

STANLEY TRAIL ASSOCIATION

TENDER

CORRIDOR ACTIVE TRANSPORTATION PATHWAY

PROJECT NO.: jdb025

April 2025







TENDER DOCUMENTS

				NO. OF PAGES
PART 1	INSTRUCTIONS TO BID	INSTRUCTIONS TO BIDDERS		
PART 2	GENERAL CONDITIONS	GENERAL CONDITIONS FOR MINOR CONSTRUCTION CONTRACTS		37
PART 3 A. Tender	TENDER FORMS: Submission:			
Tender Form		-	Part 3A	3
Schedule of Prices		-	Part 3B	1
Bid Bond and Agreement to Bond		-	Part 3C	2
Irrevocable Standby Letter		-	Part 3D	2
B. Tender	Acceptance:			
Performance Bond		-	Part 3E	2
Labour and Materials Payment Bond		-	Part 3F	3
Irrevocable Standby Letter of Credit		-	Part 3G	2
Bidder's Certification Form		-	Part 3H	2
Subcontractor's Certification Form		-	Part 3I	2
PART 4	SPECIFICATIONS AND I	MATE	RIALS AND PAYMENT	3

Note: all construction to follow Manitoba Transportation and Infrastructure (MTI) specifications. Refer to MTI website for standard construction specifications: <u>https://www.gov.mb.ca/mti/contracts/manual.html</u> It is the responsibility of the holder of these Specifications to maintain the most recent update.

TENDER DRAWING PACKAGE

37



1. <u>Project Information</u>

(a) Stanley Trail Association (STA) is issuing this Request for Tenders for the following project:

PROJECT NO.: jdb025 PROJECT NAME: Corridor Active Transportation Pathway

(b) The following is a brief description of the Work required for the Project:

Asphalt Pathway, Culverts, Ditches and Landscaping, and Fencing.

Details of the scope of Work required for the project are set out in the Project Specifications.

- (c) The Work Sites are located along the South property line of the PTH 3/PTH 14 highway corridor between Winkler and Morden.
- (d) Stanley Trail Association's Engineer:

Nathan Giesbrecht, P. Eng. jdb project engineering inc. Winkler, MB Tel: (204) 331 – 4440 Email: <u>ngiesbrecht@jdbprojects.ca</u>

(e) Stanley Trail Association's Project Manager is:

Colin Conrad, GIS and Engineering Manager RM of Stanley Tel: 204-325-4101 Email: cconrad@rmofstanley.ca

2. <u>Project Specifications</u>

- (a) The specifications are to follow Manitoba Transportation and Infrastructure (MTI) specifications. Refer to MTI website for standard construction specifications: <u>https://www.gov.mb.ca/mti/contracts/manual.html</u>
- (b) STA will keep a list of Bidders who have registered with STA on tendered projects. Only those Bidders who are on the list will receive notice of any Addenda issued. The list of Bidders will be available upon request.

3. <u>Work Site Viewing</u>

(a) Work Site viewing is <u>not mandatory</u>.



(b) The Engineer could be contacted to provide Bidders with access to the Work Site for viewing:

Nathan Giesbrecht, P.Eng., Email: ngiesbrecht@jdbprojects.ca

- (c) Although the Work Site viewing is not mandatory, STA suggests Bidders view the Work Site.
- (d) Bidders are not entitled to rely on information received from the Engineer or other third parties at the site viewing unless STA has provided the information in writing in the form of an Addendum.

4. <u>Test Hole Digs</u>

(a) STA or Engineer will not be conducting test hole digs.

5. <u>Submission Deadline and Address</u>

- (a) The Submission Deadline is the date and time specified in the Tender Form.
- (b) Tenders must be delivered to the following address:

RM of Stanley Offices 1-23111 PTH 14 Stanley MB, R6P 0B1

- (c) Emailed Tenders will not be accepted. Only Tender inquiries, addendum acknowledgements, Tender amendments or requests to withdraw a Tender may be submitted by email in accordance with Sections 6, 7, 8 and 9.
- (d) Tenders must be received no later than the Submission Deadline at the above address. Tenders received after the Submission Deadline will not be accepted and will be returned to the Bidder unopened.
- (e) Tenders must consist of the components as further described in Section 12, and should be submitted in a sealed envelope or package, clearly marked on the outside with the **name and address of the Bidder, Project No. and Project Name.**
- (f) It is solely the Bidder's responsibility to ensure that the Bidder's Tender is received at the designated location prior to the Submission Deadline.

6. <u>Inquiries</u>

- (a) The Engineer will receive inquiries from Bidders by way of a formal process.
- (b) All inquiries about the Work or the Tender Documents shall be directed, in writing by email, at least five (5) business days before the Submission Deadline. Inquiries received after this date may not be answered. Written inquiries must be directed to:





Nathan Giesbrecht, P. Eng. jdb project engineering inc. Winkler, MB Tel: (204) 331 – 4440 Email: <u>ngiesbrecht@jdbprojects.ca</u>

- (c) Bidders may confirm whether an inquiry has or has not been received by the foregoing deadline by phoning the Engineer at: (204) 331-4440.
- (d) If the Engineer, in its sole discretion, determines that an inquiry will be of interest to all Bidders, it will be communicated in writing to all Bidders by way of addendum. The source of the inquiry will be kept confidential.

7. <u>Tender Addendums</u>

- (a) The Engineer may extend the Submission Deadline by issuing an addendum at any time before the Submission Deadline or before the date and time previously specified in any addendum extending the Submission Deadline.
- (b) Where an error, discrepancy or omission in the Tender Documents has been found, or where the Construction Manager determines that the Tender Documents require clarification, the Engineer will issue an addendum that addresses the error, discrepancy, omission or ambiguity.
- (c) Bidders are responsible for ensuring that they have received all addendums and that they have considered the effect of such addendum in formulating their Tender. Bidders must acknowledge having received each addendum in their Tender. Bidders should acknowledge having received each addendum and the date on which each was received, in the space provided in the Tender Form for this purpose. Failure to acknowledge receipt of an addendum may render a Tender non-responsive in accordance with Section 19. If a Tender is submitted before an addendum is issued, STA will accept an email acknowledgement, provided the acknowledgement is submitted before the Submission Deadline. Bidders who submit an acknowledgement by email should confirm that the email has been received by STA by phoning the Engineer at: (204) 331-4440.

8. <u>Tender Amendments (including amendments to Tender amounts only)</u>

- (a) Bidders may amend Tenders submitted prior to the Submission Deadline (including amendments to the amounts in the Schedule of Prices) by submitting an amendment clearly identifying the change or by submitting a new Tender that clearly indicates that it is to replace the Tender previously submitted by the Bidder.
- (b) All amendments to a submitted Tender must be in writing, submitted on the Bidder's letterhead, signed by the person(s) who signed the Tender Form, and must be submitted to STA by:
 - (i) mail or delivery at the address set out in Section 5(b); or



jdb project engineering

PART 1

- (ii) email at: ngiesbrecht@jdbprojects.ca
- (c) If Bidders wish to submit an amendment to the amount(s) in the Schedule of Prices only (without submitting a new Tender to replace the Tender previously submitted by the Bidder), and wish to submit the amendment by email, the amendment to the amount(s) in the Schedule of Prices must not reveal the original amount(s) or the revised amount(s). The amendment must only state the amount(s) to be added or deducted from the original amount(s) in the Schedule of Prices.
- (d) It will be solely the responsibility of the Bidder to ensure that any amendment is received prior to the Submission Deadline.
- (e) STA will not accept responsibility for the content of amendments, or amendments that are, for any reason, not received, delayed, illegible or otherwise improperly received. STA may disregard amendments that are improperly received.

9. <u>Withdrawal of Tender</u>

- (a) Bidders may withdraw a Tender submitted in response to this Request for Tenders by submitting a request to withdraw in writing to STA by no later than the Submission Deadline.
- (b) All requests to withdraw a submitted Tender must be in writing, submitted on the Bidder's letterhead, signed by the person(s) who signed the Tender Form, and must be submitted to STA by:
 - (i) mail or delivery at the address set out in Section 5(b); or
 - (ii) email at: ngiesbrecht@jdbprojects.ca
- (c) It will be solely the responsibility of the Bidder to ensure that a request to withdraw is received prior to the Submission Deadline.

10. <u>Substitutes as Approved Equals</u>

- (a) The Work is based on the Plant, Material or methods (including make, model or trade name or catalogue reference) specified in the Tender Documents.
- (b) Substitutions as an "approved equal" shall only be allowed if application has been made to and
- (c) Prior approval has been granted by the Engineer in writing in accordance with this Section10.
- (c) Requests for approval of a substitute as an approved equal will not be considered unless received in writing by the Engineer at least five (5) business days before the Submission Deadline.
- (d) Bidders shall ensure that any and all requests for approval of a substitute as an approved equal:
 - (i) provide sufficient information and details to enable the Engineer to determine the acceptability of the Plant, Material or method as an approved equal; and



- (ii) certify that 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 construction schedule and the dates specified in the Tender Form for Substantial Performance.
- (e) The Engineer, after assessing the request for approval of a substitute, may in their sole discretion grant approval for the use of a substitute as an approved equal or may refuse to grant approval of the substitute.
- (f) The Engineer will provide a response in writing, at least two (2) business days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute as an approved equal. The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons they wish to inform.
- (g) If the Engineer approves a substitute as an approved equal, any Bidder may use the approved equal in place of the specified item.

11. Public Opening of Tenders

- (a) Tenders shall be opened publicly at the address identified in Section 5(b) promptly after the Submission Deadline.
- (b) Bidders or their authorized representatives may attend the opening.
- (c) After a cursory review of the Tenders, the total Tender prices and names of Bidders whose Tenders are considered at this time to be sufficiently compliant for the purposes of the public opening will be read out. If bid security has been called for but the Tender is not accompanied by such bid security, the Tender will not be considered sufficiently compliant for the purposes of the public opening and will be rejected at this time. STA will also confirm that the Tender Forms acknowledge receipt of all addenda issued.
- (d) A Tender that has been considered compliant for the purposes of the public opening has not been evaluated sufficiently to determine whether it should be given a passing grade under Section 19. All Tenders for which the total Tender prices were read out will be formally evaluated after the public opening in accordance with Section 19.

12. <u>Tender Submission</u>

(a) The Tender submission must consist of the following components:

(i)	Tender Form -	Form No. Part 3A;
(ii)	Schedule of Prices -	Form No. Part 3B; and
/:::\	Pid Socurity:	

(iii) Bid Security:



- (aa) Bid Bond and Agreement to Bond Form No. Part 3C; or
- (bb) Irrevocable Standby Letter of Credit and Undertaking Form No. Part 3D
- (b) In addition to Section 12(a), the Bidder should include the written correspondence from the Engineer approving a substitute in accordance with Section 10 (if applicable).

13. <u>Tender Form</u>

- (a) The Bidder must complete the Tender Form (using Form No. Part 3A), making all required entries.
- (b) No change shall be made in the wording of the Tender Form.
- (c) The Tender Form must be signed and dated by the Bidder. The name and official capacity of the person(s) signing the Tender Form must be printed below the signature(s).

14. <u>Schedule of Prices</u>

- (a) Bidders must complete the Schedule of Prices (using Form No. Part 3B) by showing:
 - (i) a unit price for each item for which a quantity is given;
 - (ii) a lump sum price for each lump sum item given; and
 - (iii) the total Tender price.
- (b) Prices shall be quoted in Canadian funds.
- (c) The unit or lump sum prices quoted shall be <u>all inclusive</u>, and shall include:
 - (i) the cost of the various items of Work as set forth in the Contract;
 - (ii) the cost to furnish all Material (except as otherwise provided in the Contract);
 - (iii) the cost to furnish all Plant, labour, transportation and incidentals necessary for the proper completion of the Work which the Contractor is required to do in accordance with the terms and conditions of the Contract; and
 - (iv) all insurance, Worker's Compensation, vacation pay, custom duties, provincial sales tax, excise taxes (except the Federal Goods and Services Tax (G.S.T.) and all other charges, costs and assessments. G.S.T. shall be identified separately in the space provided in the Schedule of Prices.
- (d) Bidders acknowledge that the quantities shown on the Schedule of Prices are estimates only. STA will use the quantities for the purpose of comparing Tenders. The actual quantities may be considerably greater or considerably less than the quantities shown on the Schedule of Prices. Separate prices must be submitted for each item set forth on the Schedule of Prices.
- (e) The quantities for which payment will be made will be based on the Work actually performed and



completed by the Contractor, as measured and determined by STA Engineer in accordance with the applicable Specifications, Measurement and Payment provisions and the General Conditions.

(f) STA reserves the right to include an Extra Work Allowance in the Schedule of Prices in an amount specified by STA. If an Extra Work Allowance is included, Bidders shall include it in the total Tender price. The Extra Work Allowance shall be used to account for payment for Changes in the Work, if any, in accordance with GC:5.18 of the General Conditions.

15. <u>Bid Security</u>

- (a) Bidders must provide bid security in the form of:
 - (i) a bid bond, in the amount of at least ten percent (10%) of the total Tender price, and an agreement to bond of a company registered to conduct business of a surety in the Province of Manitoba, in the form included at Part 3C; or
 - (ii) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the total Tender price, and undertaking issued by a bank or other financial institution registered to conduct business in the Province of Manitoba and drawn on a branch located in the Province of Manitoba, in the form included at Part 3D.
- (b) Bidders are advised that a certified cheque is an acceptable form of bid security.
- (c) Bidders may review the Annual Report of the Superintendent of Insurance at website <u>http://www.gov.mb.ca/firb/reports.html</u> for a list of sureties, banks or other financial institutions that are registered to conduct business in the Province of Manitoba.
- (d) The bid securities of the unsuccessful Bidders will not be returned to Bidders unless requested in writing.

