- B13.1.3 The Bidder shall sign the Bid Bond.
- B13.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.
- B13.2 The bid security of the successful Bidder and the next two (2) lowest evaluated responsive and responsible Bidders will be released by the Owner 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.
- B13.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B13.1(c), it will be deposited and retained by the Owner as the performance security and no further submission is required.
- B13.2.2 The Owner will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.
- B13.3 The bid securities of all Bidders will be released by the Owner 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.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

- B14.1 Bids will be opened, after the Submission Deadline has elapsed, in the office of the Contract Administrator, or in such other office as designated by the Owner.
- B14.1.1 Bids determined by the Owner, or his/her designate, to not include the bid security specified in B13 will not be read out.
- B14.1.2 Bids will not be opened publicly.
- B14.2 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 Rural Municipality of Portage la Prairie website.

- B14.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) and the Contract amount(s) will be available on the Rural Municipality of Portage la Prairie website.
- B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by the Owner policy or procedures (which may include access by members of Council).
- B14.4.1 To the extent permitted, the Owner shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B15. IRREVOCABLE BID

- B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.
- B15.2 The acceptance by the Owner 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.

B16. WITHDRAWAL OF BIDS

- B16.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Owner at any time prior to the Submission Deadline.
- B16.1.1 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 Owner.
- B16.1.2 The Owner 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.
- B16.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Owner 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 B16.1.3(b), declare the Bid withdrawn.
- B16.2 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 B15.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Award Authority considers appropriate in the circumstances. The Owner, 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.

B17. EVALUATION OF BIDS

- B17.1 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 there from (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
 - (c) the Owner reserves the right to consider its legal position and risk associated with entering into a contract with a party that the Owner is in litigation with, or has a history of unsatisfactory performance (pass/fail);

- (d) economic analysis of any approved alternative pursuant to B7;
- (e) Total Bid Price (90 points out of 100 total points); and
- (f) Owner's experience working with the Contractor and Subcontractors (10 points out of 100 total points).

- B17.2 Further to B17.1(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 Owner so require.
- B17.3 Further to B17.1(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.
- B17.4 Further to B17.1(d), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B17.4.1 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the Owner will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B18. AWARD OF CONTRACT

- B18.1 The Award Authority will give notice of the award of the Contract or will give notice that no award will be made.
- B18.2 The Owner will have no obligation to award a Contract to a Bidder, even though or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B18.2.1 Without limiting the generality of B18.2, the Owner will have no obligation to award a Contract where:
- (a) the prices exceed the funds available to the Owner 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 Owner'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 owner would best be served by not awarding a Contract.
- B18.3 Where an award of Contract is made by the Owner, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B17.

PART C - GENERAL CONDITIONS FOR CONSTRUCTION

C1. DEFINITIONS

C1.1 Where used in these General Conditions and in the other documents forming part of the Contract:

- (a) **"Award Authority"** means the authority having the jurisdiction to award the Contract according to the Owner's by-laws, policies or procedures;
- (b) **"Bid"** means the documents and other things, including but not limited to forms contained in the Bid Submission, which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive offer;
- (c) **"Bid Opportunity"** means the Bid Submission, the Bidding Procedures, these General Conditions, the Supplemental Conditions, the Specifications, the Appendices, the Drawings and all addenda;
- (d) **"Bid Submission"** means that portion of the Bid Opportunity by that name which contains forms to be included in the Bid;
- (e) **"Bidder"** means any person submitting a Bid for the Work;
- (f) **"Bidding Procedures"** means the portion of the Bid Opportunity by that name which sets out the terms and conditions governing the Bid, and a reference to a section, clause or subclause with the prefix **"B"** designates a section, clause or subclause in that portion of the Bid Opportunity;
- (g) **"Business Day"** means any Calendar Day, other than a Saturday, Sunday, or a statutory or civic holiday;
- (h) **"C"** designates a section, clause or subclause in these General Conditions;
- (i) **"Calendar Day"** means the period from one midnight to the following midnight;
- (j) **"Change in Work"** means an addition, deletion or modification to the Work as described in the Contract at the time that the Contract is awarded and includes modifications in quantity or nature of Plant, Material or labour, methods, location or work schedule;
- (l) **"Contract"** means the combined documents consisting of the agreement prepared and forwarded to the Contractor pursuant to C4 and all schedules thereto (consisting of the Bid Opportunity, and any documents and Drawings referred to and incorporated therein) together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (m) **"Contract Administrator"** means the person designated as such in the Supplemental Conditions;
- (n) **"Contract Price"** means the price agreed upon for the Work and any adjustments thereto which may be required or agreed to pursuant to the Contract;
- (o) **"Contractor"** means the person undertaking the performance of the Work under the terms of the Contract;
- (q) **"Drawings"** means Drawings which show the nature and scope of the Work to be performed and which have been prepared or approved by the Contract Administrator and are referred to in the Contract;
- (s) **"Material"** means any things, including goods, parts and equipment, which are to form part of the permanent Work;
- (t) **"may"** indicates an allowable action or feature which will not be evaluated;
- (u) **"must"** or **"shall"** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (v) **"Owner"** means Rural Municipality of Portage la Prairie;
- (w) **"Owner Solicitor"** means the Owner employee holding that office or, if applicable, the successor to the authority or responsibility of such office;

- (x) **“Person”** means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (y) **“Plant”** means any things brought to or constructed upon the Site by the Contractor for the performance of the Work, including goods, tools, equipment, consumable supplies, fuel, power and utility connections therefor, but does not include Material;
- (z) **“Shop Drawings”** means all Drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor, Subcontractor, manufacturer, supplier or distributor and which illustrate some portion of the Work;
- (aa) **“should”** indicates a desirable action or feature which will be evaluated on a relative scale;
- (bb) **“Site”** means the lands and other places, including structures, on, under, in or through which the Work is to be performed;
- (cc) **“Specifications”** means the portion of the Bid Opportunity by that name which sets out the written description of the physical or functional characteristics of the Work, or any part thereof, including without limitation any requirement for testing or inspection, and a reference to a section, clause or subclause with the prefix **“E”** designates a section, clause or subclause in that portion of the Bid Opportunity;
- (dd) **“Subcontractor”** means a person contracting with the Contractor for the performance of a part or parts of the Work or for the furnishing of Plant or Material and includes a Subcontractor’s subcontractor;
- (ee) **“Submission Deadline”** means the time and date set out in the Bidding Procedures for final receipt of Bids;
- (ff) **“Substantial Performance”** shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (gg) **“Supplemental Conditions”** means the portion of the Bid Opportunity by that name which sets out terms and conditions specific to the Contract, and supplements or modifies the General Conditions, and a reference to a section, clause or subclause with the prefix **“D”** designates a section, clause or subclause in that portion of the Bid Opportunity;
- (hh) **“Total Performance”** means that the entire Work, except those items arising from the provisions of C13, have been performed in accordance with the Contract;
- (ii) **“Work”** means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all Plant, Material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract, including all Changes in Work which may be ordered as herein provided;
- (jj) **“Working Day”** means any Calendar Day, other than a Saturday, Sunday, or a statutory or civic holiday, on which the Contract Administrator determines atmospheric and Site conditions are such that the Contractor is able to Work at least seven hours during the period between 7:00 a.m. Central Time or the time the Contractor's operations normally commence, whichever is the earlier, and 7:00 p.m. Central Time.

C2. INTERPRETATION

- C2.1 Where the Contractor consists of more than one person, the obligations of the Contractor shall be joint and several.
- C2.2 Wherever the singular or masculine is used, it shall be construed to mean the plural or the feminine or the neuter as the context may reasonably require.
- C2.3 Headings, titles and margin notes in the Contract are inserted for convenience only and shall not be considered in any construction or interpretation of the Contract.

- C2.4 In the event of conflicts between portions of the Contract, the following shall apply:
- (a) the executed agreement between the Owner and Contractor shall govern over all schedules or other documents forming part of the Contract;
 - (b) the Supplemental Conditions shall govern over the General Conditions;
 - (c) the General Conditions shall govern over Specifications;
 - (d) Specifications of a later date shall govern over Specifications of an earlier date;
 - (e) Specifications shall govern over Drawings;
 - (f) Drawings of a later date shall govern over Drawings of an earlier date;
 - (g) Drawings of larger scale shall govern over those of smaller scale;
 - (h) figured dimensions shown on a Drawing shall govern over scaled or implied dimensions on the same Drawing; and
 - (i) Drawings shall govern over the Bid.
- C2.5 The various portions of the Contract are intended to be read together and complement each other, and what is called for by any one shall be deemed to be called for by all.
- C2.6 The Owner and the Contractor acknowledge and agree that the Contractor is an independent contractor and neither the Contractor, nor any officer, servant or agent of the Contractor, shall be deemed to be an employee, agent, representative or servant of the Owner.
- C2.7 The Contract shall constitute the entire agreement between the Owner and the Contractor. There are no representations, warranties, covenants or agreements other than those contained in the Contract.

