



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 203-2006

**JOHN BLUMBERG SOCCER COMPLEX - TOPSOIL AND
SODDING - FIELD NO: 6**

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PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 JOHN BLUMBERG SOCCER COMPLEX - TOPSOIL AND SODDING - FIELD NO: 6

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 27, 2006.
- B2.2 Bid Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

- B3.1 Further to GC:3.1, the Bidder may view the Site without making an appointment.
- B3.2 The Bidder is advised that site access to field No: 6 will require crossing over field No: 5 which is presently being modified by adding stockpiles of fill to the site. A passage route to field No: 6 will be maintained during the reconstruction of field No: 6.
- B3.3 The Bidder will be allowed to access fill, or deposit additional fill, onto field No: 5 in order to meet the new design grades showing on drawing L-1.

B4. ENQUIRIES

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

B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda shortly before submitting his Bid.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed Work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed Work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.

B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID SUBMISSION

B7.1 The Bid Submission consists of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices;

The Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.

B7.2.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B7.3 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.4 Bid Submissions shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8. BID

B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B8.4.2 All signatures shall be original.

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid Submission and the Contract, when awarded, shall be both joint and several.

B9. PRICES

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10. QUALIFICATION

B10.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out Work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out Work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written Workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

- (h) have one qualified and experience foreman on site at all times from the start of construction until Total Performance is achieved.

B10.2 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.3 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

B11.1 Bid Submissions will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Branch, or in such other office as may be designated by the Manager of Materials.

B11.1.1 Bidders or their representatives may attend.

After the public opening, the names of the Bidders and their Total Bid Prices as read out (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B11.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B12. IRREVOCABLE BID

B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B13. WITHDRAWAL OF BIDS

B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B13.1.1 Notwithstanding GC:23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:

- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
- (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.

B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B14. EVALUATION OF BIDS

B14.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements if the interests of the City so require.

B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.

Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B14.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B15. AWARD OF CONTRACT

B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar Work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;

- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- B15.4 Notwithstanding GC:4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract, as defined in GC:1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for Construction Contracts* (Revision 2000 11 09) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Construction Contracts* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Construction Contracts*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.4 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.5 The General Conditions are amended by deleting GC:6.16 and GC:6.17. The City of Winnipeg is now within the jurisdiction of the Manitoba Ombudsman pursuant to The Ombudsman Act.

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of rough grading, installation of topsoil and sod on field No: 6.
- D2.2 The major components of the Work are as follows:
Rough grading to meet the new design grade elevations.
(b) Installation of 150 mm depth of topsoil, after compaction.
(c) Installation of sod and maintenance and establishment of sod.

D3. CONTRACT ADMINISTRATOR

- D3.1 The Contract Administrator is Ken Rech Landscape Architects Inc., represented by:
Ken Rech
Landscape Architect
1480 Wellington Crescent, Winnipeg, Manitoba, R3N 0B3
Telephone No. (204) 489-6616
Facsimile No. (204) 489-6852
- D3.2 At the pre-construction meeting, Ken Rech will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4. CONTRACTOR'S SUPERVISOR

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

D5. NOTICES

- D5.1 Except as provided for in GC:23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor

shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3, D5.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.

D5.3 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

D5.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

SUBMISSIONS

D6. INSURANCE

D6.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg and Ken Rech Landscape Architects Inc, being added as an additional insured, with a cross-liability clause, such liability policy to also contain a Contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;

automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;

D6.2 Deductibles shall be borne by the Contractor.

D6.3 The Contractor shall provide the City Solicitor with a certificate of insurance of each policy, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D6.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

SCHEDULE OF WORK

D7. COMMENCEMENT

- D7.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.
- D7.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
 - (ii) evidence of the Workers compensation coverage specified in GC:6.14;
 - (iii) evidence of the insurance specified in D6;
 - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D7.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

D8. SUBSTANTIAL PERFORMANCE

- D8.1 The Contractor shall achieve Substantial Performance within fifteen (15) consecutive Working Days of the commencement of the Work as specified in D7.
- D8.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D8.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D9. TOTAL PERFORMANCE

- The Contractor shall achieve Total Performance within seventeen (17) consecutive Working Days of the commencement of the Work as specified in D7.
- D9.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D9.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D10. LIQUIDATED DAMAGES

If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City five dollars (\$500.00) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.