16. <u>Qualification of Bidders</u>

- (a) As part of its evaluation of the Tenders, the Construction Manager may require Bidders to submit the following information:
 - (i) proof that the Bidder is incorporated or otherwise properly registered to carry on business in Manitoba;
 - (ii) proof that the Bidder is financially capable of carrying out the terms of the Contract;
 - (iii) proof that the Bidder has successfully carried out works of a similar nature or is fully capable of performing the Work in accordance with the Contract;
 - (iv) any other information requested by STA.



- (c) Bidders must be prepared to submit, within 3 business days of a request by the Engineer, proof satisfactory to STA of the qualifications of the Bidder as listed above.
- (c) Failure to provide the information requested by the Engineer within time frame set out in Section 16(b) may result in the Tender being considered non-responsive in accordance with Section 19.

17. <u>Irrevocable Tenders</u>

- (a) Tenders shall be irrevocable and open for acceptance for the time period specified on the Tender Form.
- (b) The acceptance by STA of any Tender shall not release the next lowest evaluated responsive Tender and this Bidder shall be bound by its Tender on such Work for the time period specified on the Tender Form.

18. <u>Cost of Tender</u>

(a) Costs incurred in the preparation, presentation and submission of a Tender shall be borne entirely by the Bidder.

19. Evaluation of Tenders

(a) Tenders will be evaluated based on the following evaluation criteria:

(i)	compliance by the Bidder with the	
requir	ements of the Tender Documents	pass / fail

- (ii) qualifications of the Bidder pass / fail
- (iii) total Tender price

(b) Further to Section 19(a):

- (i) STA may reject a Tender as being non-responsive if the Tender submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities.
- (ii) STA shall reject a Tender from a Bidder who does not demonstrate in the Tender submission or in other information required to be submitted, that the Bidder is responsible and qualified.
- (iii) arithmetical calculations in the Schedule of Prices will be checked. Addition errors will be corrected. If the unit price quoted for an item, when multiplied by the estimated quantities for that item does not result in the total price quoted for that item, the Bidder will be bound to supply the item at the unit price quoted and STA will correct the multiplication error so that the total price quoted for that item equals the product of the unit price quoted and the estimated quantities.





(c) Tenders will be ranked on the basis of total Tender price quoted for the Work, as adjusted if necessary to account for arithmetical errors.

20. Acceptance of Tender and Contract Award

- (a) If STA decides to accept a Tender, it will accept the Tender from the Bidder who submitted the lowest evaluated responsive Tender.
- (b) STA has no obligation to accept any Tender, even where one or all of the Bidders have been determined to be responsive and qualified, and the Tenders are determined to be responsive. Without limiting the generality of the foregoing, STA will have no obligation to accept a Tender where:
 - (i) the prices exceed the available funds for the Work;
 - (ii) the prices are materially in excess of the prices received by STA for similar work in the past;
 - (iii) the prices are materially in excess of STA's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (iv) the prices are unbalanced; or
 - (v) only one Tender is received; or
 - (vi) in the judgment of STA, the interests of STA would best be served by not accepting the Tender; or
 - (vii) the timelines Tendered are unacceptable to complete the Work.
- (c) If STA's decides to accept a Tender, STA will signify its conditional acceptance by preparing and forwarding to the Bidder an acceptance letter.
- (d) STA's acceptance of a Tender is conditional upon the Bidder submitting the following documents within eight (8) calendar days after receiving the conditional acceptance letter:
 - (i) evidence of Insurance;
 - (ii) evidence of Workers Compensation Board coverage;
 - (iii) Performance Security;
 - (iv) Bidder's Certification Form;
 - (v) evidence of COR, SECOR or COREL;
 - (vi) Construction Schedule; and
 - (vii) Site Safety Plan.

See Insurance, Performance and Safety Requirements – PART 3 for further instructions for the above documents.

- (e) Subject to the foregoing conditions having been met, STA will, in due course, sign the "Acceptance" in the Tender Form and return a fully signed copy to the Bidder for its records.
- Once the "Acceptance" in the Tender Form has been signed by STA, it shall constitute the binding Contract between STA and the Bidder for the Work.



- (f) As an alternative to the "Acceptance" in the Tender Form, STA may forward three (3) copies of an agreement to the Bidder for the Bidder's signature at the same time as STA sends the acceptance letter to the Bidder. In such an event, the Bidder shall sign and return all copies of the agreement to STA within the eight (8) calendar day period stipulated in Section 20(d). STA will, in due course, sign the copies of the agreement and return one fully signed copy for the Bidder's records.
- (g) The Contract shall consist of all the documents described in the General Conditions.
- (h) If the Bidder fails to comply with the above noted conditions, STA may, in its sole discretion, cancel its conditional acceptance. In such an event, STA shall be entitled to retain the bid security accompanying the Tender as liquidated damages, and STA may accept the Tender of the next lowest evaluated responsive Bidder.
- (i) The Bidder shall not start any work until the above noted conditions have been fulfilled and STA has signed the "Acceptance" in the Tender Form or the agreement and authorized the commencement of the Work.

END OF INSTRUCTIONS TO BIDDER



PART 2



CONTENTS

SECTION 1 DEFINITIONS AND INTERPRETATION	4
Definitions (Clause 1.1)	4
Interpretation (Clauses 1.2 to 1.9)	6
SECTION 2 EXAMINATION OF WORK	7
Site Investigation (Clause 2.1)	7
Test Hole Logs (Clauses 2.2 to 2.3)	7
SECTION 3 AUTHORITY OF THE ENGINEER	8
General (Clauses 3.1 to 3.3)	8
Approval and Inspection (Clauses 3.4 to 3.5)	8
Control (Clauses 3.6 to 3.14)	8
SECTION 4 RESPONSIBILITIES OF THE CONTRACTOR	9
General (Clauses 4.1 to 4.6)	9
Regulatory Requirements (Clauses 4.7 to 4.10)	10
Workplace Safety and Health (Clauses 4.11 to 4.14)	10
Supervision and Instructions (Clauses 4.15 to 4.21)	11
Subcontracts and Assignments (Clauses 4.22 to 4.25)	11
Public Conveniences and Safety (Clauses 4.26 to 4.29)	12
Protection of Work and Property (Clauses 4.30 to 4.35)	13
Protection of Survey Monuments (Clause 4.36)	13
Layout (Clauses 4.37 to 4.38)	13
Document Review (Clause 4.39)	14
Construction Schedule (Clauses 4.40 to 4.41)	14
Shop Drawings (Clause 4.42)	14
Documents and Drawings at the Site (Clause 4.43)	15
Existing Works and Material (Clause 4.44)	15
Sewage Handling (Clauses 4.45 to 4.47)	15
Site Security and Cleaning Up (Clauses 4.48 to 4.51)	15
Manuals, Commissioning and Training (Clauses 4.52 to 4.55)	16



PART 2



SECTION 5 CHANGES IN WORK	17
General (Clauses 5.1 to 5.4)	17
Change in Work initiated by the Engineer (Clauses 5.5 to 5.8)	17
Change in Work Initiated by the Contractor (Clauses 5.9 to 5.12)	18
Valuation of a Change in Work	18
Extra Work Allowance (Clause 5.18)	19
Cost Records	19
SECTION 6 RIGHT OF ENTRY	20
SECTION 7 PLANT AND MATERIAL	20
General (Clauses 7.1 to 7.4)	20
Material Supplied by the Owner (Clauses 7.5 to 7.9)	21
SECTION 8 RISK AND RESPONSIBILITY	22
SECTION 9 INSPECTION	23
Inspection – General (Clauses 9.1 to 9.6)	23
Inspection of Certain Construction Operations of the Work (Clauses 9.7 to 9.8)	23
Defective Work (Clauses 9.9 to 9.11)	24
SECTION 10 PROGRESS OF WORK	25
SECTION 11 CLAIMS AND PAYMENT	26
General (Clauses 11.1 to 11.5)	26
Increased or Decreased Costs (Clauses 11.6 to 11.9)	26
Measurement and Payment (Clauses 11.10 to 11.12)	27
Holdbacks (Clauses 11.13 to 11.15)	27
Substantial Performance (Clauses 11.16 to 11.18)	27
Payment of Holdback Upon Substantial Performance (Clauses 11.19 to 11.20)	28
Final Payment (Clauses 11.21 to 11.27)	28
Contractor's Financial Obligations (Clauses 11.28 to 11.29)	29



PART 2



SECTION 12 WARRANTY	29
General (Clause 12.1)	29
Warranty Period (Clauses 12.2 to 12.3)	29
Final Inspection (Clauses 12.4 to 12.6)	30
Warranty Work (Clauses 12.7 to 12.9)	30
Acceptance of the Work (Clauses 12.10 to 12.11)	30
SECTION 13 INDEMNIFICATION	31
General (Clause 13.1)	31
Settlement (Clause 13.2)	31
Claim Fees (Clause 13.3)	31
Payment Deduction (Clause 13.4)	31
SECTION 14 EVENTS OF DEFAULT	32
SECTION 15 OWNER'S RIGHTS AND REMEDIES	33
General (Clauses 15.1 to 15.2)	33
Withholding of Payment (Clauses 15.3 to 15.6)	33
Taking Work out of the Contractor's Control (Clauses 15.7 to 15.14)	33
Demand for Payment (Clauses 15.15 to 15.16)	34
SECTION 16 DISPUTE RESOLUTION	35
General (Clause 16.1)	35
Contractor's Right to Appeal (Clauses 16.2 to 16.5)	35
Arbitration (Clauses 16.6 to 16.8)	35
Referral to a Single Arbitrator (Clauses 16.9 to 16.10)	36
Referral to a Panel of Arbitrators (Clauses 16.11 to 16.13)	36
General (Clauses 16.14 to 16.17)	36
SECTION 17 GOVERNING LAW	37
SECTION 18 NOTICES	37



SECTION 1 DEFINITIONS AND INTERPRETATION

Definitions (Clause 1.1)

- 1.1 Where used in these General Conditions and in the other documents forming part of the Contract:
 - (a) "Bidder" means any entity submitting a Tender for the Work.
 - (b) "Certificate of Substantial Performance" means a certificate issued by the Engineer when the Work reaches Substantial Performance.
 - (c) "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 (without limitation) modifications in the drawings, quantity or nature of plant, material or labour, methods, location or construction schedule.
 - (d) "Change Order" means an approval of a Change in Work, signed by the Contractor and the Engineer.
 - (e) "Completion Certificate" means a certificate issued by the Engineer when the Work reaches Final Completion.
 - (f) "Contract" means the combined documents consisting of the agreement or the fully signed acceptance of the Tender forwarded to the Contractor. Together with the Tender Documents (including any documents and drawings referred to and incorporated therein), and any submissions required to be made by the Contractor after award which have been approved and signed by the Owner, and all amendments to the foregoing.
 - (g) **"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.
 - (h) "**Contractor**" means the Bidder that has been awarded the Contract for the execution of the Work under the terms of the Contract.
 - (i) "**Drawings**" means drawings which show the nature and scope of the Work to be performed and which have been prepared or approved by the Engineer and are referred to in the Contract.
 - (j) **"Engineer**" is the person or entity engaged by the Owner, or a person designated by the Owner, to manage the project on behalf of the Owner, and is identified as the Engineer in the Tender and Contract Documents.
 - (k) **"Extra Work Allowance"** means the amount specified by the Owner in the Tender Documents to be used to account for payment for Changes in the Work, if any, at the Owner's discretion and approval.



- (I) **"Final Completion**" means that the entire Work, except those items arising from any provisions in the General Conditions, have been performed in accordance with the Contract.
- (m) **"Material**" includes all goods, parts, equipment and things required to be furnished in accordance with the Contract for incorporation into the Work.
- (n) "Owner" means Stanley Trail Association.
- (o) "**Plant**" includes all things brought to or constructed on the Site for the performance of the Work, including goods, tools, equipment, consumable supplies, fuel, power and utility connections therefor, but does not include material.
- (p) **"Shop Drawings**" means all drawings, diagrams, and illustrations prepared by the Contractor, Subcontractor, Manufacturer, Supplier or Distributor that depict details of a portion of the Work.
- (q) "Site" means the location(s) where the Work described in the Contract is to be carried out, including the point of delivery of plant and materials to be used in the Work.
- (r) **"Specifications**" are that portion of the contract documents, wherever located and whenever issued, consisting of the written requirements and standards for the material, systems, workmanship, quality and the services necessary for the performance of the Work.
- (s) **"Subcontractor**" is an entity having a direct contract with the Contractor to perform a part or parts of the Work, and includes a Subcontractor's subcontractor.
- (t) **"Submittals**" means all Shop Drawings, schedules, performance charts, brochures and other data which are submitted by or are required to be submitted by the Contractor in accordance with the requirements of the Tender Documents or Contract.
- (u) **"Substantial Performance**" means when all Work which has been completed, has been performed substantially to the requirements of the Contract Documents including without limitation substantially in accordance with all drawings and specifications therefor and is so certified by the Engineer.
- (v) "**Tender**" means the offer submitted in writing by the Contractor (including applicable tender forms) in the format prescribed by the Owner, to perform the Work.
- (w) **"Tender Documents**" means the Tender, the Instructions to Bidders, these General Conditions, the Special Provisions, the Specifications, the Drawings, and all addenda.
- (x) **"Work**" means the total construction and related services required by the Contract including all Changes in Work which may be ordered as provided in these General Conditions.