C3. DECLARATIONS

Site Investigation

- C3.1 The Contractor declares that, in bidding for the Work and in entering into the Contract, he/she:
- (a) has investigated the Site, the nature of the Work to be done and all local conditions that might affect his Bid or his performance of the Work, including:
 - (i) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
 - (ii) the nature of the surface and subsurface conditions at the Site;
 - (iii) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
 - (iv) the nature, quality or quantity of the Plant needed to perform the Work;
 - (v) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
 - (vi) all other matters which could in any way affect the performance of the Work; or
 - (b) has not investigated the Site, the nature of the Work to be done or local conditions;
- and, in either event, assumes all risk for conditions now existing or arising in the course of the Work which have been or could have been determined through such investigation, and that he/she did not and does not rely upon information furnished by the Owner or any of its servants or agents other than information furnished in writing for or in connection with the Bid or the Contract by the Contract Administrator.

Good Faith

- C3.2 The Contractor declares that, in bidding for the Work and in entering into the Contract, he/she:
- (a) does so in good faith and that to the best of his knowledge no officer or any employee of the Owner has any pecuniary interest, direct or indirect, in the Contract which has not been disclosed to and approved by the authority having jurisdiction;
 - (b) has not participated in any collusive scheme or combine;
 - (c) shall forfeit all claims under the Contract as well as refund to the Owner any monies paid to him, beyond his actual proven expenses for Work done, if C3.2(a) or (b) are shown to be false.

C4. EXECUTION OF CONTRACT

- C4.1 The Contractor shall execute the Contract in the manner stipulated by the Contract Administrator and return the Contract, within seven (7) Calendar Days of receipt of the Contract, to the Contract Administrator at the address indicated in the Supplemental Conditions.
- C4.2 If the Contractor does not execute and return the Contract as set out in C4.1, the Contractor may be deemed by the Owner to have abandoned the Contract, whereupon the acceptance of the offer by the Owner shall be null and void, and the Owner shall be entitled to retain the bid security accompanying the Bid as liquidated damages.
- C4.3 No payments will be made by the Owner to the Contractor until the Contractor has executed and returned the Contract as set out in C4.1.

C5. AUTHORITY OF CONTRACT ADMINISTRATOR

General

- C5.1 The Contract Administrator shall be the Owner's representative throughout the duration of the Contract and shall have authority to act on behalf of the Owner to the extent expressly provided for in the Contract.

Contract

- C5.2 The Contract Administrator shall interpret or clarify the Contract or any part thereof which appears indefinite, not clear or contradictory to the Contractor.
- C5.3 The Contract Administrator may at any time correct errors or omissions in the Contract or issue additional Drawings or Specifications further detailing, explaining or modifying the Work. Such Drawings or Specifications shall either supplement or supersede those forming part of the Contract at the time the Contract was executed.

Inspection

- C5.4 The Contract Administrator may examine or inspect the Work or any part thereof and determine whether the Work meets the requirements of the Contract. The Contract Administrator may reject the Work or any part thereof which does not meet the requirements of the Contract.

Control

- C5.5 The Contract Administrator may give instructions or orders to the Contractor to the extent necessary to ensure that the Work is performed in an orderly manner and meets the requirements of the Contract.
- C5.5.1 The Contract Administrator may give instructions or orders to the Contractor's supervisor on the Site and such instructions or orders shall be deemed to have been given to the Contractor.
- C5.6 The Contract Administrator may order the Contractor to remove from the Work any person employed or retained by the Contractor or a Subcontractor in the performance of the Work who the Contract Administrator determines is incompetent, negligent or guilty of misconduct.

- C5.7 The Contract Administrator may order the Contractor to alter or improve his methods, to increase or improve his Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, constructed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.
- C5.8 The Contract Administrator may order the Contractor to stop Work or to take such remedial measures as the Contract Administrator considers necessary, if, at any time, the Contract Administrator determines that:
- (a) a danger to life or to property exists; or
 - (b) such stoppage or remedial measures may be necessary to ensure the performance of the Work in accordance with the requirements of the Contract.
- C5.9 Neither the giving of any orders by the Contract Administrator nor the carrying out of such orders by the Contractor shall entitle the Contractor to any extra payment, nor relieve the Contractor of his responsibilities under C6.
- C5.10 The Contract Administrator shall determine if and when Substantial Performance and Total Performance are achieved and shall certify the dates thereof.
- C5.11 If the Contractor disputes a determination or order of the Contract Administrator on any of the foregoing matters, the Contractor shall act in accordance with the Contract Administrator's determination or order. The Contractor may concurrently appeal the determination or order of the Contract Administrator to the Owner as provided for in C21.

C6. RESPONSIBILITIES OF CONTRACTOR

General

- C6.1 Except as otherwise provided in the Contract, the Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures, and for coordinating the various parts of the Work so as to ensure its proper completion in a sound and workmanlike manner, in all respects in strict conformity with the Contract and in accordance with the approved work schedule.
- C6.2 The Contractor shall have complete control over the methods of performing the Work and shall direct and supervise the Work so as to ensure conformance with the Contract.
- C6.3 The Contractor shall provide all Plant, Material, labour, services and incidentals necessary for the performance of the Work.
- C6.4 The Contractor shall be responsible for any Work not explicitly set out in the Contract but which may be reasonably implied for the proper completion of the Work.
- C6.5 Unless otherwise specified in the Specifications, all Material shall be new, fit for the purpose intended and shall meet or exceed the kind, quality and quantity of same specified in the Contract. If required, the Contractor shall provide evidence satisfactory to the Contract Administrator that the foregoing requirements have been met.

Contract

- C6.6 The Contractor shall perform, complete and maintain the Work in strict accordance with the Contract.
- C6.7 If the Contract or any part thereof appears indefinite, not clear or contradictory, the Contractor shall refer such feature or features to the Contract Administrator for interpretation or clarification.
- C6.8 The Contractor shall obey, perform and comply with the Contract Administrator's orders, instructions, rules and procedures with respect to the Work or concerning the conduct thereof, promptly, efficiently and to the satisfaction of the Contract Administrator and he/she will assist other contractors, their employees and agents to do the same.

- C6.9 The Contractor shall be responsible for conveying the interpretation or clarification of the Contract, as given by the Contract Administrator, to Subcontractors.
- C6.10 The Contractor shall prepare and submit all Drawings, schedules, documents or information required by the Contract and such other Drawings, schedules, documents or information as may reasonably be required by the Contract Administrator.
- C6.11 The Contractor shall keep one copy of the Contract and any other approved Drawings, schedules, documents or other information at the Site, and shall make them available at all reasonable times for the inspection and use of the Contract Administrator.

Laws and Regulations

- C6.12 The Contractor shall comply with all laws, by-laws, ordinances, regulations, codes and orders of authorities having jurisdiction which are or come into force during the performance of the Work and which relate to the Work. Where there are two or more laws, by-laws, ordinances, regulations or codes applicable to the Work, the most restrictive shall apply.
- C6.13 The Contractor shall procure approvals, clearances, permits, licences and certificates required by law or by any by-laws, ordinances, regulations, codes or orders of the authorities having jurisdiction for the performance of the Work, but this shall not include the obtaining of permanent easements or rights of servitude.
- C6.14 The Contractor shall give any notices required by law or by by-laws, ordinances, regulations, codes or orders of the authorities having jurisdiction and which relate to the Work.
- C6.15 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain workers compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.
- C6.16 The Contractor shall not be responsible for verifying that the Contract complies with the applicable laws, by-laws, ordinances, regulations, codes and orders relating to the Work.

Patents and Royalties

- C6.17 If the Contract requires or the Contractor desires the use of any design, device, material or process covered by letters patent, copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the owner or licensee.
- C6.17.1 Upon request of the Contract Administrator, the Contractor shall provide the Owner with a copy of the said agreement.
- C6.18 If the Owner or the Contractor is served with a claim or notice of an infringement or alleged infringement of any patent, copyright, trademark or trade name, the party so served shall immediately give notice thereof to the other party.
- C6.19 If the Owner or the Contractor is prevented by injunction from using any design, device, material or process covered by letters patent, copyright, trademark or trade name, the Contractor shall, at his own cost, substitute an equally suitable design, device, material or process, all subject to the prior approval of the Contract Administrator.

Personnel

- C6.20 The Contractor shall provide competent, suitably qualified personnel to perform the Work. He/she shall at all times maintain good discipline and order at the Site.
- C6.21 The Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.

C6.22 If the Contract Administrator orders a person to be removed from the Work, the Contractor shall comply forthwith. Any person so removed shall not be re-employed on the Work by the Contractor or by a Subcontractor.

Control

C6.23 The Contractor must arrange and carry on his Work so as not to conflict with the Work being carried on or to be carried on for the Owner by other contractors or by the Owner's employees. If the Contractor finds it difficult to Work in harmony with such parties, he/she shall notify the Contract Administrator promptly.

C6.24 The Contractor shall be solely responsible for construction safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable construction and safety legislation.

C6.25 The Contractor shall be solely responsible for securing the Site and any existing facility thereon, and for the proper care and protection of the Work already performed.