PART 2

(y) "Working Day" means any day on which the Engineer determines atmospheric and Site conditions are such that the Contractor is able to work at least seven (7) hours during the period between 7:00 a.m. or the time the Contractor's operations normally commence, whichever is the earlier, and 7:00 p.m.. A Saturday, Sunday or a statutory or civic holiday can be considered a Working Day if the Work is in progress on those days.

Interpretation (Clauses 1.2 to 1.9)

- 1.2 Where the Contractor consists of more than one person or entity, the obligations of the Contractor shall be joint and several.
- 1.3 Wherever the singular is used, it shall be construed to mean the plural as the context may reasonably require.
- 1.4 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.
- 1.5 In the event of conflicts between portions of the Contract, the following order of precedence shall apply:
 - (a) the fully signed acceptance of the Tender or Agreement between the Owner and the Contractor;
 - (b) the Special Provisions;
 - (c) the General Conditions;
 - (d) the Specifications;
 - (e) the Drawings; and
 - (f) the Tender.
 - (g) With respect to the Drawings:
 - (i) Drawings of a later date shall govern over Drawings of an earlier date;
 - (ii) Drawings of a larger scale shall govern over those of a smaller scale; and
 - (iii) Dimensions shown on a Drawing shall govern over all other scaled or implied measurements.
- 1.6 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.



jdb project engineering

PART 2

- 1.7 The Owner and the Contractor acknowledge and agree that the Contractor is an independent Contractor and neither the Contractor nor any officer, employee, agent or representative of the Contractor shall be deemed to be an officer, employee, agent or representative of the Owner.
- 1.8 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.
- 1.9 Specifications, drawings, models and copies thereof furnished by the Owner are and shall remain the Owner's property. All specifications, drawings and models furnished by the Owner's shall only be used by the Contractor with respect to the Work and are not to be used on other Work. These specifications, drawings and models are not to be copied or altered in any manner without the written authorization of the Owner.

SECTION 2 EXAMINATION OF WORK

Site Investigation (Clause 2.1)

- 2.1 The Contractor declares that, in bidding for the Work and entering into the Contract, the Contractor:
 - (a) has investigated the Site, the nature of the Work to be done and all local conditions that might affect its Tender or its performance of the Work; or
 - (b) has not investigated the Site, the nature of the work to be done or location 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 it did not and does not rely upon information furnished by the Owner or of its employees or agents other than information furnished in writing for or in connection with the Tender or the Contract by the Engineer.

Test Hole Logs (Clauses 2.2 to 2.3)

- 2.2 If test holes have been done, information that may be furnished in writing may include summary soil logs included on the drawings from test holes located in or around the Site. Any information pertaining to subsurface soil, rock and groundwater conditions contained in such test hole logs shall be considered accurate only at the specific locations indicated and at the time of the investigation. The Contractor should note that variations in the subsurface conditions may exist between these hole locations and seasonal fluctuations in groundwater levels can be expected.
- 2.3 If such information is provided to supplement the Contractor's evaluation of the site conditions in Work areas, it is the Contractor's responsibility to ensure that the information is suitable for their purpose and to supplement the information as they consider necessary. No consideration will be given to any claims by the Contractor arising by virtue of any misinterpretation of such information.





SECTION 3

AUTHORITY OF THE ENGINEER

General (Clauses 3.1 to 3.3)

- 3.1 The Engineer 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.
- 3.2 The Engineer shall interpret or clarify the Contract or any part thereof which appears indefinite, not clear or contradictory to the Contractor.
- 3.3 The Engineer 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.

Approval and Inspection (Clauses 3.4 to 3.5)

- 3.4 All Plant to be used for the Work shall be subject to approval by the Engineer and shall be maintained in satisfactory working condition for the duration of the Contract.
- 3.5 The Engineer may examine or inspect the Work or any part thereof and determine whether the Work meets the requirements of the Contract. The Engineer may reject the Work or any part thereof which does not meet the requirements of the Contract.

Control (Clauses 3.6 to 3.14)

- 3.6 The Engineer may give written 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.
- 3.7 The Engineer may give written instructions or orders to the Contractor's site superintendent and such instructions or orders shall be deemed to have been given to the Contractor.
- 3.8 The Engineer may order the Contractor to remove from the Work any person employed or retained by the Contractor or by any Subcontractor in the performance of the Work who the Engineer determines is incompetent, negligent or guilty of misconduct.
- 3.9 The Engineer may order the Contractor to alter or improve their methods, including those of a Subcontractor, to increase or improve their Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Engineer determines that:
 - (a) the Work is not being, or will likely not be, constructed satisfactorily; or



jdb project engineering

PART 2

- (b) progress is not being, or will likely not be, maintained in accordance with the construction schedule.
- 3.10 The Engineer may order the Contractor to stop work in whole or in part or to order their Subcontractor to stop work in whole or in part, or to take such remedial measures as the Engineer considers necessary, if, at any time, the Engineer determines that:
 - (a) a danger to life or to property exists;
 - (b) the Contractor has failed to carry out any written orders given by the Engineer in accordance with these General Conditions; or
 - (c) such stoppage or remedial measures may be necessary to ensure the performance of the Work in accordance with the requirements of the Contract.
- 3.11 Without limiting the generality of the foregoing provisions, none of the Engineer's actions or responsibilities shall be interpreted as taking away from the Contractor's role and responsibilities.
- 3.12 Neither the giving of any orders by the Engineer pursuant to these provisions nor the carrying out of such orders by the Contractor shall entitle the Contractor to any extra payment, nor relieve the Contractor of their responsibilities under the Contract.
- 3.13 The Engineer shall determine if and when Substantial Performance and Final Completion are achieved and shall certify the dates thereof.
- 3.14 If the Contractor disputes the Engineer's determination or order on any of the foregoing matters, the Contractor shall act in accordance with the Engineer's determination or order. The Contractor may concurrently appeal the Engineer's determination.

SECTION 4 RESPONSIBILITIES OF THE CONTRACTOR

General (Clauses 4.1 to 4.6)

- 4.1 The Contractor shall provide all plant, material, labour, services and incidentals necessary for the performance of the Work.
- 4.2 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.
- 4.3 The Contractor shall perform, complete and maintain the Work in strict accordance with the Contract. If the Contract or any part of the Contract appears indefinite, unclear or contradictory, the Contractor shall refer the matter to the Engineer in writing for interpretation or clarification. The Contractor shall be





responsible for conveying the interpretation or clarifications of the Contract, as given by the Engineer, to the Subcontractors.

- 4.4 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 progress and completion in a sound and workmanlike manner, in all respects in strict conformity with the Contract.
- 4.5 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.
- 4.6 The Contractor must arrange and carry on its Work so as not to conflict with Work being carried on or to be carried on for, or at the request of the Owner by other contractors or by the Owner's employees. If the Contractor finds it difficult to work in harmony with such parties, the Contractor shall notify the Engineer promptly in writing.

Regulatory Requirements (Clauses 4.7 to 4.10)

- 4.7 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 (2) or more laws, by-laws, ordinances, regulations or codes applicable to the Work, the most restrictive shall apply.
- 4.8 Where building codes, material specifications, provincial or federal laws, local ordinance, industry standards and utility company regulations are quoted or implied, the latest revision shall apply.
- 4.9 The Contractor shall obtain all approvals, clearances, permits, licenses and certificates required by law or by any by-laws, ordinances, regulations, codes or orders of the authorities having jurisdiction and which relate to the Work (but this shall not include the obtaining of permanent easements or rights of servitude). The Contract Price shall include the costs of these approvals, clearances, permits, licenses and certificates.
- 4.10 The Contractor shall give any notices required by law or by-laws, ordinances, regulations, codes or orders of the authorities having jurisdiction and which relate to the Work.

Workplace Safety and Health (Clauses 4.11 to 4.14)

- 4.11 The Contractor is the Main Contractor for the Work at the Site and, notwithstanding any of the actions of the Engineer or the Owner in accordance with these General Conditions or the Contract, shall have all of the duties and responsibilities of the Main Contractor.
- 4.12 To satisfy all the requirements of *workplace safety and health,* the Contract entered into between the Contractor and the Owner, which incorporates these General Conditions, is a contract to serve as the Main Contractor.





- 4.13 In addition to its role as Main Contractor, the Contractor may also be an "employer" and "contractor", and shall have all of the duties and responsibilities of an employer and contractor.
- 4.14 The Contractor shall be solely responsible for workplace safety at the Site and at any other locations where the Contractor's employees or Subcontractors may be undertaking the Work and for compliance with all laws, rules, regulations and practices required by the applicable construction and workplace safety legislation.

Supervision and Instructions (Clauses 4.15 to 4.21)

- 4.15 The Contractor shall provide competent, suitably qualified personnel to perform the Work. The Contractor shall at all times maintain good discipline and order at the Site.
- 4.16 The Contractor shall obey, perform and comply with the Engineer's orders, instructions, rules and procedures with respect to the Work or concerning the conduct of the Work promptly, efficiently and to the satisfaction of the Engineer; and the Contractor will assist other contractors, their employees, subcontractors and agents to do the same.
- 4.17 The Contractor shall employ and keep on the Work and at the Site at all times during the performance of the Work, a competent and responsible Site Superintendent, and any necessary assistants.
- 4.18 The Site Superintendent shall represent the Contractor at the Site and shall be responsible for accepting or acting on any instructions from the Engineer in the place of the Contractor.
- 4.19 The Site Superintendent shall maintain a detailed weekly report outlining construction activities to be available upon request by the Engineer.
- 4.20 If the Engineer 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.
- 4.21 If the Engineer orders the Contractor or their Subcontractor to stop work in whole or in part, the Contractor shall not recommence construction on the affected portion of the Work until directed to do so in writing by the Engineer.

Subcontracts and Assignments (Clauses 4.22 to 4.25)

- 4.22 The Contractor shall not, without prior written consent of the Owner, assign either directly or indirectly, any right or obligation of the Contractor under the Contract to any person.
- 4.23 The Contractor, when requested by the Engineer, shall provide a complete list of Subcontractors whom the Contractor proposes to engage, along with a brief description of each Subcontractor's qualifications, roles and responsibilities within seven (7) calendar days of the request. The Contractor agrees not to employ any Subcontractor to whom the Engineer may reasonably object. The Contractor shall not make any change to the list of Subcontractors without prior written notification to the Engineer.



- 4.24 The Contractor, with respect to the Work to be performed under subcontract shall:
 - (a) enter into contracts or written agreements with its Subcontractors that incorporate the terms and conditions of this Contract and that 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 or omissions of its Subcontractors and of persons directly or indirectly employed or engaged by them as for acts and omissions of person directly employed or engaged by the Contractor.
- 4.25 Nothing in this Contract creates any contractual relationship between the Owner and a Subcontractor.

Public Conveniences and Safety (Clauses 4.26 to 4.29)

- 4.26 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) all fire or other hazards in or about the Work or its Site are eliminated;
 - (d) the health and safety of all persons employed or engaged in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (e) medical services are available to all persons employed or engaged on the Work or its Site at all times during the performance of the Work; and
 - (f) sanitation measures are taken and facilities provided with respect to the Work and its Site.
- 4.27 The Contractor shall provide and maintain, at their own expense, and in a manner approved by the Engineer, such temporary roads, other than temporary bridge crossings ordered in writing by the Engineer, as may be necessary to provide access to driveways, houses, buildings, or other property affected by the Works under construction. When ordered in writing by the Engineer, the Contractor shall provide temporary bridge crossings satisfactory to the Engineer which shall constitute a Change in the Work.
- 4.28 Where in the course of completing the Work the Contractor must disrupt water service, the Contractor shall notify all affected consumers and the appropriate municipal and waterworks officials at least forty-eight (48) hours in advance. Where the disruption is of duration in excess of twelve (12) consecutive hours, the Contractor shall, at their own expense, provide a temporary supply of potable water to



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PART 2

consumers, either by means of a portable hose line connected to the consumer's outside hose bibb, or other means as may be approved by the Engineer. Under no circumstances shall water service be disrupted for more than twelve (12) hours per day.

4.29 The Contractor shall keep access to all fire hydrants free from obstructions.

Protection of Work and Property (Clauses 4.30 to 4.35)

- 4.30 The Contractor shall protect the Work, the Site, property adjacent to the Site and hauling roads from damage which may arise as a result of the Contractor's operations under the Contract, and shall be responsible for such damage, except damage which occurs as a result of acts or omissions by the Owner, the Engineer, other contractors, their agents and employees.
- 4.31 Before commencing any Work, the Contractor shall determine the location of all underground utilities as well as all structures which may affect the construction of the Work.
- 4.32 Should the Contractor, in the performance of the Work, damage the Work, the Site or property adjacent to the Site, the Contractor shall be responsible for making good such damage at the Contractor's expense.
- 4.33 If at any time in the opinion of the Engineer, damage is being done to hauling roads by the Contractor's vehicles or equipment, the Contractor shall at its own expense on the direction of the Engineer make suitable changes in, or substitutions for such vehicles or equipment, or shall alter the loading or shall in some other satisfactory manner remove the cause of such damage.
- 4.34 All hauling vehicles shall comply fully with all the provisions of *any traffic acts* and any restrictions that may be imposed under the authority of such acts.
- 4.35 If directed by the Engineer, the Contractor shall at its own expense and to the satisfaction of the Engineer, repair the damage caused to hauling roads by the operation of the Contractor's vehicles or equipment.

Protection of Survey Monuments (Clause 4.36)

4.36 Before commencing any Work, the Contractor shall acquaint themselves with the locations of survey monuments located on the Site. The Contractor shall ensure that all survey monuments are protected and are not removed, altered or damaged. Should the Contractor in the performance of the Work remove, alter or damage the survey monuments, the Contractor shall be responsible for repairing or replacing such survey monuments at the Contractor's expense.