C6.26 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (c) fire hazards in or about the Work or its Site are eliminated;
- (d) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (e) adequate medical services are available to all persons employed on the Work or its Site at all times during the performance of the Work;
- (f) adequate sanitation measures are taken and facilities provided with respect to the Work and its Site;
- (g) all survey posts, bars or control monuments are protected and are not removed, defaced, altered or destroyed; and
- (h) all stakes, buoys and marks placed on the Work or its Site by or under the Authority of the Contract Administrator are protected and are not removed, defaced, altered or destroyed.

C6.27 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the Owner or by other contractors.

C6.27.1 Upon attaining Substantial Performance, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He/she shall also remove waste and debris other than that caused by the Owner or other contractors, and leave the Site and the Work clean and suitable for occupancy by the Owner unless otherwise specified.

C6.27.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the Owner or other contractors.

C6.28 The Contractor shall perform the Work so as to progress continuously with the Work or any part thereof and in such a manner as to ensure the proper completion of the Work or any part thereof, within the time stipulated.

Subcontractors

C6.29 The Contractor shall not employ any Subcontractor to whom the Contract Administrator may reasonably object.

C6.29.1 The Contractor agrees that the Subcontractors identified in his Bid, or in any subsequent submission, are the Subcontractors to be used to carry out those parts of the Work noted therein.

C6.29.2 The Contractor shall not add, remove or replace any Subcontractor, or change the part of the Work to be performed by a Subcontractor, without the prior approval of the Contract Administrator.

C6.30 The Contractor, with respect to Work to be performed under subcontract, shall:

- (a) enter into contracts or written agreements with his Subcontractors to require them to perform their Work in complete conformance with and subject to the terms and conditions of the Contract; and
 - (b) be as fully responsible to the Owner for acts and omissions of his Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.
- C6.31 The Contractor shall incorporate the terms and conditions of the Contract into all subcontract agreements he/she enters into with his Subcontractors.
- C6.32 The Contractor shall make prompt payment to his Subcontractors, his employees or on account of the purchase or rental of Plant or Material.
- C6.33 The Contractor shall promptly secure a discharge of a lien or trust claim served upon the Owner pursuant to The Builders' Liens Act (Manitoba).

C7. CHANGES IN WORK

General

- C7.1 The Owner shall have the right to order a Change in Work at any time after award of the Contract.
- C7.2 If, at any time after award of the Contract, the Contractor is of the opinion that a Change in Work is necessary to accomplish the result intended by the Contract or if the Contractor considers it desirable that a Change in Work be proved, he/she shall promptly provide notice thereof to the Contract Administrator, including:
- (a) the reason for the proposed Change in Work;
 - (b) a detailed description of the proposed Change in Work;
 - (c) the Contractor's proposed method(s) to determine the adjustment, if any, in Contract Price pursuant to C7.4.
- C7.2.1 Without limiting the generality of C7.2, if the Contractor observes:
- (a) any substantial difference in the nature of the surface or subsurface conditions at the Site, or the location, nature, quality or quantity of the materials to be removed, from those set out in the Contract; or
 - (b) that the Contract is at variance with any laws, ordinances, rules, regulations or codes of authorities having jurisdiction, or if changes are made to any laws, ordinances, rules, regulations and codes subsequent to the Submission Deadline which require modifications to the Contract; the Contractor shall immediately notify the Contract Administrator.
- C7.3 The Contract Administrator shall determine whether a Change in Work is necessary or desirable and whether a corresponding adjustment to the Contract Price is required.
- C7.3.1 If the Contract Administrator determines that no Change in Work is necessary or desirable, he/she will issue a notice stating his determination.
- C7.3.2 If the Contract Administrator determines that a Change in Work is necessary or desirable but no corresponding adjustment to the Contract Price is required, he/she will issue a notice approving the Change in Work and stating his determination.
- C7.3.3 If the Contract Administrator determines that a Change in Work is necessary or desirable, which requires a corresponding adjustment to the Contract Price, and he/she is able to determine such adjustment based on the available information, he/she shall issue a notice approving the Change in Work and stating his determination regarding the method(s) to be used to determine the adjustment in Contract Price pursuant to C7.4.
- C7.3.4 If the Contract Administrator determines that a Change in Work is necessary or desirable, which requires a corresponding adjustment to the Contract Price, and he/she requires further information to determine such adjustment, he/she shall issue a notice stating his determination and requiring the Contractor to submit the Contractor's proposed method(s) to determine the adjustment in Contract Price pursuant to C7.4, and upon receipt and evaluation of such information, he/she shall issue a notice in accordance with C7.3.3.

Valuation of a Change in Work

- C7.4 The adjustment in Contract Price resulting from a Change in Work shall be determined by one or more of the following methods:
- (a) by estimate in a lump sum;
 - (b) by the unit prices and methods of measurement set out in the Contract or subsequently agreed upon;
 - (c) by the actual cost of the Change in Work to the Contractor plus a fixed fee;
 - (d) by the actual cost of the Change in Work to the Contractor plus fifteen percent (15%) on any portion of the Change in Work undertaken by the Contractor's own forces or plus ten percent (10%) on any portion of the Change in Work undertaken by a Subcontractor.
- C7.4.1 For the purposes of C7.4(c) or (d), "actual cost" on any portion of the Change in Work undertaken by the Contractor's own forces shall mean the direct cost of labour plus an allowance for direct supervision and payroll burden (including Employment Insurance, Canada Pension, Payroll Tax, Workers Compensation assessments and vacation pay), purchase or rental of Plant and Material and any other payments made by the Contractor with the prior approval of the Contract Administrator that are necessary for the performance of the Change in Work.
- C7.4.2 For the purposes of C7.4(c) or (d), "actual cost" on any portion of the Change in Work undertaken by a Subcontractor shall mean the amount invoiced by the Subcontractor and paid by the Contractor, net of any discounts and excluding any late payment interest or penalties.
- C7.5 If a Change in Work results in a reduction in the Contract Price, no claim may be made for damages on the ground of loss of anticipated profit on Work so diminished or on any other ground provided that the aggregate reduction in the Contract Price does not exceed twenty percent (20%) of the price agreed upon for the Work as of the date of the award of the Contract.
- C7.5.1 Reductions in the Contract Price as a result of:
- (a) Changes in Work requested by the Contractor;
 - (b) a deduction, pursuant to C11.7(d), for defective or deficient Work;
 - (c) a decrease, pursuant to C12.4, due to a change in tax; or
 - (d) the Owner's application of a remedy for an event of default; shall not be considered in calculating the aggregate reduction in the Contract Price for the purposes of C7.5.
- C7.6 If a Change in Work diminishes the Work, or any part thereof, resulting in:
- (a) extra cost to the Contractor, directly attributable to the diminution, for which he/she would not be entitled to payment on a unit price basis (e.g., loss of volume discounts); or
 - (b) loss to the Contractor in respect of Material required by the Owner to be purchased by him for the Work but not used thereon as a direct result of the diminution (e.g., restocking charges); the Contractor shall be compensated therefore by the Owner in the sum or sums determined by the Contract Administrator.
- C7.7 If the method of valuation or measurement or the adjustment to the Contract Price cannot be promptly agreed upon and the Contract Administrator requires the Change in Work to proceed, then the Contract Administrator will determine the method of valuation and measurement and the adjustment to the Contract Price. The Contract Administrator shall issue a notice approving the Change in Work and setting out the method of valuation, measurement, and any approved adjustments to the Contract Price.
- C7.8 If the Contractor disputes a determination made by the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's determination. The Contractor may concurrently appeal the determination of the Contract Administrator to the Owner as provided for in C21.

Cost Records

- C7.9 If a valuation is required pursuant to C7.4 or C7.6, the Contractor shall provide the Contract Administrator with:
- (a) detailed and accurate statements showing:
 - (i) description, cost (including expenses for operation and maintenance) and time for Plant used by the Contractor;

- (ii) description, cost and quantity for Material used by the Contractor;
 - (iii) name, rate of pay and hours of work for each of the persons employed by the Contractor; and
- (b) access to any cost records (including payroll records, time books and invoices) or other data necessary to verify the accuracy of such statements.

C8. RIGHT OF ENTRY

- C8.1 The Contractor shall not be entitled to exclusive possession of the Site.
- C8.2 The owner shall have the right, for itself, its agents, representatives or other persons, to enter, occupy or use any portion of the Site or the Work, at any time and for so long a time as the Contract Administrator may require.
- C8.3 Such entry, occupation or use shall not constitute acceptance of the Work by the Owner nor shall it relieve the Contractor of responsibility to complete the Work.

C9. CONTROL OF PLANT AND MATERIAL

- C9.1 The Contractor shall not remove any Plant or Material that he/she has brought to the Site and which is required to complete the Work without the prior consent of the Contract Administrator until the date of Total Performance.
- C9.2 Plant or Material that is the property of the Owner shall not be removed from the Site, disposed of or used except for the purposes of the Work without the prior consent of the Contract Administrator.
- C9.3 The Contractor shall keep such records of all Plant and Material supplied or placed in the care, custody and control of the Contractor by the Owner as the Contract Administrator may from time to time require and shall satisfy the Contract Administrator, when requested, that such Plant and Material are at the place and in the condition required by the Owner.

C10. RISK AND RESPONSIBILITY

- C10.1 Plant or Material brought to the Site or the Work by the Contractor shall remain at the risk and the responsibility of the Contractor from the commencement of the Work until:
 - (a) Material is incorporated into the Work; or
 - (b) Plant or Material is removed from the Site or the Work by the Contractor.
- C10.2 The Contractor shall be liable to the Owner for any loss of or damage to Plant or Material that is supplied to or placed in the care, custody and control of the Contractor by the Owner in connection with the Contract, whether or not that loss or damage is attributable to causes beyond the Contractor's control, from the commencement of the Work until:
 - (a) Material is incorporated into the Work; or
 - (b) Plant or Material is returned, in its original condition, to the Owner.
- C10.3 The Work shall remain at the risk and the responsibility of the Contractor from the commencement of the Work until the date of Substantial Performance.
- C10.4 That portion of the Work not completed as of the date of Substantial Performance shall remain at the risk and responsibility of the Contractor until the date of Total Performance.
- C10.5 The Contractor shall, at his own cost, be required to maintain the Work, make good all damage thereto and imperfections therein and to deliver the completed Work to the Owner in accordance with the provisions of the Contract.

C11. INSPECTION

General

- C11.1 The Contractor shall provide the Contract Administrator access, whether at the Site or at the premises of the Contractor or any Subcontractor, to observe and inspect the Work and its progress.
- C11.2 The Contractor shall provide the Contract Administrator any samples required to inspect the Work.
- C11.3 The Contractor shall provide the Contract Administrator any and all assistance which he/she may require to observe and inspect the Work.
- C11.4 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and rebuild that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and rebuilding, if any, shall be borne by the Contractor.
- C11.5 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and rebuilding, if any, shall fall upon the Owner if the taking down or exposure indicates that the portion exposed is properly constructed and of satisfactory Material, but if otherwise the cost shall be borne by the Contractor.
- C11.6 The inspection herein provided for shall in no way relieve the Contractor of full responsibility for the quality, proper operation and performance of the Work.

Defective Work

- C11.7 If the Contract Administrator determines that the Work or any part thereof, is defective or deficient, the Owner shall have the right to do any one or more of the following in addition to anything permitted elsewhere in the Contract or by law:
- (a) if the Contract Administrator determines that any Plant is defective, deficient or otherwise unfit for the purpose intended, the Contract Administrator may direct the Contractor to remove such Plant from the Site and promptly replace it with Plant which meets the requirements of the Contract and is fit for the purpose intended;
 - (b) if the Contract Administrator determines that any Material which is not yet incorporated into the Work is defective, deficient or otherwise unfit for the purpose intended, the Contract Administrator may direct the Contractor to remove such Material from the Site and promptly replace it with Material which meets the requirements of the Contract and is fit for the purpose intended;
 - (c) if the Contract Administrator determines that the Work or any portion thereof, including any Material which is incorporated therein, is defective, deficient or otherwise unfit for the purpose intended, the Contract Administrator may direct the Contractor to repair, rebuild, replace or otherwise remedy the defect or deficiency;
 - (d) if the Contract Administrator determines that it is not expedient to correct defective or deficient Work, the Owner may deduct from the Contract Price the difference between the value of the Work as done and that called for by the Contract, the amount of which shall be determined by the Contract Administrator.
- C11.8 The Contractor shall, without delay, carry out the directives of the Contract Administrator pursuant to C11.7. In addition, the Contractor shall be responsible for the cost of any additional inspections necessitated thereby.
- C11.9 The Owner shall be entitled, in its sole discretion, to use the Work or any portion thereof notwithstanding that it may be defective or deficient, and such use shall not constitute acceptance of any defects or deficiencies nor shall it relieve the Contractor of responsibility to complete the Work.

C12. MEASUREMENT AND PAYMENT

General

- C12.1 Unless otherwise specified in the Supplemental Conditions, the Owner shall only be required to pay the Contractor for Material required for the Work upon the installation and total incorporation of same permanently in the Work.
- C12.2 The amounts to be paid by the Owner to the Contractor shall be the sums certified by the Contract Administrator in the interim and final progress estimates.
- C12.2.1 For unit price Contracts, such sums shall be determined by the Contract Administrator upon the basis of the unit prices for the various classes of the Work stated on Form B: Prices. The total amount to be paid to the Contractor for the Work will be the amount arrived at by measuring the amount of each class of the Work listed on Form B: Prices and performed in accordance with the Contract, and pricing the same, in accordance with the unit prices stated thereon.
- C12.2.2 For lump sum Contracts, such sums shall be determined by the Contract Administrator upon the basis of the lump sum price stated on Form B: Prices.
- C12.2.3 Prices stated on Form B: Prices shall be deemed to include:
- (a) duty;
 - (b) freight and cartage;
 - (c) Federal and Provincial taxes [except the Goods and Services Tax (GST), which shall be extra where applicable] and all charges governmental or otherwise paid;
 - (d) profit and all compensation which shall be due to the Contractor for the Work and all details necessarily connected with the completion of the Work and all risks and contingencies connected therewith.

Increased or Decreased Costs

- C12.3 The Contract Price shall not be increased or decreased by reason of any increase or decrease in the cost of the Work to the Contractor except as provided for herein.
- C12.4 The Contract Price shall be adjusted if any change in a tax imposed under the Excise Act, the Excise Tax Act, the Customs Act, the Customs Tariff, The Mining Tax Act (Manitoba), or The Retail Sales Tax Act (Manitoba):
- (a) occurs after the Submission Deadline;
 - (b) applies to Material; and
 - (c) affects the cost of that Material to the Contractor.
- C12.5 If a change referred to in C12.4 occurs, the Contract Price shall be increased or decreased by an amount equal to the amount that is established, by an examination of the relevant records of the Contractor, to be the increase or decrease in the cost incurred that is directly attributable to that change.
- C12.6 For the purpose of C12.4, where a tax is changed after the Submission Deadline but public notice of the change has been given by either the Federal or Provincial Minister of Finance before that date, the change shall be deemed to have occurred before the Submission Deadline and the Contractor shall not be entitled to an increase in the Contract Price.

Measurement and Payment

- C12.7 By the fourteenth (14) Calendar Day after the end of each month, or as soon thereafter as possible, the Contract Administrator shall, subject to having received all necessary information from the Contractor by the seventh (7) Calendar Day after the end of that month, prepare a progress estimate setting out the quantity and value of the Work performed during the preceding month.

- C12.8 The Contractor shall sign each progress estimate signifying that he/she agrees with the Contract Administrator's estimate of the quantity and value of the Work completed.
- C12.9 Approval by the Owner of payment on account of a progress estimate will make the amount of the progress estimate valid for payment.
- C12.10 Any payment made by the Owner to the Contractor on account of a progress estimate shall be less any holdback required to be made by The Builders' Liens Act, and such holdbacks or other amounts which the Owner is entitled to withhold pursuant to the Contract.

Final Payment

- C12.11 Approval by the Owner of payment on account of the final progress estimate shall be subject to the following conditions:
- (a) issuance by the Contract Administrator of a certificate of Total Performance; and
 - (b) receipt by the Owner of a certificate from the Workers Compensation Board stating that full payment has been made to the Board with respect to all assessments owing.
- C12.12 Payment on account of the final progress estimate, including the holdback made by the Owner pursuant to The Builders' Liens Act, shall be paid to the Contractor when the time for filing liens or trust claims has elapsed, unless the Owner is in receipt of a lien or trust claim.
- C12.13 Neither the issuance of a certificate of Total Performance nor the payment of the final progress estimate shall relieve the Contractor from his responsibilities either under C13 or as a result of any breach of the Contract by the Contractor including, but not limited to, defective or deficient Work appearing after Total Performance, nor shall it conclude or prejudice any of the powers of the Contract Administrator or the Owner hereunder.
- C12.14 Subject to C12.15, acceptance by the Contractor of payment on account of the final progress estimate shall constitute a waiver and release by him of all claims against the Owner whether for payment for Work done, damages or otherwise arising out of the Contract.
- C12.15 If the Contractor disputes a determination made by the Contract Administrator with respect to an interim or final progress estimate, the Contractor shall be paid in accordance with the Contract Administrator's determination. The Contractor may concurrently appeal the determination of the Contract Administrator to the Owner as provided for in C21.

C13. WARRANTY

General

- C13.1 The Contractor warrants that the Work will be free of any and all defects or deficiencies during the warranty period.

Warranty Period

- C13.2 Unless specifically stated otherwise in the Supplemental Conditions, the warranty period shall begin on the date of Total 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 under these sections.
- C13.2.1 If a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.
- C13.2.2 If all outstanding defects or deficiencies have not been corrected to the satisfaction of the Contract Administrator by at least two (2) weeks prior to the date on which the warranty would expire except for this C13.2.2, then the Contract Administrator may require the Contractor to extend the warranty

period for a further period of one (1) year for those defects or deficiencies in the Work identified by the Contract Administrator as still outstanding and uncorrected or for any portion of the Work whose use or operation is prevented by such defects or deficiencies.

- C13.3 Notwithstanding C13.2, if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.