Layout (Clauses 4.37 to 4.38)

4.37 Where appropriate, construction stakes will be placed by the Engineer to mark the location, alignment and elevation of the Work. The Contractor shall assume full responsibility for dimensions and elevations measured from the stakes and shall ensure that all stakes placed by the Engineer on the Work or its Site are protected and are not removed, defaced, altered or destroyed. The Contractor shall provide such



jdb project engineering

PART 2

assistance as may be required by the Engineer in giving lines and grades. No compensation shall be paid to the Contractor for required assistance in setting lines and grades or for the loss of time on account of such necessary suspension of Work or otherwise on the account of the requirements of this Clause. The Contractor shall give at least four (4) calendar days' notice to the Engineer prior to requiring any staking work.

4.38 The Engineer will establish the structure centreline; the location offset stakes for one of the substructure units, and one benchmark. The Contractor shall be responsible for all measurements and elevation settings taken from the substructure unit and the benchmark established by the Engineer.

Document Review (Clause 4.39)

4.39 The Contractor shall review the Contract Documents and shall report promptly to the Engineer any error, inconsistency or omission the Contractor may discover. In making this review, the Contractor shall meet a standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor performing similar work for similar projects. The Contractor shall promptly request clarification in writing upon discovery of any errors, inconsistencies or omissions in the Contract Documents. Additional work made necessary because of the failure by the Contractor to request clarification promptly following the discovery of such errors, inconsistencies or omissions by the Contractor in the contract documents shall be carried out and completed at the Contractor's expense.

Construction Schedule (Clauses 4.40 to 4.41)

- 4.40 The Contractor shall monitor the progress of the Work relative to the Construction Schedule that was provided to the Owner, and update the schedule on a bi-weekly basis, or as requested by the Engineer.
- 4.41 Failure to provide schedule updates, as requested by the Engineer, shall result in delays to progress payments until a satisfactory schedule has been submitted to the Engineer.

Shop Drawings (Clause 4.42)

4.42 Detailed Shop Drawings, where required by the contract documents, shall be prepared and submitted to the Engineer for examination and review at least ten (10) calendar days prior to the commencement of the related Work. Prior to submission to the Engineer, the Contractor shall review all Shop Drawings (stamped with date and signature). By this review the Contractor represents that they have determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data and has checked and coordinated each Shop Drawing with the requirement of the Work and of the Contract. Three (3) copies of each Shop Drawing shall be submitted to the Engineer. One (1) copy will be returned with any corrections noted thereon. Corrections shall then be made and a duplicate of the revised Shop Drawing(s) shall be submitted for the review of the Engineer. The Contractor shall not proceed with shop fabrication until such drawings have been reviewed by the Engineer. Such review shall not relieve the Contractor of any responsibility for errors or omissions discovered subsequently.





Documents and Drawings at the Site (Clause 4.43)

4.43 The Contractor shall keep one (1) copy of the current contract documents, Change Orders, Extra Work Allowance disbursement authorizations, submittals, weekly reports, reports and records of meetings at the Site, in good order and available to the Engineer. The Contractor shall maintain a set of drawings on which the Contractor shall make any changes to the Work at the end of each week. These drawings will be called the "Marked-Up Drawings". Marked-Up Drawings shall be kept in good order and made available to the Engineer for review at the Site. The Contractor shall record on the Marked-Up Drawings the Changes in Work as they occur. Changes in the Work shall be indicated on the Marked-Up Drawings by the use of coloured lines and suitable notations. The Contractor shall provide a completed set of Marked-Up Drawings to the Engineer prior to the approval of final payment.

Existing Works and Material (Clause 4.44)

4.44 When construction operations require the removal of existing works or materials for the proper completion of the Work, the Contractor shall ensure the existing works or materials are carefully salvaged, sorted and piled near the Site, or otherwise disposed of, as directed by the Engineer.

Sewage Handling (Clauses 4.45 to 4.47)

- 4.45 When construction operations require the handling of raw sewage, the Contractor shall maintain sewage pumping service to the treatment facility for the duration of the Contract. The Contractor shall provide all necessary equipment to handle raw sewage in the proper manner to ensure continuous operation of the sewage flow to the proper destination. Temporary portable pumping equipment shall be utilized by the Contractor whenever required. The Contractor shall provide such equipment of a size and pumping rate adequate to ensure the continuous operation of the sewage system.
- 4.46 Under no circumstances shall raw sewage be discharged into ditches, land, streams, lakes or watercourses by the Contractor during the performance and execution of the Work.
- 4.47 The Contractor shall ensure that it complies with all relevant regulatory health and environmental laws with respect to the handling of any raw sewage.

Site Security and Cleaning Up (Clauses 4.48 to 4.51)

- 4.48 The Contractor shall be solely responsible for securing the Site, and any existing facility on the Site, and for the proper care and protection of the Work already performed.
- 4.49 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. Waste and debris shall be promptly disposed of in a manner that will not contaminate or mar the surrounding area.



jdb project engineering

PART 2

- 4.50 Upon attaining Substantial Performance, the Contractor shall remove any plant and material not required for the performance of the remaining Work. The Contractor shall also remove waste and debris other than that caused by the Owner or other contractors and shall leave the Site and the Work clean and suitable for occupancy by the Owner unless otherwise specified.
- 4.51 Final Completion 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.

Manuals, Commissioning and Training (Clauses 4.52 to 4.55)

- 4.52 Before commissioning and training, the Contractor shall submit to the Engineer a draft set of manuals for all materials, equipment and controls installed under this Contract for review and approval by the Engineer. The set of manuals shall be bound in vinyl coated three (3) ring binders and assembled as follows, using only those items which are applicable:
 - (a) index;
 - (b) technical literature describing products used, including specifications;
 - (c) list of spare and replacement parts;
 - (d) names, addresses and phone numbers of all suppliers and distributors for parts, servicing and repairs;
 - (e) operating instructions (including recommended tapping procedures for service connections on any in-ground piping);
 - (f) maintenance instructions; and
 - (g) reviewed Shop Drawings which may have been produced for any custom fabricated products.
- 4.53 After the draft set of manuals has been approved, the Contractor shall proceed with the commissioning and training for the project.
- 4.54 The Contractor shall provide qualified manufacturer representatives to calibrate, test and instruct staff on the maintenance, adjustment and operation of the following equipment:
 - (a) process equipment (meters, analyzers, etc.);
 - (b) control systems (SCADA, PLC, etc.);
 - (c) electrical equipment (control panels, generators, etc.);





- (d) pumps and related control systems;
- (e) instrumentation; and
- (f) all other equipment as specified.
- 4.55 Within thirty (30) calendar days after the commissioning and training, the Contractor shall submit a final version of the set of manuals to the Engineer (which shall consist of three (3) paper copies and two (2) electronic copies), accompanied by a certified commissioning and training report, which includes the final equipment settings and performance data.

SECTION 5 CHANGES IN WORK

General (Clauses 5.1 to 5.4)

- 5.1 The Owner may order a Change in the Work at any time after award of the Contract.
- 5.2 The Contractor shall not perform a Change in Work without a Change Order.
- 5.3 Changes in Work shall be performed in accordance with the applicable Change Order and in accordance with the Contract.
- 5.4 In emergency situations or to permit an orderly progress of the Work, a written authorization may be issued by the Engineer to proceed with the Change in Work with a Change Order to follow thereafter.

Change in Work initiated by the Engineer (Clauses 5.5 to 5.8)

- 5.5 The Engineer may initiate a Change in the Work by issuing a proposed change notice to the Contractor, describing the proposed Change in the Work.
- 5.6 The Contractor shall respond to the Engineer's proposed change notice within seven (7) calendar days after receiving it, or such longer period of time as the Contractor and Engineer may agree, by completing the proposed change notice document. The proposed change notice document shall include the Contractor's estimate of the value for the proposed Change in Work, including the proposed adjustment (increase or decrease) to the Contract Price, if any.
- 5.7 STApleted proposed change notice document will constitute an offer by the Contractor to provide the Changes in Work requested by the Engineer for the cost stated in the proposed change notice document. The proposed change notice will not be binding on the Owner unless and until the Engineer accepts it in writing by issuing a Change Order to the Contractor approving the Change of Work, and any corresponding adjustment to the Contract Price, if any.





5.8 If the Engineer does not accept STApleted proposed change notice document, then neither party will have any further obligation with respect to that proposed change notice.

Change in Work Initiated by the Contractor (Clauses 5.9 to 5.12)

- 5.9 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 approved, the Contractor shall promptly submit a proposed change notice to the Engineer including:
 - (a) the reason for the proposed Change in Work;
 - (b) a detailed description of the proposed Change in Work;
 - (c) the Contractor's estimate of the value for the proposed Change in Work, including the proposed adjustment (increase or decrease) to the Contract Price, if any.
- 5.10 Upon receipt of the Contractor's proposed change notice, the Engineer shall then make an assessment as to whether a proposed Change in Work is necessary and whether the proposed change notice is approved or not, including any corresponding adjustment to the Contract Price.
- 5.11 The Contractor's proposed change notice will not be binding on the Owner unless and until the Engineer accepts it in writing by issuing a Change Order to the Contractor approving the Change of Work, and any corresponding adjustment to the Contract Price, if any.
- 5.12 If the Engineer does not accept the Contractor's proposed change notice, then neither party will have any further obligation with respect to that proposed change notice.

Valuation of a Change in Work (Clause 5.13 to 5.17)

- 5.13 The value of any Changes in Work and the adjustment (increase or decrease) in Contract Price (if any) 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; and
 - (c) by the actual cost of the Change in Work to:
 - (i) the Contractor plus ten percent (10%).
 - (ii) the Sub Contractor plus ten percent (10%).







Note: No further markup shall be applied regardless of the extent to which the work is assigned or sublet to others.

- 5.14 "Actual cost" on any portion of the Change in Work undertaken by the Contractor's own forces or by a Subcontractor shall mean the direct cost of labour plus an allowance for direct supervision and payroll burden, purchase or rental of plant and material and any other payments made by the Contractor with the prior approval of the Engineer that are necessary for the performance of the Change in Work. Equipment rental costs shall be paid for in accordance with the rates reasonably expected for the area where the works takes place.
- 5.15 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.
- 5.16 If the valuation of the Change in Work or adjustment to the Contract Price cannot be promptly agreed upon and the Engineer requires the Change in Work to proceed, then the Engineer will determine the method of valuation and the adjustment to the Contract Price. The Engineer shall issue a Change Order to the Contractor approving the Change in Work and setting out the method of valuation, and any approved adjustments to the Contract Price.
- 5.17 If the Contractor disputes a determination made by the Engineer, the Contractor shall act in accordance with the Engineer's determination. The Contractor may concurrently appeal the determination of the Engineer to the Owner.

Extra Work Allowance (Clause 5.18)

5.18 The Owner reserves the right to include an Extra Work Allowance in the Contract Price. If an Extra Work Allowance is included, the Owner shall use it to account for payment for Changes in Work, if any. Disbursements under the Extra Work Allowance shall be authorized in writing by the Engineer in a Change Order and valued as provided for. The Contract Price shall be adjusted by Change Order to provide for any difference between the disbursements authorized under this paragraph and the Extra Work Allowance.

Cost Records (Clause 5.19 to 5.20)

- 5.19 Where the value of the Change in Work will be determined on an actual cost basis, the Contractor shall keep a daily time log, indicating the name, rate of pay and hours of work for each of the persons employed by the Contractor or a Subcontractor, number of hours the equipment was employed for the Change in Work. Time records shall be verified by Owner and/or Engineer.
- 5.20 Upon request by the Engineer, the Contractor shall provide the Engineer with:
 - (a) a copy of the daily time logs and, a detailed and accurate statements showing:
 - (i) description, cost (including expenses for operation and maintenance) and time for plant used by the Contractor; and





- (ii) description, cost and quantity for material used by the Contractor;
- (b) access to any cost records (including payroll records, time books and invoices) or other data necessary to verify the accuracy of the time logs and such statements.

SECTION 6 RIGHT OF ENTRY

- 6.1 The Contractor shall not be entitled to exclusive possession of the Site.
- 6.2 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 Engineer may require. If the Owner does enter, occupy or use the Site, the Owner, its agents, representatives or other persons entering, occupying or using the Site shall provide the Contractor with prior notice, and will comply with any instructions given by the Contractor in its role as Main Contractor.
- 6.3 Such entry, occupation or use shall not constitute acceptance of the Work by the Owner nor shall it relieve the Contractor of the responsibility to complete the Work.

SECTION 7 PLANT AND MATERIAL

General (Clauses 7.1 to 7.4)

- 7.1 All material shall be new, fit for the purpose intended and shall meet or exceed the kind, quality and quantity of the same specified in the Contract, except those specifically set forth in the specifications or the Special Provisions. If required, the Contractor shall provide evidence satisfactory to the Engineer that the foregoing requirements have been met.
- 7.2 The Contractor shall not remove any plant or material that has been brought to the Site and which is required to complete the Work without the prior written consent of the Engineer until the date of Final Completion.
- 7.3 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 written consent of the Engineer.
- 7.4 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. Upon request by the Engineer, the Contractor shall prove that such Plant and Material are at the place and in the condition required by the Owner.



jdb project engineering

PART 2

Material Supplied by the Owner (Clauses 7.5 to 7.9)

- 7.5 The Owner may enter into separate contracts with third parties for the supply of certain material which shall be used by the Contractor in connection with the Work.
- 7.6 When a separate contract is entered into by the Owner for the supply of certain Material, the Owner shall pay the third party supplier directly (and therefore any costs for such material shall not be included in the Contract Price), and the Owner shall make arrangements with the third party supplier to have the material delivered to the nearest Owner approved storage facility or the Site.
- 7.7 Where material supplied by the Owner is delivered prior to Contract award:
 - (a) the Contractor and the Engineer shall visit the location where the material is stored after Contract award and confirm the quantities required for the Work;
 - (b) the Owner shall, at its cost, continue to store the material at its approved storage facility until the material is required for the Work;
 - (c) the Contractor shall give the Engineer written notice at least five (5) calendar days' prior to the date the material supplied by the Owner is required for the Work;
 - (d) The Contractor shall arrange for the pick up and delivery of the Material from the Owner's approved storage facility to the Site. The cost for any such pick up and delivery, including loading and unloading, shall be at the Contractor's cost;
 - (e) The Contractor must comply with best commercial practices to ensure that the material is delivered and arrives safely at the Site; and
 - (f) The Contractor shall assume the care, custody and control of such material once the Contractor receives the material for pick up and delivery to the Site.
- 7.8 Where the material supplied by the Owner is available for delivery after Contract award:
 - (a) the Owner will arrange for the delivery of the material to the Site at the cost of the Owner;
 - (b) the Engineer and the Contractor shall jointly count and inspect the material delivered to the Site. If the count or inspection shows that the material does not comply with the Specifications, the material will be rejected and returned to the supplier;
 - (c) once the material has been satisfactorily counted, inspected or reviewed by the Engineer and the Contractor, the Engineer and the Contractor shall sign a receipt and acceptance for the material; and
 - (d) thereafter, the Contractor shall assume the care, custody and control of such material at the Site.







7.9 The Contractor shall not use any material supplied by the Owner except for the purpose for which it was supplied in connection with the Contract.

- 8.1 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.
- 8.2 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.
- 8.3 The Work shall remain at the risk and responsibility of the Contractor from the commencement of the Work until the date of Substantial Performance.
- 8.4 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 Final Completion.
- 8.5 The Contractor shall, at their own cost, be required to maintain the Work, make good all damage thereto and imperfections therein and to deliver STApleted Work to the Owner in accordance with the provisions of the Contract.
- 8.6 The Contractor shall provide adequate protection (including proper storage facilities) for all material that is subject to deterioration by weather conditions, during their transportation, handling, storage and use by the Contractor.





SECTION 9

INSPECTION

Inspection – General (Clauses 9.1 to 9.6)

- 9.1 The Contractor shall provide the Engineer access, whether at the Site or at the premises of the Contractor or any Subcontractor, to observe and inspect the Work and its progress.
- 9.2 The Contractor shall provide the Engineer any and all assistance which the Engineer may require to observe and inspect the Work.
- 9.3 The Contractor shall provide the Engineer any samples required to inspect the Work.
- 9.4 If the Contractor covers the Work that is subject to inspection, or before any special tests and approvals are completed without approval of the Engineer, the Contractor shall, if and when required by the Engineer, take down, uncover and rebuild that portion of the Work, to have the inspection satisfactorily completed. The costs of such taking down, uncovering and rebuilding, if any, shall be borne by the Contractor.
- 9.5 When required by the Engineer, the Contractor shall take down or uncover any portion of the Work where the Engineer determines that the Work is not in accordance with the Contract. If such Work is found to be in accordance with the Contract, the Owner shall pay the cost of such taking down, uncovering and rebuilding, together with the cost of subsequent verification testing. If such Work is found not to be in accordance with the Contract, the Contractor shall pay such costs.
- 9.6 The inspection of the Works shall not relieve the Contractor of full responsibility for the quality, proper operation and performance of the Work.

Inspection of Certain Construction Operations of the Work (Clauses 9.7 to 9.8)

- 9.7 The Contractor shall ensure that the Engineer is at the Site while the following construction operations of the Work are in progress, unless otherwise authorized by the Engineer:
 - (a) pipe laying;
 - (b) backfilling;
 - (c) placing concrete;
 - (d) construction involving existing works or utilities; and
 - (e) commissioning and training.



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PART 2

9.8 The Contractor shall give the Engineer at least forty-eight (48) hours' notice before commencing the above construction operations. The notice shall indicate the time and date the Contractor plans to proceed with the applicable construction operation(s). It shall be the responsibility of the Contractor to ensure that the Engineer is available to observe and inspect the above construction operations of the Work.

Defective Work (Clauses 9.9 to 9.11)

- 9.9 If the Engineer determines that the Work, or any part of the Work, is defective or deficient, the Owner shall have the right to do any one or more of the following in addition to anything permitted in the Contract or by law:
 - (a) if the Engineer determines that any plant is defective, deficient or otherwise unfit for the purpose intended, the Engineer 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 Engineer determines that any material which is not yet incorporated into the Work is defective, deficient or otherwise unfit for the purpose intended, the Engineer 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 Engineer determines that the Work or any portion of the Work, including any material which is incorporated in the Work, is defective, deficient or otherwise unfit for the purpose intended, the Engineer may direct the Contractor to repair, reconstruct, replace or otherwise remedy the defect or deficiency; and
 - (d) if the Engineer 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 which shall be determined by the Engineer.
- 9.10 The Contractor shall carry out the directives of the Engineer within seven (7) calendar days of being notified by the Engineer. Where a defect or deficiency causes an interruption of water services to consumers, the Contractor shall carry out the directives of the Engineer and restore service within twenty-four (24) hours of being notified by the Engineer. In addition, the Contractor shall be responsible for the cost of any additional inspections necessitated thereby.
- 9.11 The Owner shall be entitled, in its sole discretion, to use the Work or any portion of the Work 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.


GENERAL CONDITIONS FOR MINOR CONSTRUCTION CONTRACTS

PART 2



SECTION 10

PROGRESS OF WORK

- 10.1 The Contractor shall perform the Work in accordance with the approved Construction Schedule.
- 10.2 The Contractor shall achieve Substantial Performance within the time specified in the Contract. The time to achieve Substantial Performance shall be specified either as a stipulated date, or as a specific number of Working Days.
- 10.3 Where the date of Substantial Performance is specified in Working Days, the counting of Working Days shall commence twenty-one (21) calendar days after the date the Owner signs the "Acceptance" in the Tender Form or the Agreement, or the date the Contractor commences Work, whichever occurs first. If, in the opinion of the Engineer, seasonal (atmospheric and/or ground) conditions are such that the Contractor cannot commence Work within the twenty-one (21) calendar days after the date the Owner signs the "Acceptance" in the Tender Form or the agreement, the Contractor shall be notified. Thereafter, at such time as the Contractor is notified that, in the opinion of the Engineer, seasonal conditions are suitable, the counting of Working Days shall commence fourteen (14) calendar days after such notification is made or the Contractor commences Work, whichever occurs first.
- 10.4 The Engineer shall at the end of each day certify on a time sheet as to whether or not a day is to be considered a Working Day or a non-working day.
- 10.5 If the Contractor is delayed in the performance of the Work by reasons of strikes or lockouts, an act of God, or any other cause which the Contractor satisfies the Engineer to be totally beyond the Contractor's control, the Construction Schedule shall be adjusted by a period of time equal to the time lost due to such delay. No extension for delay shall be approved unless a notice of claim is received by the Engineer from the Contractor within five (5) calendar days of the date on which the cause of the delay arose. Any notice or claim for extension must state the cause of the delay and the length of the extension requested. In the case of a continuing delay, only one claim for an extension shall be necessary.
- 10.6 If the Contractor fails to achieve Substantial Performance in accordance within the time specified in the Contract, the Contractor shall pay the Owner the amounts per Working Day (as specified in the Tender Form (Form No. JDB 3A) for each and every Working Day during which the failure continues. The Contractor acknowledges and agrees that the amounts specified as liquidated damages set out in the Tender Form are based on a genuine pre-estimate of the Owner's losses (and is not a penalty) in the event the Contractor does not achieve Substantial Performance by the time specified in the Contract. The Owner may reduce any payment to the Contractor by the amount of any liquidated damages assessed.



GENERAL CONDITIONS FOR MINOR CONSTRUCTION CONTRACTS





SECTION 11

CLAIMS AND PAYMENT

General (Clauses 11.1 to 11.5)

- 11.1 Unless otherwise specified in the specifications, Special Provisions or agreed to in writing by the Owner and the Contractor, 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.
- 11.2 The amounts to be paid by the Owner to the Contractor shall be the sums approved by the Engineer in the progress estimates and the request for final payment.
- 11.3 For unit price items, such sums shall be determined by the Engineer upon the basis of the unit prices for the various items of the Work stated on the Contractor's Schedule of 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 unit price item listed on the Schedule of Prices and performed in accordance with the Contract, and pricing the same, in accordance with the unit prices stated thereon.
- 11.4 For lump sum items, such sums shall be determined by the Engineer upon the basis of the lump sum price stated on the Schedule of Prices. Where, in the opinion of the Engineer, the lump sum prices are unbalanced, the payments for the applicable lump sum item may be made on a pro-rata basis over the duration of the Contract.
- 11.5 As stated in the Instructions to Bidders, the unit or lump sum prices in the Schedule of Prices shall be all inclusive, and shall include: (i) the cost of the various items of Work as set forth in the Contract; (ii) the cost to furnish all material (except as otherwise provided in the Contract); (iii) the cost to furnish all plant, labour, transportation and incidentals necessary for the proper completion of the Work which the Contractor is required to do in accordance with the terms and conditions of the Contract; and (iv) all insurance, Worker's Compensation, vacation pay, custom duties, sales taxes, excise taxes and all other charges, costs and assessments.

Increased or Decreased Costs (Clauses 11.6 to 11.9)

- 11.6 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.
- 11.7 The Contract Price shall be adjusted if any change in a tax imposed under any *Tax Acts* applicable:
 - (a) occurs after the Submission Deadline; and
 - (b) affects the cost of the Work to the Contractor.



jdb project engineering

PART 2

- 11.8 If a tax change referred to above 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.
- 11.9 Where a tax is changed after the Submission Deadline but public notice of the change has been given by the applicable Authority 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 (Clauses 11.10 to 11.12)

- 11.10 Progress payments to the Contractor shall be made on a monthly basis, except if otherwise agreed to.
- 11.11 The Contractor shall prepare a progress estimate setting out the quantity and value of the Work performed during the preceding the above period agreed to.
- 11.12 The Engineer shall sign each progress estimate signifying that the Engineer agrees with and approves the Contractor's estimate of the quantity and value of the Work completed. The Engineer's approval of a progress estimate will make the amount of the progress estimate valid for payment.

Holdbacks (Clauses 11.13 to 11.15)

- 11.13 The Owner shall retain a holdback in the amount ten percent (10%) from all progress payments made by the Owner to the Contractor.
- 11.14 All holdbacks will pay out 40 days after Certificate of Substantial Completion.
- 11.15 Any progress payments made by the Owner to the Contractor shall also be less any other amounts which the Owner is entitled to withhold pursuant to the Contract.

Substantial Performance (Clauses 11.16 to 11.18)

- 11.16 When the Contractor considers that the Work is substantially performed, the Contractor shall submit an application for Substantial Performance to the Engineer. The Contractor's application shall detail a list of items to be completed or corrected for review by the Engineer to establish Substantial Performance of the Work or Substantial Performance of the designated portion of the Work. Failure to include an item on the list does not alter the responsibility of the Contractor to complete the Contract.
- 11.17 The Engineer will review the Work to verify the validity of the application and shall promptly advise the Contractor that:
 - (a) the Work or the designated portion of the Work is not substantially performed and give reasons why; or





PART 2

- (b) the Work or the designated portion of the Work is Substantially Performed and issue a Certificate of Substantial Performance.
- 11.18 The Engineer shall further confirm in writing the list of items to be completed or corrected by the Contractor. Such items shall be listed in the completion Certificate. The completion Certificate shall also establish a reasonable date for finishing the Work and correcting deficient Work.

Payment of Holdback Upon Substantial Performance (Clauses 11.19 to 11.20)

- 11.19 After the issuance of the Certificate of Substantial Performance, the Contractor shall submit for the Engineer's review and approval an application for payment of the holdback amount.
- 11.20 After the Engineer approves the application for payment from the Contractor the performance holdback may be reduced at the discretion of the Owner to the value of the portion of the Work not completed, if such a reduction is recommended by the Engineer.

Final Payment (Clauses 11.21 to 11.27)

- 11.21 When the Contractor considers that the Work is completed, the Contractor shall submit a request for final payment.
- 11.22 The Engineer will then review the Work to verify the validity of the request and shall promptly advise the Contractor that:
 - (a) the request is not valid and give written reasons why it is not; or
 - (b) the request is valid and shall certify Final Completion on the completion Certificate, which shall be signed by the Engineer, the Contractor and the Owner.
- 11.23 After the issuance of the completion Certificate, the Engineer shall recommend the Owner approve the Contractor's request for final payment. The Owner's approval of the final payment shall be subject to the receipt by the Engineer of STApleted set of marked-up drawings.
- 11.24 The final payment, 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.
- 11.25 Neither the issuance of a Completion Certificate nor the payment of the final payment shall relieve the Contractor from their responsibilities during the Warranty Period or as a result of any breach of the Contract by the Contractor including, but not limited to, defective or deficient Work appearing after Final Completion, nor shall it conclude or prejudice any of the powers of the Engineer hereunder.
- 11.26 Acceptance by the Contractor of the final payment shall constitute a waiver and release by the Contractor of all claims against the Owner whether for payment for Work done, damages or otherwise arising out of the Contract.