Warranty Inspection

- C13.4 Within a reasonable time before the warranty expires, the Contract Administrator shall request that the Contractor arrange, attend at and assist the Contract Administrator in carrying out an inspection of the Work.
- C13.5 Where the warranty period has been extended pursuant to C13.2.2, a second inspection shall be carried out in accordance with C13.4 before the warranty period, as extended, expires.

Warranty Work

- C13.6 The Contract Administrator shall notify the Contractor of observed defects or deficiencies and damage, if any, arising or resulting from such defects or deficiencies, within the warranty period.
- C13.7 The Contractor shall correct, to the satisfaction of the Contract Administrator, all defects, deficiencies and damage identified by the Contract Administrator in the manner and within the time period(s) specified in the notice.
- C13.8 If the Contractor disagrees with the Contract Administrator's determination under C13.6, he/she shall nonetheless comply with C13.7. The Contractor may concurrently appeal the determination of the Contract Administrator as provided for in C21.

Acceptance of the Work

- C13.9 The Contract Administrator shall certify acceptance of the Work upon:
- (a) the satisfactory performance of the Work during the warranty period;
 - (b) the Contractor having fully complied with C13.7; and
 - (c) the successful conclusion of any tests required under the Contract.
- C13.10 Only certification of acceptance of the Work shall constitute:
- (a) acceptance of the Work; or
 - (b) acceptance that the Work or any part thereof has been duly performed; or
 - (c) acceptance of the accuracy of any claim of the Contractor.
- C13.11 Certification of acceptance of the Work shall not, however, relieve the Contractor from his responsibilities for any breach of the Contract including, but not limited to, defective or deficient Work appearing after the date of such certification.

C14. GOVERNING LAW

- C14.1 The Contract has been entered into in the Province of Manitoba and shall be governed by and construed and enforced in accordance with the laws of the Province of Manitoba and of Canada as applicable therein. The parties hereby irrevocably and unconditionally agree to the exclusive jurisdiction of the Courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

C15. ASSIGNMENT

- C15.1 The Contractor shall not assign the Contract or any payments thereunder without the prior consent of the Owner.

C15.2 The Contract shall inure to the benefit of and be binding on the respective heirs, executors, administrators, successors and assigns of the Owner and the Contractor.

C16. FORCE MAJEURE

C16.1 If the Contractor is delayed in the performance of the Work by reason of strikes, lock-outs (including lock-outs decreed for its members by a recognized contractors' association of which the Contractor is a member), an act of God, or any other cause which the Contractor satisfies the Contract Administrator to be totally beyond his control, the work schedule shall be adjusted by a period of time equal to the time lost due to such delays.

C16.2 No extension for delay shall be approved unless a notice of the claim is received by the Contract Administrator from the Contractor within seven (7) Calendar Days of the date on which the cause of delay arose.

C16.3 Any delay or failure by the Owner to perform its obligations under this Contract shall be excused, to the extent that the delay or failure is caused by an event or occurrence beyond the reasonable control of the Owner and without its fault or negligence, such as by way of example and not by way of limitation, strikes, lock-outs, or acts of God, provided that written notice of the delay shall be given by the Owner within seven (7) Calendar Days of the date on which the cause of delay arose.

C16.4 Any notice or claim for extension must state the cause of delay and the length of extension requested.

C16.4.1 In the case of a continuing cause of delay, only one claim for an extension shall be necessary.

C17. INDEMNITY

C17.1 The Contractor shall save harmless and indemnify the Owner against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, his Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:

- (a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
- (b) damage to any property owned in whole or in part by the Owner, or which the Owner by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
- (c) damage to, or trespass or encroachment upon, property owned by persons other than the Owner;
- (d) any claim for lien or trust claim served upon the Owner pursuant to The Builders' Liens Act;
- (e) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;
- (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
- (g) inaccuracies in any information provided to the Owner by the Contractor.

C17.2 The Owner has the right, acting reasonably and upon notice to the Contractor, to settle any such action, proceeding, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement.

C17.3 The Contractor shall pay to the Owner the value of all legal fees and disbursements required to settle any such claim or to defend the Owner against any such claim, action, proceeding, claim or demand notwithstanding that the settlement or defence of the said action, proceeding, claim or demand was undertaken on behalf of the Owner by a salaried employee of the Owner.

C17.4 If the Contractor fails to make any payment required to be made to the Owner pursuant to C17.2 and C17.3, the Owner shall be entitled to deduct the amount of such payment from any payment required

to be made by the Owner to the Contractor under the Contract or take whatever other remedies against the Contractor that the Owner may have at law.

C18. EVENTS OF DEFAULT

C18.1 An event of default will be deemed to have occurred if the Contractor:

- (a) abandons the Work; or
- (b) is adjudged bankrupt or files for bankruptcy, becomes insolvent, makes a general assignment for the benefit of his creditors, or has a receiver or liquidator appointed in respect of his assets; or
- (c) is not performing or has not been performing the Work, or any part thereof, in a sound and workmanlike manner and in all respects in strict conformity with the Contract; or
- (d) is not progressing continuously with the Work or any part thereof, and in such a manner as to ensure the completion of the Work or any part thereof, in accordance with the Work schedule; or
- (e) fails to take down, repair, rebuild, replace or otherwise remedy any defective or deficient Work, or to remove any defective or deficient Plant or Material; or
- (f) fails to remedy defects or deficiencies during the warranty period in the manner and within the time periods specified by the Contract Administrator; or
- (g) fails to make prompt payment to his Subcontractors, his employees or on account of the purchase or rental of Plant or Material; or
- (h) fails to promptly secure a discharge of a claim for lien or trust claim served upon the Owner pursuant to The Builders' Liens Act; or
- (i) fails to comply with any laws, by-laws or statutory regulations; or
- (j) fails to provide competent supervision at the Site; or
- (k) fails to submit any schedules, documents or information required by the Contract; or
- (l) refuses or neglects to comply with an order given by the Contract Administrator; or
- (m) commits any other breach of the Contract.

C18.2 Any provision of the Contract may be waived only by express waiver in writing by the Contract Administrator. No express waiver of any provision shall imply the waiver of any other provision.

C19. OWNER'S RIGHTS AND REMEDIES

General

C19.1 If an event of default has occurred, the Owner may do any one or more of the following:

- (a) withhold or retain the whole or part of any payment;
- (b) take the whole of the Work, or any part or parts thereof out of the hands of the Contractor;
- (c) demand payment for any amount owed to the Owner;

all as more particularly set forth in C19.3 to C19.6 below.

C19.2 The duties and obligations imposed upon the Contractor by the Contract and the rights and remedies available to the Owner hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed upon the Contractor or available to the Owner at law.

Withholding of Payment

C19.3 If an event of default has occurred, the Owner may withhold or retain the whole or part of any payment to the Contractor.

C19.4 The Owner may apply the amount withheld or retained to:

- (a) pay any person to whom the Contractor is indebted in respect of Material, labour or services furnished for the Work;
- (b) secure the discharge of a lien or trust claim served upon the Owner pursuant to The Builders' Liens Act;
- (c) indemnify, compensate or reimburse the Owner for amounts paid or costs incurred by the Owner in connection with the event of default.

C19.5 Payment of such amounts shall discharge the Owner's liability to the Contractor to the same extent as payment directly to him.

C19.6 Upon remedy of the event of default, any amount remaining from the amount withheld will be released to the Contractor.

Taking the Work out of the Contractor's Control

C19.7 If an event of default has occurred, the Owner may, without process or action at law, upon giving the Contractor notice, take the whole of the Work, or any part or parts thereof out of the hands of the Contractor.

C19.8 Upon such notice being given to the Contractor, he/she shall immediately discontinue the Work or any part or parts thereof specified in the said notice.

C19.9 The taking of the Work or any part thereof out of the Contractor's control pursuant to C19.7 shall not relieve or discharge the Contractor from any obligation under the Contract or imposed upon him by law except the obligation to complete the performance of that part of the Work that was taken out of the Contractor's control.

C19.10 If the Work or any part thereof is taken out of the Contractor's control pursuant to C19.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the Owner without compensation to the Contractor.

C19.11 The Owner shall have the right, subject to C20, to complete, by contract or with its own forces, the Work taken out of the Contractor's control, and the Contractor agrees that the Owner shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof. The Owner shall not be required to obtain the lowest price to complete the Work taken out of the Contractor's control.

C19.12 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in C19.10, is no longer required for the purposes of the Work, or that it is not in the best interest of the Owner to retain that Plant, Material or interest, it shall revert to the Contractor.

C19.13 If the cost to the Owner of completing the Work or portion thereof as aforesaid is less than the amount to which the Contractor would have been entitled under the Contract for so doing, the Contractor shall have no claims in respect thereof against the Owner. If the cost of the Work performed by the Owner is more than the amount to which the Contractor would have been entitled under the Contract for the same Work, the Owner shall have a claim against the Contractor for such excess costs.

C19.14 When any portion of the Work is being carried on by the Owner, by contract or otherwise, the Contractor shall continue to perform the remainder of the Work in accordance with the Contract, and in such manner as in no way to hinder or interfere with the persons performing the portion of the Work being carried on by the Owner.