PART 2

11.27 If the Contractor disputes a determination made by the Engineer with respect to a progress estimate or the final payment, the Contractor shall be paid in accordance with the Engineer's determination. The Contractor may concurrently appeal the determination to the Owner.

Contractor's Financial Obligations (Clauses 11.28 to 11.29)

- 11.28 The Contractor shall make prompt payment to their Subcontractors, their employees or an account of the purchase or rental of plant or material.
- 11.29 The Contractor shall promptly secure a discharge of a lien or trust claim served upon the Owner.

SECTION 12 WARRANTY

General (Clause 12.1)

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

Warranty Period (Clauses 12.2 to 12.3)

- 12.2 Unless specifically stated in the Special Provisions, the warranty period shall begin on the date of Substantial Performance and shall expire one (1) year thereafter unless extended in which case it shall expire when provided for under the following:
 - (a) if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, then 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 Engineer; and
 - (b) if all outstanding defects or deficiencies have not been corrected to the satisfaction of the Engineer by at least two (2) weeks prior to the date on which the warranty would expire except for this section, then the Engineer 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 Engineer as still outstanding and uncorrected or for any portion of the Work whose use or operation is prevented by such defects or deficiencies.



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PART 2

12.3 Notwithstanding the above, if any law 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.

Final Inspection (Clauses 12.4 to 12.6)

- 12.4 Within a reasonable time before the warranty expires, the Engineer shall request that the Contractor arrange, attend at and assist the Engineer in carrying out an inspection of the Work. If the request for inspection is made prior to the expiration of the warranty period, but the inspection does not take place until after the expiration of the warranty period, then the warranty period shall be deemed to be extended until such time after the inspection of the Work takes place.
- 12.5 If the Engineer has not requested an inspection at least two weeks prior to the expiry of the warranty period, then the Contractor shall advise the Engineer of the approaching expiry date and shall arrange for an inspection.
- 12.6 Where the warranty period has been extended, a second inspection shall be carried out before the warranty period, as extended, expires.

Warranty Work (Clauses 12.7 to 12.9)

- 12.7 The Engineer shall notify the Contractor of observed defects, deficiencies and damage within the warranty period.
- 12.8 The Contractor shall correct, to the satisfaction of the Engineer, all defects, deficiencies and damage identified by the Engineer in the manner and within the time period(s) specified in the notice.
- 12.9 If the Contractor disagrees with the Engineer's determination, the Contractor shall nonetheless comply. The Contractor may concurrently appeal the determination of the Engineer.

Acceptance of the Work (Clauses 12.10 to 12.11)

- 12.10 The Engineer shall certify acceptance of the Work upon:
 - (a) the satisfactory performance of the Work during the warranty period;
 - (b) the Contractor fully complied with the warranty work requirements; and
 - (c) the successful conclusion of any tests required under the Contract.
- 12.11 Certification of acceptance of the Work shall not relieve the Contractor from their responsibilities for any breach of the Contract, including, but not limited to, defective or deficient Work appearing after the date of such certification.



GENERAL CONDITIONS FOR MINOR CONSTRUCTION CONTRACTS



PART 2

SECTION 13 INDEMNIFICATION

General (Clause 13.1)

- 13.1 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, its 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) failure to pay and obtain a discharge of a notice of claim for lien served upon the Owner;
 - (e) failure to pay a worker's compensation assessment, or any applicable 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; and
 - (g) inaccuracies in any information provided to the Owner by the Contractor.

Settlement (Clause 13.2)

13.2 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.

Claim Fees (Clause 13.3)

13.3 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 defense of the said action, proceeding, claim or demand was undertaken on behalf of the Owner by a salaried employee of the Owner or of the jurisdiction of authority.

Payment Deduction (Clause 13.4)

GENERAL CONDITIONS FOR MINOR CONSTRUCTION CONTRACTS



jdb project engineering

PART 2

13.4 If the Contractor fails to make any payment required to be made to the Owner, 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.

SECTION 14

EVENTS OF DEFAULT

- 14.1 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 their creditors, or has a receiver or liquidator appointed in respect of their 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 Construction Schedule; or
 - (e) fails to take down, rebuild, repair, alter or amend any defective or deficient Work, or to remove any defective or deficient material; or
 - (f) fails to remedy defects or deficiencies during the warranty period in the manner and within the time periods specified by the Engineer; or
 - (g) fails to make prompt payment to their Subcontractors, their employees or on account of the purchase or rental of plant or material; or
 - (h) fails to promptly secure a discharge of a lien or trust claim served upon the Owner; or
 - (i) fails to comply with any laws, by-laws or statutory regulations; or
 - (j) refuses or neglects to comply with an order given by the Engineer; or
 - (k) commits any other breach of the Contract.
- 14.2 Any provision of the Contract may be waived only by express waiver in writing by the Owner. No express waiver of any provision shall imply the waiver of any other provision.



PART 2



SECTION 15

OWNER'S RIGHTS AND REMEDIES

General (Clauses 15.1 to 15.2)

- 15.1 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 below.

15.2 The duties and obligations imposed upon the Contractor by the Contract and the rights and remedies available to 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 Owner at law.

Withholding of Payment (Clauses 15.3 to 15.6)

- 15.3 If an event of default has occurred, the Owner may withhold or retain the whole or part of any payment to the Contractor.
- 15.4 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; and
 - (c) indemnify, compensate or reimburse the Owner for amounts paid or costs incurred by the Owner in connection with the event of default.
- 15.5 Payment of such amounts shall discharge the Owner's liability to the Contractor to the same extent as payment directly to the Contractor.
- 15.6 Upon remedy of the event of default, any amount remaining from the amount withheld will be released to the Contractor.

Taking Work out of the Contractor's Control (Clauses 15.7 to 15.14)

GENERAL CONDITIONS FOR MINOR CONSTRUCTION CONTRACTS



jdb project engineering

PART 2

- 15.7 If an event of default has occurred, the Owner may, without process or action at law, upon the Engineer giving the Contractor forty-eight (48) hours' notice, take the whole of the Work, or any part or parts thereof out of the hands of the Contractor.
- 15.8 Upon such notice being given to the Contractor, the Contractor shall immediately discontinue the Work or any part or parts thereof specified in the said notice.
- 15.9 The taking of the Work or any part thereof out of the Contractor's control shall not relieve or discharge the Contractor from any obligation under the Contract or imposed upon them by law except the obligation to complete the performance of that part of the Work that was taken out of the Contractor's control.
- 15.10 If the Work or any part thereof is taken out of the Contractor's control, all plant and material, and the interest of the Contractor in all licenses, 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.
- 15.11 The Owner shall have the right, 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.
- 15.12 When the Engineer certifies that any plant, material or any interest of the Contractor 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.
- 15.13 If the cost to the Owner of completing the Work or portion thereof 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.
- 15.14 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 (Clauses 15.15 to 15.16)

- 15.15 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.
- 15.16 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.



PART 2

SECTION 16

DISPUTE RESOLUTION

General (Clause 16.1)

16.1 The parties shall make all reasonable efforts to resolve their disputes by amicable negotiations and agree to provide, without prejudice, disclosure of relevant facts, information, and documents to facilitate these negotiations. Should it not be possible to resolve the dispute in this manner, then the dispute resolution provisions set out herein shall apply.

Contractor's Right to Appeal (Clauses 16.2 to 16.5)

- 16.2 If the Contractor disagrees with a determination or order of the Engineer, the Contractor may within seven (7) calendar days after receiving notice of the Engineer's determination or order, notify the Owner of their contention with respect thereto and request a determination thereon from the Owner.
- 16.3 If the Contractor disagrees with a determination or order of the Engineer, the Contractor may within seven
 (7) calendar days after receiving notice of the Engineer determination or order, notify the Owner of their contention with respect thereto and request a determination thereon from the Owner.
- 16.4 If the Contractor disagrees with the Owner determination, the Contractor may request that the dispute be referred to arbitration, by providing notice to the Owner within seven (7) calendar days after receiving notice of the Owner's determination.
- 16.5 If the Contractor neglects or fails to observe fully and faithfully the above conditions, the Contractor shall be deemed to have accepted the Engineer, or the Owner's determination and to have waived any said claim, at law or otherwise.

Arbitration (Clauses 16.6 to 16.8)

- 16.6 If, at any time before the termination of the warranty period, any dispute, difference or question shall arise between Owner and the Contractor regarding the Work, then every such dispute, difference or question may, with the consent of both the Owner and the Contractor, be referred to arbitration. Notwithstanding that the parties may have consent to arbitration; no arbitration shall proceed before the date of Substantial Performance.
- 16.7 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.
- 16.8 The Other Party shall reply to the request within seven (7) calendar days of receiving same.





PART 2

Referral to a Single Arbitrator (Clauses 16.9 to 16.10)

- 16.9 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.
- 16.10 If the Other Party accepts the Requesting Party's Nominee, the dispute, difference or question shall be promptly referred to that nominee.

Referral to a Panel of Arbitrators (Clauses 16.11 to 16.13)

- 16.11 If the Other Party rejects the Requesting Party's Nominee, it shall, within seven (7) calendar days of rejection, appoint its own arbitrator.
- 16.12 The Requesting Party shall, within seven (7) calendar days of receiving the Other Party's rejection, appoint its own arbitrator.
- 16.13 The arbitrators appointed under the two above Clauses 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 (Clauses 16.14 to 16.17)

- 16.14 Any arbitration applicable legislation shall apply to the arbitration in all respects except as expressly otherwise provided in these General Conditions.
- 16.15 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 applicable arbitration act.
- 16.16 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 evidences 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.
- 16.17 Where the matter proceeds with an arbitration panel, each party shall be responsible for its own legal expenses, expenses to produce expert 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.



GENERAL CONDITIONS FOR MINOR CONSTRUCTION CONTRACTS

PART 2



SECTION 17 GOVERNING LAW

- 17.1 The Contract has been entered into in the jurisdiction having authority and shall be governed by and construed and enforced in accordance with the laws of that authority.
- 17.2 The parties hereby irrevocably and unconditionally agree to the exclusive jurisdiction of the Courts in the jurisdiction having authority and all courts competent to hear appeals therefrom.

- 18.1 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 or by mail if agreed to.
- 18.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications shall be delivered to the Owner to the attention of the Engineer.
- 18.3 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.
- 18.4 Delivery to the Contractor's designated Site Superintendent shall constitute delivery to the Contractor.
- 18.5 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; and
 - (b) if delivered by email, 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.

END OF GENERAL CONDITIONS FOR MINOR CONSTRUCTION CONTRACTS



jdb project engineering

PART 3A

Project No.	jdb025			
Project Name	Corridor Active Transportation Pathway			
Submission Deadline	Date: Monday, April 28, 2025 Time: 11:00 a.m. prevailing Manitoba time			
<u>Bidder</u>				
	Name of Bidder			
	Street			
	City Province Postal Code			
(mailing address if different)	Street or P.O. Box			
	City Province Postal Code			
<u>Contact Person</u>	The Bidder hereby authorizes the following contact person to represent the Bidder for purposes of the Tender.			
	Contact Person Title			
	Telephone Number Facsimile Number			
	Email Address			
<u>Definitions</u>	All capitalized terms used in the Contract shall have the meanings ascribed to them in the General Conditions unless the context otherwise requires.			
<u>Offer</u>	The Bidder hereby offers to perform the Work in accordance with the Contract for the price quoted by the Bidder, as set out in the Schedule of Prices.			





PART 3A

<u>Tender Documents</u>	The Bidder agrees that the Tender Documents in their entirety shall be deemed to be incorporated in and shall form a part of this Tender notwithstanding that not all parts are necessarily attached to or accompany these Tender Documents.			
<u>Time</u>	This Tender shall be open for acceptance, binding and irrevocable for a period of sixty (60) calendar days after the Submission Deadline.			
<u>Time to Complete</u> <u>the Work</u>	In accordance with the General Conditions, th Substantial Performance:	e Bidder agrees to achieve		
	On or before: November 30, 2025			
<u>Liquidated Damages</u>	In accordance with the General Conditions, th that if it fails to achieve Substantial Performan specified in the Contract, the Bidder will be re following amounts per Working Day as liquida Working Day which the failure continues: Liquidated Damages: \$500.00 per working day	e Bidder acknowledges and agrees nce in accordance with the dates quired to pay STA the ited damages for each and every		
<u>Addenda</u>	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			
<u>Signatures</u>	In witness whereof the Bidder or the Bidder's	authorized official or officials have		
	signed this day of	_, 20		
	Signature of Bidder or Bidder's Authorized Off	(seal) ficial or Officials		
	-			

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





PART 3A

ACCEPTANCE

Stanley Trail Association hereby accepts the above Tender submitted by the Bidder,

______ (hereinafter, called the "Contractor") for

(insert legal name of Bidder)

STA Tender for: *Project No.*: jdb025 *Project Name*: Corridor Active Transportation Pathway *Project Description:* Asphalt Pathway, Culverts, Ditches and Landscaping, and Fencing.

Name of Surety: ______

and agrees that such acceptance shall constitute the binding Contract between STA and the Contractor for the Work.

STA hereby confirms that the Contract Price for the Work is: \$______.

STA authorizes the Contractor to commence the Work on: ______, 20_____,

Dated this _____ day of _____, 20 ____.