Demand for Payment

C19.15 If an event of default has occurred, the Owner may demand payment from the Contractor for amounts paid or costs incurred by the Owner in connection with the event of default.

C19.16 The Contractor shall, within seven (7) Calendar Days of receipt of a notice from the Owner, pay the

Owner the amount set out in the notice.

C20. SURETY'S OPTION TO ASSUME THE CONTRACT

- C20.1 Where the Owner has given notice to the Contractor that the Work or part thereof has been taken out of the Contractor's control, the Owner shall promptly provide the Surety with a copy of such notice.
- C20.2 The Surety may, at its option, assume the Contract in respect of the Work specified in the notice and proceed to perform same.
- C20.3 Within fourteen (14) Calendar Days after the date on which the Surety is provided with a copy of the notice given to the Contractor, the Surety shall advise the Owner whether it intends to exercise such option. The said option shall expire if the Surety fails to so advise the Owner within the time specified.
- C20.4 If the Surety has exercised its option in accordance with the foregoing, it shall take the Contractor's place in all respects. The Surety shall be bound by all terms and conditions of the Contract and shall be paid in accordance with the terms of the Contract for all Work performed by it.
- C20.5 The Surety may, with the consent of the Owner, subcontract the Work so taken over or any portion thereof.

C21. CONTRACTOR'S RIGHT TO APPEAL

- C21.1 If the Contractor Disagrees with determination or order of the Contract Administrator he/she may, within seven (7) Calendar Days after receiving notice of the Contract Administrator's determination or order, notify the Owner of his contention with respect thereto and request a determination thereon from the Owner.
- C21.2 If the Contractor disagrees with the Owner's determination, he/she may request that the dispute be referred to arbitration in accordance with C22, by providing notice to the Owner within seven (7) Calendar Days after receiving notice of the Owner's determination.
- C21.3 If the Contractor neglects or fails to observe fully and faithfully the above conditions, he/she shall be deemed to have accepted the Contract Administrator's determination and to have waived any said claim, at law or otherwise.

C22. ARBITRATION

Requests for Arbitration

- C22.1 If, at any time before the termination of the warranty period, any dispute, difference or question shall arise between the Owner and the Contractor regarding the Work, then every such dispute, difference or question may, with the consent of both the Owner Solicitor, on behalf of the Owner, and the Contractor, be referred to arbitration. Notwithstanding that the parties may have consented to arbitration; no arbitration shall proceed before the date of Substantial Performance.
- C22.2 The party desiring arbitration (the "Requesting Party") shall request the consent of the other party (the "Other Party") to refer a particular dispute, difference or question to arbitration.
- C22.3 The Other Party shall reply to the request within seven (7) Calendar Days of receiving same.

Referral to a Single Arbitrator

- C22.4 If the Other Party has consented to arbitration, the Requesting Party shall nominate an arbitrator (the "Requesting Party's Nominee") within seven (7) Calendar Days of receiving the reply. The Other Party shall have seven (7) Calendar Days after receiving notice of the nomination to accept or reject the Requesting Party's Nominee.
- C22.5 If the Other Party accepts the Requesting Party's Nominee, the dispute, difference or question shall be promptly referred to him or her.

Referral to a Panel of Arbitrators

- C22.6 If the Other Party rejects the Requesting Party's Nominee, it shall, within seven (7) Calendar Days of rejection, appoint its own arbitrator.
- C22.7 The Requesting Party shall, within seven (7) Calendar Days of receiving the Other Party's rejection, appoint its own arbitrator.
- C22.8 The arbitrators appointed under C22.6 and C22.7 shall, within seven (7) Calendar Days of the date on which the last of them was appointed, appoint a third arbitrator (the "Panel Chair") who will act as chair of the arbitration panel.

General

- C22.9 The Arbitration Act (Manitoba) or any successor legislation thereto shall apply to the arbitration in all respects except as expressly otherwise provided in these General Conditions.
- C22.10 The single arbitrator or the Panel Chair, as the case may be, shall determine the procedure to be followed in the arbitration, which shall be consistent with The Arbitration Act (Manitoba) or any successor legislation thereto.
- C22.11 Where the matter proceeds with a single arbitrator, each party shall be responsible for its own legal expenses, expenses to produce expert evidence or other expenses voluntarily incurred, and for an equal share of the fees and expenses of the single arbitrator and of any other expenses related to the arbitration.
- C22.12 Where the matter proceeds with an arbitration panel, each party shall be responsible for its own legal expenses, expenses to produce expert evidence or other expenses voluntarily incurred, for the fees and expenses of the arbitrator appointed by it, and for an equal share of the fees and expenses of the Panel Chair and of any other expenses related to the arbitration.

C23. NOTICES

- C23.1 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under the Contract shall be in writing and shall be delivered by hand, by facsimile transmission (fax) or by mail.
- C23.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications shall be delivered to the applicable addresses set out in the Supplemental Conditions.
- C23.2.1 Either party may, by giving notice, designate another address or addresses at which it will accept delivery of notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications.
- C23.2.2 Delivery to the Contractor's designated supervisor at the Site shall constitute delivery to the Contractor.
- C23.3 Any notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications given as provided herein shall:
- (a) if delivered by hand, be deemed to have been received on the day of receipt;
 - (b) if delivered by facsimile transmission, be deemed to have been received on the day of transmission, if a Business Day, or if not a Business Day, on the Business Day next following the day of transmission; and
 - (c) if delivered by mail, be deemed to have been received on the second Business Day on which mail is delivered by Canada Post following the date of mailing.

PART D - SUPPLEMENTAL CONDITIONS

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:

Oakville – 1st Street from 1st Avenue North Intersection to 2nd Avenue North Intersection (150 m length)

(a) Oakville 1st Street – Asphalt Overlay Area (50 mm Thickness) = 145 m x 7.5 m = 1,050 m²

Oakville – 2nd Street from Railway Tracks to 1st Avenue South Intersection (150 m length)

(b) Oakville 2nd Street – Asphalt Overlay Area (50 mm Thickness) = 150 m x 7.5 m = 1,125 m²

Oakville – 4th Street from 3rd Avenue North Intersection to 4th Avenue North Intersection (105 m length)

(c) Oakville 4th Street – Asphalt Overlay Area (50 mm Thickness) = 105 m x 7.5 m = 788 m²

Oakville – 6th Street from 3rd Avenue North Intersection to 4th Avenue North Intersection (90 m length)

(d) Oakville 6th Street – Asphalt Overlay Area (50 mm Thickness) = 90 m x 7.5 m = 675 m²

Peony Farm – Wilson Street South End (112 m length – Reconstruction, 40 m length - Overlay)

(e) Peony Farm – Asphalt Overlay Area (50 mm Thickness) = 25 m x 7.5 m = 188 m²

(f) Peony Farm – Asphalt Concrete Saw Cutting = 7.5 m x 1 = 7.5 m

(g) Peony Farm – Asphalt Concrete Patching (100 mm Thickness) = 112 m x 7.5 m = 840 m²

(h) Peony Farm – Asphalt Concrete Saw Cutting = 7.5 m x 1 = 7.5 m

(i) Peony Farm – Asphalt Overlay Area (50 mm Thickness) = 15 m x 7.5 m = 113 m²

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

- (a) Asphalt Concrete Saw Cutting
- (b) Asphalt Concrete Patching (100 mm Thickness)
- (c) Asphalt Concrete Overlays (50 mm Thickness)
- (d) Common Excavation
- (e) Shaping, Scarifying and Compacting Subgrade
- (f) Non-Woven Geotextile
- (g) Geogrid (Mirafi BXG120)
- (h) Sub-base (50 mm Crushed Limestone)
- (i) Base Course (20 mm Crushed Limestone)

D2.3 The Owner reserves the right to: increase or decrease quantities; change the location of work; and cancel or add project sites. In the event that these rights are exercised, the Contract Unit Prices quoted on the Tender form shall remain unchanged.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is the Rural Municipality of Portage la Prairie, represented by:

Kyle Hamilton, M.Eng., P.Eng., CAMP
Chief Administrative Officer
35 Tupper Street South
Portage la Prairie, Manitoba R1N 1W7

Telephone No. (204) 871-0625
Email Address khamilton@rmofportage.ca

D3.2 At the pre-construction meeting, Kyle Hamilton will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D3.3 Bid submissions must be submitted to the address in B8.8.

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 Owner 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 Owner 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 Owner, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.

- D6.3 Notwithstanding C21, all notices of appeal to Owner shall be sent to the attention of the Owner at the following:

RURAL MUNICIPALITY OF PORTAGE LA PRAIRIE

Attn: Kyle Hamilton, M.Eng., P.Eng., CAMP
Chief Administrative Officer
35 Tupper Street South
Portage la Prairie, Manitoba R1N 1W7

- D6.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned shall be sent to the following:

RURAL MUNICIPALITY OF PORTAGE LA PRAIRIE

Attn: Kyle Hamilton, M.Eng., P.Eng., CAMP
Chief Administrative Officer
35 Tupper Street Sout
Portage la Prairie, Manitoba R1N 1W7

- D6.5 Bid Submissions must not be submitted by facsimile. Bids must be submitted in accordance with B8.

D7. FURNISHING OF DOCUMENTS

- D7.1 Upon award of the Contract, the Contractor will be provided with three (3) 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.

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 Rural Municipality of Portage la Prairie 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) 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.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the Owner with a certificate(s) of insurance, in a form satisfactory to the Owner and the Rural Municipality of Portage la Prairie, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in 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 Manitoba, 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 Rural Municipality of Portage la Prairie, 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 Owner. The Owner 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 B13.1(c), the Contractor shall provide the Owner 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 but in no event later than the date specified in 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 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. DETAILED WORK SCHEDULE

D13.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least five (5) Business Days prior to the commencement of any Work on the Site.

D13.2 The detailed Work schedule shall consist of a Gantt Chart for the Work based on the terms of Work listed on Form B of the Bid Opportunity.

D13.3 Further to D13.2, the Gantt Chart shall show the time on a weekly basis required to carry out the Work of each Specification division, commencement date, substantial performance and total performance.

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.
 - (c) The Contract Administrator has received and approved a traffic management plan for the duration of this project from the Contractor.
- D14.3 The Contractor shall submit a detailed construction schedule within seven (7) Working Days of receipt of the letter of intent.

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.
- D15.1.3 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 The Contractor shall require written permission forty-eight (48) hours in advance from the Contract Administrator for any work to be performed between 8 pm hours and 7 am 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) None

D18. SEQUENCE OF WORK

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

D18.1.1 Asphaltic Concrete Saw Cutting.

D18.1.2 Asphaltic Concrete Patching.

D18.1.3 Asphaltic Concrete Overlaying.

(a) The Contractor shall limit paving to one lane at a time. No paving on the subsequent lane shall commence until paving is completed on the initial lane.

(b) The Contractor shall delay placing the final lift of asphalt on the initial lane of the roadway, so that the final lift of all lanes is placed in one operation.

D19. SUBSTANTIAL PERFORMANCE

D19.1 The Contractor shall achieve Substantial Performance by October 7, 2024.

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 by October 14, 2024.

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 Owner 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 – five hundred dollars (\$500); and

(b) Total Performance - one thousand dollars (\$1,000);

D21.2 The amounts specified for liquidated damages in D21.1 are based on a genuine pre-estimate of the Owner'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 Owner may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

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.
- 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 (1) representative of the Contract Administrator, one (1) representative of the Owner and one (1) representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the Owner 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 B12.4, 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 Owner may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.4.

MEASUREMENT AND PAYMENT

D26. PAYMENT

- D26.1 Further to C12, the Owner may at its option pay the Contractor by cheque.

WARRANTY

D27. WARRANTY

- D27.1 Warranty is as stated in C13.

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 **RURAL MUNICIPALITY OF PORTAGE LA PRAIRIE** (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. 24 PUB 010
ASPHALT PATCHING AND OVERLAYS

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)

RURAL MUNICIPALITY OF PORTAGE LA PRAIRIE

Attn: Kyle Hamilton
35 Tupper Street South
Portage la Prairie
R1N 1W7

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 24 PUB 010

ASPHALT PATCHING AND OVERLAYS

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 These Specifications shall apply to and be party of the Contract and shall take precedence over all other Plans and Specifications pertaining to the Contract.

E2. TEST HOLE LOGS

- E2.1 No test hole logs are provided.
- E2.2 The Contractor shall notify the Contract Administrator prior to starting any soil boring or test excavation. Any test borings or test excavations made by the Contractor shall be completed at his/her own costs and shall meet the requirements of the Contract Administrator.

E3. TRAFFIC CONTROL

- E3.1 Further to Clauses 3.6, 3.7 and 3.8 of Specification CW 1130-R3:
 - E3.1.1 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 Contract Administrator. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by their own forces or subcontractor.
- E3.2 Measurement and Payment
 - E3.2.1 No measurement or payment shall be made for "Traffic Control" as this is considered incidental to the Contract.

E4. TRAFFIC MANAGEMENT

- E4.1 Further to Clause 3.7 of Specification CW 1130-R3:
 - E4.1.1 The Contractor shall submit a Traffic Management Plan at least five (5) Business Days prior to the commencement of any Work on Site for the approval by the Contract Administrator. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by their own forces or Subcontractor.
 - E4.1.2 Flag persons may be necessary to maintain the flow of traffic during certain work operations.
 - E4.1.3 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.

E4.1.4 The City of Winnipeg, "Manual of Temporary Traffic Control on City Streets" should be followed for traffic control measures.

E4.2 Ambulance/emergency vehicle access must be maintained at all times.

E4.3 Measurement and Payment

E4.3.1 No measurement or payment shall be made for "Traffic Management" as this is considered incidental to the Contract.

E5. PROOF ROLLING

E5.1 Description

E5.1.1 This specification covers the use of proof rolling to assess subgrade conditions on Lincoln Avenue.

E5.2 Construction Methods

E5.2.1 The intent of proof rolling is to detect soft areas of low shear strength in an "as excavated" subgrade for fill, pavement or detecting non-uniformly of compacted embankment.

E5.2.2 For proof rolling use a heavy (15-16 tonne) rubber tired roller having four wheels abreast on independent axles with heavy contact wheel pressures (550 kPa to 1030 kPa) or a heavily loaded truck loaded to approximately 10 tonnes per axle and with a minimum tire pressure of 550 kPa.

E5.2.3 Ground speed to be a maximum of 4 km/hour.

E5.2.4 Accomplish proof rolling by two complete coverages of the area with proof rolling equipment in one direction and a second series made at right angles to the first direction. One coverage means every point of the proof rolled surface has been subjected to the tire pressure of the loaded wheel.

E5.2.5 The surface of the proof rolled area shall be observed, noting visible deflection and rebound of the surface or shear failure in the surface of granular soils as ridging between wheel tracks.

E5.2.6 Any area of soft, rutted or displaced materials shall be re-compacted with additional fill or the existing material removed and replaced with the suitable material as specified by the Contract Administrator or properly moisture conditioned as necessary.

E5.3 Measurement and Payment

E5.3.1 No measurement or payment shall be made for "Proof Rolling" as this is considered incidental to the Contract.

E6. MOBILIZATION AND DEMOBILIZATION

E6.1 Description

E6.1.1 Mobilization and demobilization will include but not limited to: start-up costs, movement of equipment to and from sites, setup and removal of equipment, set-up and removal of field office, and set-up and removal of storage facilities.

E6.2 Measurement and Payment

E6.2.1 Mobilization and Demobilization will be paid for at the Contract Lump Sum Price for "Mobilization and Demobilization" measured as specified herein, which price shall be payment for completing all operations herein described and all other items incidental to the Work included in this Specification. Payment for Mobilization and Demobilization shall be in accordance with the following:

- (a) 50% on first progress payment
- (b) 50% following Substantial Completion.

E7. SITE DEVELOPMENT AND RESTORATION

E7.1 Description

E7.1.1 This Specification shall cover all aspects of Site Development and Restoration, including general Site development, general access development, protection of existing infrastructure, Site clean-up and Site restoration.

E7.2 Construction Methods

E7.2.1 Site Access Development and Restoration

(a) The Contractor shall be responsible to develop suitable Site access. This includes, but is not limited to, any landscaping and grading repairs, restoration of vegetation, etc. necessary to restore any Site and construction access areas to their pre-existing condition.

E7.3 Protection of Existing Infrastructure

E7.3.1 The Contractor shall be responsible for protection of existing infrastructure at the Site including above ground and buried infrastructure.

(a) The Contractor is responsible to obtain all required utility clearances prior to commencement of the Works. Any damaged infrastructure shall be repaired at the Contractor's expense.

E7.4 Environmental Regulations

E7.4.1 The Contractor shall adhere to all relevant Municipal, Provincial and Federal environmental regulations.

E7.4.2 The Contractor shall ensure that a sufficient supply of suitable spill kits are on-site to clean-up minor spills, should they occur. The Contractor shall supply the name, address and telephone number of a local supplier, where additional kits are available on short notice.

E7.5 General Site Clean-up and Restoration

E7.5.1 All areas of the construction Site shall be cleaned up and restored to a condition at least equivalent to its original condition prior to initiation of Work. This may include, but is not limited to the Contractor's laydown area.

E7.6 Measurement and Payment

E7.6.1 No measurement or payment shall be made for "Site Development and Restoration" as this is considered incidental to the Contract.

E8. EARTHWORK AND GRADING

E8.1 Description

E8.1.1 This Specification shall amend and supplement Specification CW 3170-R3 and CW 3110-R21.

E8.2 Materials

E8.2.1 Excavated Material

Excavation shall be completed in accordance with Specification CW 3170-R3 and CW 3110-R21. Contractor shall remove all excess excavated material from Site prior to the completion of the Work. No stockpiling of material at site will be permitted.