FOR STANLEY TRAIL ASSOCIATION:

Print Name and Title

Signature

_____(seal)





PART 3B

Schedule of Prices - Corridor Active Transportation Pathway						
Item	Payment	Supply and Install	Unit	Quantity	Unit	Amount
1	MTI 500i	Ton Soil Stripping of Pathway (200mm)	cubic m	7 315	The	
2	MTI 500i	Excavation and Disposal of Overburden		1 300		
3	MTI 700i	Subgrade Scarification and Re-Compaction (As Required)	sam	35 663		
4	MTI 1295	Non-Woven Geotextile	sa m	35,663		
5	1111255	Material For Pathway:	59.11	33,003		
5.1	MTI 801	Hot Mix Asphalt (75mm)	tonne	5,492		
5.2	MTI 701i	A-Base (200mm)	tonne	19.310		
5.3	MTI 701i	Pit Run (As Required)	tonne	16.370		
5.4	MTI 500i	Common Fill (As Required)	cubic m	6,220		
6		Landscaping		,		
6.1	MTI 550	Topsoil for Side and Back Slopes (100mm)	sg.m	36,614		
6.2	MTI 540	Seeding	sq.m	36,614		
7		Lane Marking and Separation				
7.1		Flexible Marking Post – Complete with Ground Mounts (FG 300 or approved equal)	no	112		
7.2	JDB10	Dashed Centre Line Lane Marking	m	9,600		
7.3	JDB10	Edge of Pathway Marking (Adjacent to Service Roads)	m	1,560		
7.4	JDB10	Solid Stop Lines	m	33		
8		Pathway Signage Assembly (Supply and Install Complete):				
8.1		Typical Stop Sign (R1)	no	22		
8.2		Typical Sharp Turn Warning Sign (WA1)	no	4		
8.3		Typical Shared Pathway Sign (RB93)	no	2		
8.4		Typical Right Reverse Turn Warning Sign (W1-3R)	no	6		
8.5		Typical Left Reverse Turn Warning Sign (W1-3L)	no	4		
9		Catch Basins - Complete (Nyloplast or Approved Equal)				
9.1		CB01 with H20-rated grate (1200mm Diameter Polypropylene)	no	1		
9.2		CB02 with H20-rated grate (1200mm Diameter Polypropylene)	no	1		
9.3		CB03 with H20-rated grate (600mm Diameter PVC)	no	1		
9.4		CB04 with H20-rated grate (600mm Diameter PVC)	no	1		
9.5		CB05 with H20-rated grate (600mm Diameter PVC)	no	1		
9.6		CB06 (600mm Diameter PVC)	no	1		
9.7		CB07 with H20-rated grate (900mm Diameter PVC)	no	1		
9.8		CB08 with H20-rated grate (900mm Diameter PVC)	no	1		
10	CW3610	New Corrugated HDPE Culvert:				
10.1		250mm Diameter	m	28		
10.2		300mm Diameter	m	84		
10.3		450mm Diameter	m	326		
10.4		600mm Diameter	m	23		
10.5		750mm Diameter	m	296		
10.6		900mm Diameter	m	25		
11 1	IVITI 400	1050mm Diameter		10		
11.1			m ~	12		
11.2		750mm Diameter	m ~	24		
12	MTI 400	Extension of Existing CSP Culvert:	111	24		
12 1	10111 400	450mm Diameter	m	67		
12.1		300mm Diameter Concrete Headwall Culvert @ STA 1+852	no	1		
14	MTI 400	Reduction of 900mm Diameter CSP Culvert @ STA 1+632	sum	1		
15	CW/2550	Chain Link Fence (1 22m Tall - Complete)	m	1 <u>4</u> 13		
16		Extra Work Allowance	sum	1	\$ 200 000 00	\$ 200 000 00
10			Juin	±	SUB-TOTAL	÷ 200,000.00
* PST included in all Unit Prices GST (5% of SUB-TOTAL)						
TOTAL TENDER						



PART 3C

KNOW ALL MEN BY THESE PRESENTS THAT:

	of			
(Name of Bidder)		(Place)	(the "Principal")	
				and
	of			
(Name of Surety)		(Place)	(the "Surety")	

as Surety, are held and firmly bound unto Stanley Trail Association (STA) in the sum of ten percent (10%) of the total Tender price set out in the Tender 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 Tender to the STA dated the _____day of _____, 20 ____, for

STA Tender for: *Project No.*: jdb025 *Project Name*: Corridor Active Transportation Pathway *Project Description:* Asphalt Pathway, Culverts, Ditches and Landscaping, and Fencing.

As more fully set out in the Specifications referred to in the Tender Documents.

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

SIGNED, SEALED AND DELIVERED the _____ day of _____, 20 ____.

(Name of Surety)

Ву: _____

(Seal)



PART 3C

AGREEMENT TO BOND

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

The Surety on the attached Bid Bond hereby undertakes and agrees with **STANELY TRAIL ASSOCIATION** to become bound as Surety for the Principal,

______ of _______ (Name of Bidder) (Place)

the Bidder to you on _____, 20_____ for

STA Tender for: *Project No.: jdb025 Project Name: Corridor Active Transportation Pathway Project Description: Asphalt Pathway, Culverts, Ditches and Landscaping, and Fencing.*

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 Request for Tenders, if our Principal's Tender is accepted by you, such Performance Bond to be maintained and continue in full force and effect until the expiration of the warranty period; and

In an amount equal to fifty percent (50%) of the Contract Price to be held in trust for the use and benefit of claimants of labour and materials used in the performance of the Work shown and described in the Request for Tenders, if our Principal's Tender is accepted by you, such Labour and Material Bond to be maintained and continue in full force and effect until the expiration of the warranty period.

The Performance and Labour and Material Bonds shall be in the forms specified in the Tender Documents.

It is a condition that this Agreement to Bond shall become null and void if the Performance and Labour and Material Bonds mentioned above are not required from our Principal within sixty (60) 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)
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	Ву:
(Name of Surety)	(Seal)





PART 3D

Date

Stanley Trail Association 1-23111 PTH 14 Stanley, MB R6P 0B1

STA Tender for: *Project No.*: jdb025 *Project Name*: Corridor Active Transportation Pathway *Project Description:* Asphalt Pathway, Culverts, Ditches and Landscaping, and Fencing.

Pursuant to the request of and for the account of the 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 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:





PART 3D

(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.

This Standby Letter of Credit will expire at the end of the sixtieth (60th) calendar day after the 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 the amount equal to fifty percent (50%) of the Contract Price for the due and proper performance of the Work shown and described in the Tender Documents, if our customer's Tender 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. This Standby Letter of Credit shall be in the form specified in the Tender Documents.

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

(Name of Bank or financial institution)

Per:

(Authorized Signing Officer)

Per:

(Authorized Signing Officer)





PART 3E

BOND NO	\$			
KNOW ALL MEN BY THESE PRESENTS THAT				
	_ of			
(Name of Principal)	(Place)	(the "Principal")	
AND				
	_ of			
(Name of Surety)	- (Place)	(the "Surety"),	
are held and firmly bound unto Stanley Trail As	sociation (ST	A) in the sum of		
		Dollar	rs (\$	_),

of lawful money of Canada to be paid to STA or its successors or assigns, for the payment of which 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 STA dated the

_____ day of ______, 20 ____ for

STA Tender for: *Project No.:* jdb025 *Project Name:* Corridor Active Transportation Pathway *Project Description:* Asphalt Pathway, Culverts, Ditches and Landscaping, and Fencing.

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 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 STA or to others as provided;
- (d) in every respect comply with the obligations and perform the covenants contained in the Contract; and



jdb project engineering

PART 3E

- (e) indemnify and save harmless STA against and from any and all loss, damages, costs, claims and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or other 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 of 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 the Surety have signed and sealed this bond on this

_____ day of ______, 20_____,

SIGNED, SEALED AND DELIVERED in the presence of

Witness

Principal

seal

seal

Witness

Surety

LABOUR AND MATERIAL PAYMENT BOND



jdb project engineering

PART 3F

BOND NO. ______ \$_____

Note: This Bond is issued simultaneously with another Bond in favour of STA conditioned for the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS, that ______ as principal (hereinafter called the "Principal"), and

, as surety (hereinafter called the "Surety"), are held and firmly bound unto Stanley Trail Association, as the Trustee (hereinafter called STA) for the use and benefit of the Claimants (as defined herein), and each of their heirs, executors, administrators, successors and assigns, in the sum of

Dollars (\$_____) of lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS the Principal has entered into a written contract with STA, dated the

______ day of ______, 20_____, 20_____ for

STA Tender for: *Project No.*: jdb025 *Project Name*: Corridor Active Transportation Pathway *Project Description:* Asphalt Pathway, Culverts, Ditches and Landscaping, and Fencing.

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

NOW THEREFORE the condition of this obligation is such that, if the Principal shall promptly make payment to all Claimants, for all labour and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

(1) A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract provided that a person, firm or corporation who rents equipment to the Principal to be used in the Performance of the Contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof, shall only be a Claimant to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract. The prevailing industrial value of equipment shall be determinate, insofar as it is practical to do so, in accordance with and in the manner provided for in the latest revised edition of the publication of the Manitoba Heavy Construction Association titled "Annual Directory and Equipment Rental Rates Guide" published prior to the period





PART 3F

during which the equipment was used in the performance of the Contract;

- (2) The Principal and the Surety, hereby jointly and severally agree with STA, as Trustee, that every Claimant who has not been paid as provided for under the terms of their contract with the Principal before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this bond, prosecute the suit to final judgement for such sum or sums as may be justly due to such Claimant under the terms of their contract with the Principal, and have execution thereon. Provided that STA is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provinces of this Bond. If any act, action or proceeding is taken either in the name of STA or by joining STA as a party to such proceeding, then such act, action or proceeding, shall be taken on the understanding and basis that the Claimants or any of them, who take such act, action or proceeding shall indemnify and save harmless STA against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to STA by reason thereof. Provided still further that, subject to the foregoing terms and conditions, the Claimants, or any of them, may use the name of STA to sue on and enforce the provisions of this bond.
- (3) No suit or action shall be commenced hereunder by any Claimant
 - (a) unless such Claimant shall have given written notice within the time limits hereinafter set forth to each of the Principal, the Surety and STA, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal, the Surety and STA, at any place where an office is regularly maintained for the transaction of business by such persons, or served in any manner in which legal process may be served in the Province of Manitoba. Such notice shall be given:
 - (i) in respect of any claim for the amount or any portion of thereof, required to be held back from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal, or under The Builders' Liens Act applicable to the Claimant's contract with the Principal, whichever is the greater, within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal;
 - (ii) in respect of any claim other than for the holdback, or portion thereof, referred to above, within one hundred and twenty (120) days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made under the Claimant's contract with the Principal;
 - (b) after the expiration of one (1) year following the date on which the Principal ceased work on the Contract, including work performed under the guarantees provided in the Contract; and
 - (c) other than in a court of competent jurisdiction in the Province of Manitoba and not elsewhere, and the parties hereto agree to submit to the jurisdiction of such court.
- (4) Any material change in the contract between the Principal and STA shall not prejudice the rights or interest of any Claimant under this bond, who is not instrumental in bringing about or has not caused such change.

PART 3F



- (5) The amount of this bond shall be reduced by, and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by Surety of Builders' Liens which may be filed on record against the subject matter of the Contract, whether or not claim for the amount of such lien be presented under and against this bond;
- (6) The Surety shall not be liable for a greater sum than the specified penalty of this bond.

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

____ day of ______, 20_____, 20_____,

SIGNED, SEALED AND DELIVERED in the presence of

Witness

Principal

Witness

Surety



seal

seal





PART 3G

Date

Stanley Trail Association 1-123111 PTH 14 Stanley MB, R6P 0B1

RE: PERFORMANCE SECURITY

STA Tender for: *Project No.*: jdb025 *Project Name*: Corridor Active Transportation Pathway *Project Description:* Asphalt Pathway, Culverts, Ditches and Landscaping, and Fencing.

Pursuant to the request of and for the account of the 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 to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.





PART 3G

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.

This Standby Letter of Credit will expire on expiration of the warranty period.

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

(Name of Bank or Financial Institution)

Per:

(Authorized Signing Officer)

Per:

(Authorized Signing Officer)



BIDDER'S CERTIFICATION FORM LEGISLATIVE AND SAFETY REQUIREMENTS



PART 3H

PART ONE

(Bidder to insert its name above)

declares and certifies that, if it is the successful Bidder and awarded a Contract for the work of

-_____

Tender #

(the "**Work**"):

Trades

- 1. At all times during the Contract, it will abide by all applicable requirements of *The Apprenticeship and Certification Act* and the regulations thereunder.
- 2. Without limiting the generality of Item 1 above,
 - a. it will abide by the compulsory certification trade requirements as set out in *The Apprenticeship and Certification Act* and the applicable trade regulations under that Act; and
 - b. it will abide by supervision ratios as set out in applicable trade regulations under *The Apprenticeship and Certification Act* and under *The Construction Industry Wages Act*.
- **Note to Bidder:** For a list of trades, including compulsory certification trades and supervision ratios, please refer to the Government of Manitoba's website at <u>www.gov.mb.ca</u>.

Employment Standards and Wage Rates

- 3. At all times during the Contract, it will abide by all applicable requirements of *The Employment Standards Code* and *The Construction* Industry *Wages Act* and regulations thereunder.
- 4. If requested by STA before the Contract is awarded, it will provide STA with a signed copy of the minimum wage rates applicable to the trades performing any part of the Work of this Tender.
- 5. It will post a copy of such minimum wage rates as are applicable from time-to-time during the Contract to the trades performing any part of the Work of this Tender in a conspicuous place at the Site.

Workplace Safety and Health

6. At all times during the Contract, it will comply with all applicable requirements of *The Workplace Safety and Health Act* and regulations thereunder.



BIDDER'S CERTIFICATION FORM LEGISLATIVE AND SAFETY REQUIREMENTS



PART 3H

PART TWO

The Bidder further declares and certifies that (Bidder must choose one):

a. It has a valid Certificate of Recognition (COR) issued in accordance with the Canadian Federation of Construction Safety Associations COR program, by either the Manitoba Heavy Construction Association Safety Program or by the Construction Safety Association of Manitoba. The COR number is ______ and was issued on ______ (date).

OR

b. It has a valid Small Employer Certificate of Recognition (SECOR), issued in accordance with the Canadian Federation of Construction Safety Associations COR program, by either the Manitoba Heavy Construction Association or by the Construction Safety Association of Manitoba. The SECOR number is ______ and was issued on ______ (date).

OR

c. It has a current COR Equivalency Letter (COREL) issued in accordance with the Canadian Federation of Construction Safety Associations COR program, by either the Manitoba Heavy Construction Association or by the Construction Safety Association of Manitoba. The COREL is dated ______.

Witness

Signature of Bidder

Date





PART 3I

PART ONE

(Subcontractor to insert its name above)

is a Subcontractor of

(insert Contractor's name above)

with respect to Tender #______ - _____ (the "Work"):

The Subcontractor declares and certifies that:

<u>Trades</u>

- 1. At all times during the Contract, it will abide by all applicable requirements of *The Apprenticeship and Certification Act* and the regulations thereunder.
- 2. Without limiting the generality of Item 1 above,
 - a. it will abide by the compulsory certification trade requirements as set out in *The Apprenticeship and Certification Act* and the applicable trade regulations under that Act; and
 - b. it will abide by supervision ratios as set out in applicable trade regulations under *The Apprenticeship and Certification Act* and under *The Construction Industry Wages Act*.

Employment Standards and Wage Rates

3. At all times during the Contract, it will abide by all applicable requirements of *The Employment Standards Code* and *The Construction* Industry *Wages Act* and regulations thereunder.

Workplace Safety and Health

4. At all times during the Contract, it will comply with all applicable requirements of *The Workplace Safety and Health Act* and regulations thereunder.

Note to Subcontractor: For a list of trades, including compulsory certification trades and supervision ratios, please refer to the Government of Manitoba's website at <u>www.gov.mb.ca</u>.





PART 3I

PART TWO

The Subcontractor further declares and certifies that (Subcontractor must choose one):

a. It has a valid Certificate of Recognition (COR) issued in accordance with the Canadian Federation of Construction Safety Associations COR program, by either the Manitoba Heavy Construction Association Safety Program or by the Construction Safety Association of Manitoba. The COR number is ______ and was issued on ______ (date).

OR

b. It has a valid Small Employer Certificate of Recognition (SECOR), issued in accordance with the Canadian Federation of Construction Safety Associations COR program, by either the Manitoba Heavy Construction Association or by the Construction Safety Association of Manitoba. The SECOR number is ______ and was issued on ______ (date).

OR

c. It has a current COR Equivalency Letter (COREL) issued in accordance with the Canadian Federation of Construction Safety Associations COR program, by either the Manitoba Heavy Construction Association or by the Construction Safety Association of Manitoba. The COREL is dated ______.

OR

d. It is currently registered in a COR safety program with either the Manitoba Heavy Construction Association or by the Construction Safety Association of Manitoba. The date on which it registered is ______.

In witness whereof, the Subcontractor has signed this Certification on the date noted below:

Witness

Signature of Subcontractor

Date





PART 4



1. TOPSOIL STRIPPING

- 1.1. Refer to latest version of MTI 500i for specifications and Measurement and Payment information
- 1.2. https://www.gov.mb.ca/mti/contracts/pdf/manual/500i.pdf

2. EXCAVATION

- 2.1. Refer to latest version of MTI 500i for specifications and Measurement and Payment information
- 2.2. https://www.gov.mb.ca/mti/contracts/pdf/manual/500i.pdf

3. SCARIFICATION

3.1. Refer to latest version of MTI 700i for specifications and Measurement and Payment information
3.2. <u>https://www.gov.mb.ca/mti/contracts/pdf/manual/700i.pdf</u>

4. <u>GEOTEXTILE</u>

4.1. Refer to latest version of MTI 1295 for specifications and Measurement and Payment information
4.2. <u>https://www.gov.mb.ca/mti/contracts/pdf/manual/1295.pdf</u>

5. BITUMINOUS PAVEMENT

- 5.1. Refer to latest version of MTI 801 for specifications and Measurement and Payment information
- 5.2. https://www.gov.mb.ca/mti/contracts/pdf/manual/801.pdf

6. GRANULAR MATERIALS

- 6.1. Refer to latest version of MTI 701i for specifications on Construction Methods and Measurement and Payment information
 - 6.1.1. https://www.gov.mb.ca/mti/contracts/pdf/manual/701i.pdf
- 6.2. Refer to old MTI 900 for "A-Base" granular material specification requirements
 - 6.2.1. https://www.gov.mb.ca/mti/contracts/pdf/manual/archive/900_august_2015.pdf
 - 6.2.2. Alternatively, latest MTI 900 spec may be followed with substitution of "A-Base" with GBC-II

7. <u>COMMON FILL</u>

- 7.1. Refer to latest version of MTI 801 for specifications and Measurement and Payment information
- 7.2. <u>https://www.gov.mb.ca/mti/contracts/pdf/manual/801.pdf</u>

8. TOPSOIL

- 8.1. Refer to latest version of MTI 550 for specifications and Measurement and Payment information
- 8.2. https://www.gov.mb.ca/mti/contracts/pdf/manual/550.pdf



jdb project engineering

PART 4

9. <u>SEEDING</u>

- 9.1. Refer to latest version of MTI 540 for specifications and Measurement and Payment information
- 9.2. https://www.gov.mb.ca/mti/contracts/pdf/manual/540.pdf

10. LINE PAINTING

10.1. GENERAL DESCRIPTION

This specification shall cover the supply and installation of line painting to demarcate the dashed centre line, solid edge line, and stop lines shown on the plans

- 10.2. MATERIALS AND METHODS
 - 10.2.1. Paint: The line paint supplied shall be in accordance with CGSB 1-GP-74M+AMDT-MAY-81, Alkyd Traffic Paint
 - 10.2.2. Colour: The paint colour shall be:
 - 10.2.2.1. to CGSB 1-GP-12C+AMDT-DEC-84, Yellow #505-308 for all Dashed Centre Line and Solid Edge Line Markings
 - 10.2.2.2. to CGSB 1-GP-12C+AMDT-DEC-84, White #513-301 for all Stop Line Markings
 - 10.2.3. Site Conditions: Application of pavement markings is only to be done under conditions conducive to a clean and accurate installation. Pavement surface is to be free from water, frost, ice, dust, grease, oil and any other foreign material. Unless otherwise approved by the Contract Administrator, paint is to be applied only when air temperature is above 10 degrees C. and no rain or wind is forecast.
 - 10.2.4. Application: Lines, which indicate stalls, shall be painted as per the Drawing and/or as directed by the Contract Administrator. Each stall line shall be 100mm wide with the length as specified on the Drawing. The paint shall be applied evenly at a rate of 3m²/L by an approved pressure type module distributor.
 - 10.2.5. Tolerances: All paint markings shall be painted within 12mm, plus or minus.
- 10.3. BASIS OF PAYMENT
 - 10.3.1. Payment for Work, specified under this section, shall be paid for by the number of linear meters of line being painted:
 - 10.3.1.1. Solid Edge Lines paid by the total linear meters of solid line painted
 - 10.3.1.2. Dashed Centre Line paid by the total linear meters of dashed line painted according to the plans, consisting of 1m of line, followed by a 1m gap. Measurement consists of both the 1m painted portion as well as the 1m gap and measured as an overall length of dashed line completed.
 - 10.3.1.3. Solid Stop Lines paid by the total linear meters of Stop Lines painted.
 - 10.3.2. Items of Work:
 - 10.3.2.1. Dashed Centre Line Lane Marking





PART 4

- 10.3.2.2. Solid Edge Line Marking
- 10.3.2.3. Solid Stop Line Marking

11. HDPE CULVERTS

- 11.1. Refer to latest version of City of Winnipeg CW3610 for specifications and Measurement and Payment information
- 11.2. <u>https://legacy.winnipeg.ca/finance/findata/matmgt/std_const_spec/current/Docs/CW3610.pdf</u>

12. CONCRETE AND CORRUGATED STEEL CULVERTS

- 12.1. Refer to latest version of MTI 400 for specifications and Measurement and Payment information
- 12.2. https://www.gov.mb.ca/mti/contracts/pdf/manual/400.pdf

13. CHAIN LINK FENCE

- 13.1. Refer to latest version of City of Winnipeg 3550 for specifications and Measurement and Payment information
- 13.2. <u>https://legacy.winnipeg.ca/finance/findata/matmgt/std_const_spec/current/Docs/CW3550.pdf</u>
- 13.3. Bracing at ends of fence is considered incidental and to be included in the unit price given.
- 13.4. Minor alterations and removal of existing gates and/or fencing at either end of fence is considered incidental and to be included in the unit price given.



KEY PLAN

jdb project engineering inc.

1-880L - 15TH STREET WINKLER, MB R6W 0H5 PH: (204) 331-4440 EMAIL: jbotha@jdbprojects.ca



WINKLER-MORDEN PATHWAY

PLAN INDEX

SHEET D01 PLAN INDEX

DETAIL

SHEET D02	PATHWAY SIGNAGE DET
SHEET D03	PATHWAY SIGNAGE DET
SHEET D04	TYPICAL PATHWAY CROS
SHEET D05	MISCELLANEOUS DETAIL
SHEET SO1	PATHWAY SIGNAGE DET
SHEET SO2	PATHWAY SIGNAGE DET
SHEET SO3	PATHWAY SIGNAGE DET

PLAN AND CROSS SECTION

SHEET CO1	PLAN, PROFILE AND CROSS SECTIONS FROM	TA 0+000.00 TO 0+200.00
SHEET CO2	PLAN, PROFILE AND CROSS SECTIONS FROM S	TA 0+200.00 TO 0+560.00
SHEET CO3	PLAN, PROFILE AND CROSS SECTIONS FROM S	TA 0+560.00 TO 0+940.00
SHEET CO4	PLAN, PROFILE AND CROSS SECTIONS FROM S	TA 0+940.00 TO 1+320.00
SHEET C05	PLAN, PROFILE AND CROSS SECTIONS FROM S	TA 1+320.00 TO 1+620.00
SHEET CO6	PLAN, PROFILE AND CROSS SECTIONS FROM S	TA 1+620.00 TO 2+080.00
SHEET CO7	PLAN, PROFILE AND CROSS SECTIONS FROM S	TA 2+080.00 TO 2+440.00
SHEET CO8	PLAN, PROFILE AND CROSS SECTIONS FROM S	TA 2+440.00 TO 2+820.00
SHEET CO9	PLAN, PROFILE AND CROSS SECTIONS FROM S	TA 2+820.00 TO 3+200.00
SHEET C10	PLAN, PROFILE AND CROSS SECTIONS FROM S	TA 3+200.00 TO 3+580.00
SHEET C11	PLAN, PROFILE AND CROSS SECTIONS FROM S	TA 3+580.00 TO 3+960.00
SHEET C12	PLAN, PROFILE AND CROSS SECTIONS FROM S	TA 3+960.00 TO 4+340.00
SHEET C13	PLAN, PROFILE AND CROSS SECTIONS FROM S	TA 4+340.00 TO 4+720.00
SHEET C14	PLAN, PROFILE AND CROSS SECTIONS FROM S	TA 4+720.00 TO 5+100.00
SHEET C15	PLAN, PROFILE AND CROSS SECTIONS FROM S	TA 5+100.00 TO 5+480.00
SHEET C16	PLAN, PROFILE AND CROSS SECTIONS FROM S	TA 8+900.00 TO 5+860.00
SHEET C17	PLAN, PROFILE AND CROSS SECTIONS FROM S	TA 5+860.00 TO 6+240.00
SHEET C18	PLAN, PROFILE AND CROSS SECTIONS FROM S	TA 6+240.00 TO 6+560.00
SHEET C19	PLAN, PROFILE AND CROSS SECTIONS FROM S	TA 6+560.00 TO 6+820.00
SHEET C20	PLAN, PROFILE AND CROSS SECTIONS FROM S	TA 6+820.00 TO 7+060.00
SHEET C21	PLAN, PROFILE AND CROSS SECTIONS FROM S	TA 7+060.00 TO 7+320.00
SHEET C22	PLAN, PROFILE AND CROSS SECTIONS FROM S	TA 7+320.00 TO 7+660.00
SHEET C23	PLAN, PROFILE AND CROSS SECTIONS FROM S	TA 7+660.00 TO 7+980.00
SHEET C24	PLAN, PROFILE AND CROSS SECTIONS FROM S	TA 7+980.00 TO 8+340.00
SHEET C25	PLAN, PROFILE AND CROSS SECTIONS FROM S	TA 8+340.00 TO 8+700.00
SHEET C26	PLAN, PROFILE AND CROSS SECTIONS FROM S	TA 8+640.00 TO 9+020.00
SHEET C27	PLAN, PROFILE AND CROSS SECTIONS FROM S	TA 9+020.00 TO 9+420.00
SHEET C28	PLAN, PROFILE AND CROSS SECTIONS FROM S	TA 9+420.00 TO 9+638.00

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LOT AND BLOCK BOUNDARIES

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1-23111 PTH 14, STANLEY MB R6P 0B1 PHONE: (204)-325-4008

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1-23111 PTH 14, STANLEY MB R6P 0B1 PHONE: (204)-325-4008

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1-23111 PTH 14, STANLEY MB R6P 0B1 PHONE: (204)-325-4008

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