E8.3 Construction Methods

E8.3.1 Common Excavation

Common Excavation shall be completed in accordance with Specification CW 3110-R21. The Contract Administrator may direct the Contractor to extend the depth of excavation below the pavement structure and replace unsuitable material with sub-base (50 mm crushed limestone) on top of non-woven geotextile fabric and/or geogrid.

E8.3.2 Compact subgrade to a minimum of 95% Standard Proctor Maximum Dry Density.

E8.4 Measurement and Payment

E8.4.1 Common Excavation

Common Excavation in accordance with Specification CW 3110-R21 will be measured and accepted by the Contract Administrator and paid at the Contract Unit Price per volume for "Common Excavation". No measurement or payment shall be made for Benching as this is considered incidental to the Contract.

E9. SUB-GRADE, SUB-BASE AND BASE COURSE CONSTRUCTION

E9.1 Description

E9.1.1 This Specification shall amend and supplement Specification CW 3110-R21.

E9.2 Materials

E9.2.1 Sub-base and Base Course Material

Sub-base and base course materials shall be crushed limestone and conform to CW 3110-R21 as amended as follows:

Parameter	Test Method	Specified Limit
Los Angeles Abrasion Loss	ASTM C535	32% maximum
Soundness	ASTM C88	18% maximum

The sample material shall be crushed to 37.5 mm maximum aggregate size and tested in accordance with ASTM C131 - Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine and ASTM C88 Soundness of Aggregates by Use of Magnesium Sulphate.

E9.3 Construction Methods

E9.3.1 Shaping, Scarifying and Compaction of Subgrade

Where indicated on the drawings, compact subgrade to a minimum of 95% Standard Proctor Density.

E9.3.2 Sub-base (50 mm Crushed Limestone)

Where indicated on the drawings, sub-base material to be 50 mm gradation crushed limestone and shall be placed over the 100 mm gradation crushed limestone or on top of the non-woven geotextile fabric, in accordance with CW 3110-R21. Sub-base material shall be placed and compacted to a finished thickness as specified in the drawings.

E9.3.3 Base Course (20 mm Crushed Limestone)

Base Course material shall be 20 mm gradation crushed limestone and placed and compacted as specified to a finished thickness as specified in the drawings.

E9.3.4 Dust Control

The Contractor shall complete dust control by spraying water on the roadway by means of an approved distributor at intervals to be prescribed by the Contract Administrator.

E9.4 Measurement and Payment

E9.4.1 Shaping, Scarifying and Compaction of Subgrade

Shaping, Scarifying and Compaction of Subgrade in accordance with Specification CW 3110-R21 will be accepted and measured by the Contract Administrator and paid at the Contract Unit Price per square metre for "Shaping, Scarifying and Compaction of Subgrade".

E9.4.2 Sub-Base (50 mm Crushed Limestone)

The supply, placement and compaction of Sub-base (50 mm Crushed Limestone) in accordance with Specification CW 3110-R21 will be accepted and measured by the Contract Administrator and paid at the Contract unit price per tonne for "Sub-base (50 mm Crushed Limestone)".

E9.4.3 Base Course (20 mm Crushed Limestone)

The supply, placement and compaction of Base Course (20 mm Crushed Limestone) in accordance with Specification CW 3110-R21 will be accepted and measured by the Contract Administrator and paid at the Contract Unit Price per tonne for "Base Course (20 mm Crushed Limestone)".

E9.4.4 Dust Control

No measurement or additional payment shall be made for Dust Control as this is considered incidental to the Contract.

E10. ASPHALTIC CONCRETE PATCHING (100 MM THICKNESS)

E10.1 Description

E10.1.1 This Specification shall amend and supplement Specification CW 3410-R12.

E10.2 Materials

E10.2.1 Tack Coat

E10.2.2 Asphaltic Concrete Patching

E10.3 Construction Methods

E10.3.1 The Contractor shall saw cut the asphalt pavement full-depth along the limits designated.

E10.3.2 The asphalt pavement shall be removed and disposed of in accordance with CW 3110.

E10.3.3 Upon removal of asphalt, the existing base materials shall be levelled and compacted.

E10.3.4 The Contractor shall place and compact base course material as required.

E10.3.5 The asphalt shall be Asphaltic Concrete Pavement Surface Course (Type 1A) with a minimum thickness of 100 mm.

E10.3.6 The asphalt shall be placed and compacted by hand methods in accordance with CW 3110 to the satisfaction of the Contract Administrator.

E10.3.7 Any additional excavation or basework shall be paid for in accordance with CW 3110.

E10.4 Measurement and Payment

E10.4.1 No measurement or additional payment shall be made for the Tack Coat as this is considered incidental to the Contract Unit Price per square metre for "Asphaltic Concrete Patching".

E10.4.2 Construction of Asphaltic Concrete Patching (100 mm Thickness) in accordance with CW 3410-R12 will be accepted and measured by the Contract Administrator and paid at the Contract Unit Price per square metre for "Asphaltic Concrete Patching (100 mm Thickness)". Removal of asphalt, compaction of existing base materials and placement of asphalt materials is considered incidental to the Contract. Supply and compaction of additional Base

Course (20 mm Crushed Limestone) will be paid in addition to the Contract Unit Price per square metre for "Asphaltic Concrete Patching (100 mm Thickness)".

- E10.4.3 Asphaltic Concrete Saw Cutting in accordance with CW3410-R12 will be accepted and measured by the Contract Administrator and paid at the Contract Unit Price per linear metre for "Asphaltic Concrete Saw Cutting"

E11. ASPHALTIC CONCRETE OVERLAY (50 MM THICKNESS)

E11.1 Description

- E11.1.1 This Specification shall amend and supplement Specification CW 3410-R12.

E11.2 Materials

- E11.2.1 Tack Coat
E11.2.2 Asphaltic Concrete Overlay (50 mm Thickness)

E11.3 Construction Methods

- E11.3.1 Patching shall include the Tack Coat immediately prior to the application of the Asphaltic Concrete Pavement Surface Course (Type 1A).
E11.3.2 Reflective Crack Maintenance as specified in CW 3250-R7 shall be completed within the one-year warranty period in the construction season following placement as directed by the Contract Administrator.

E11.4 Measurement and Payment

- E11.4.1 No measurement or additional payment shall be made for the Tack Coat as this is considered incidental to the Contract Unit Price per square metre for "Asphaltic Concrete Overlay (50 mm Thickness)".
E11.4.2 Construction of Asphaltic Concrete Pavement Surface Course (Type 1A) in accordance with CW 3410-R12 will be accepted and measured by the Contract Administrator and paid at the Contract Unit Price per square metre for "Asphaltic Concrete Overlay (50 mm Thickness)".
E11.4.3 No measurement or additional payment shall be made for Reflective Crack Maintenance as this is considered incidental to the Contract.

E12. NON-WOVEN GEOTEXTILE

E12.1 Description

- E12.1.1 This Specification shall amend and supplement Specification CW 3130-R5.

E12.2 Materials

- E12.2.1 Non-Woven Geotextile
Non-woven separation/filtration geotextile fabric shall conform to Specification CW 3130-R5.

E12.3 Construction Methods

- E12.3.1 Install non-woven separation/filtration geotextile fabric in accordance with Specification CW 3130-R5.

E12.4 Measurement and Payment

- E12.4.1 Non-Woven Geotextile
The supply and placement of Non-Woven Geotextile in accordance with CW 3130-R5 shall be accepted and measured by the Contract Administrator and paid at the Contract Unit Price per square metre for "Non-Woven Geotextile". Only material placed within the designated

sub-grade limits will be included. No measurement or payment will be made for Non-Woven Geotextile removed and replaced due to improper installation or damaged materials. No measurement or payment will be made for overlap.

E13. GEOGRID

E13.1 Description

E13.1.1 This Specification shall amend and supplement Specification CW 3135-R2.

E13.2 Materials

E13.2.1 Geogrid

Geogrid shall conform to Specification CW 3135-R2.

E13.3 Construction Methods

E13.3.1 Install biaxial geogrid in accordance with Specification CW 3135-R2.

E13.4 Measurement and Payment

E13.4.1 Geogrid

E13.4.2 The supply and placement of Geogrid in accordance with CW 3135-R2 shall be accepted and measured by the Contract Administrator and paid at the Contract Unit Price per square metre for "Geogrid". Only material placed within the designated sub-grade limits will be included. No measurement or payment will be made for Geogrid removed and replaced due to improper installation or damaged materials. No measurement or payment will be made for overlap.

E14. ALLOWANCE FOR EXTRA WORK

E14.1 Description

E14.1.1 This Specification shall cover a cash allowance for Extra Work as directed, accepted and measured by the Contract Administrator. The allowance shall apply for Work not related to the construction included in the Contract.

E14.2 Construction Methods

E14.2.1 The Contract Administrator may request extra Work be completed at any time throughout the duration of the Contract. Upon receiving written confirmation, in the form of a field instruction or change order, the Contractor shall complete the extra Work as directed.

E14.3 Measurement and Payment

E14.3.1 The Extra Work will be accepted and measured by the Contract Administrator and paid for as follows:

- (a) At the Contract Unit Price or;
- (b) At the Manitoba Heavy Construction Associated published rates or;
- (c) In accordance with C7 Changes in Work.