- D10.2 The amount specified for liquidated damages in D10.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D10.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D11. SCHEDULED MAINTENANCE

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

- (a) Thirty day sod maintenance as specified in CW 3510-R8 Sodding.^

- D11.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

CONTROL OF WORK

D12. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

Further to GC:6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

WARRANTY

D13. WARRANTY

The warranty period shall begin on the date of Total Performance and shall expire when the sod is fully rooted and established in accordance with CW 3510-R8, but in no case less than thirty (30) days after the start of the thirty day maintenance period.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS, STANDARD DETAILS AND DRAWINGS

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

E1.1.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

E1.1.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.

E1.1.3 Further to GC:2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.

E1.2 The following Drawings are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
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L1	Field No: 6 Reconstruction
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L2	Photo Sheet
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E2. LAYOUT OF WORK

E2.1 The Contractor shall set control lines and bench marks by means of stakes, buoys or marks and the Contractor shall make the completed Works conform to the lines and marks thus indicated. The Contractor shall furnish all other lines and levels required. The Contractor shall be responsible for the careful preservation of all stakes and marks. Care must be taken that the Contract Administrator be notified immediately of the disturbance of any such stakes or marks; the cost of correcting any errors arising out of neglect of the Contractor or his agent or his employees, to so notify the Contract Administrator shall be borne entirely by the Contractor, as well as the cost of replacing any disturbed stakes or marks.

E2.2 All layout Work shall be inspected and approved by the Contract Administrator prior to construction.

E2.3 Before commencing Work the Contractor shall satisfy himself as to the meaning and correctness of all stakes and marks and no claims shall be entertained by the City of Winnipeg on account of any alleged inaccuracies. If any error is suspected in the plans, specifications or the directions of the Contract Administrator, Work shall be discontinued until the errors are rectified, but no claims shall be made on account of any delay occasioned thereby.

E3. SITE RESTORATION

E3.1 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all plant, tools, equipment, waste, debris and surplus foundation earth to the satisfaction of the Contract Administrator. Unless otherwise specified, the Contractor shall restore all areas of the site beyond the established limit of Work, which have been disturbed by the Contractor's operations to as good as or better than the original condition to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this Work.

E3.2 The Contractor will not be required to restore the truck access route from the existing gravel roadway to field No:6, provided the Contractor does not deviate from the access route, which is already damaged as a result of hauling fill to field No: 5.

E3.3 The Contractor must not damage the existing granular underground drainage system and must protect the same, when crossing over the granular drains.

E3.4 The Contractor must not damage any existing sod on the surrounding soccer fields, and shall not allow any vehicles or materials onto those areas. The Contractor is made aware the remaining soccer fields will be utilized for play, while they are reconstructing field No: 6.

E4. EXISTING STOCKPILED FILL MATERIAL

E4.1 Fill was deposited on field No: 6 in the year 2002. This field was rough graded and levelled out that same year, and the existing grade information shown on drawing detail 2-L1, reflect the most current survey information.

E4.2 The Contractor is further made aware, fill is presently being hauled and stockpiled on field No: 5, which is immediately west of this project. The Contractor will have to cross over field No: 5 in order to access field No: 6. The Contractor will be allowed an access route to field No: 6, the location being subject to approval by the Contract Administrator. At the point of issuing this bid document, it is unknown how much fill will be stockpiled on field No: 5, as it is subject to the weather, and vehicle accessibility.

E4.3 The Contractor may use the stockpiled fill in field No: 5, at no cost, in order to achieve the new grade elevations. The Contractor may also deposit surplus fill from field No: 6, onto field No: 5, subject to a location approved by the Contract Administrator.

E5. EXISTING FIELD NO: 6 SURFACING

E5.1 Soccer field No. 6, within the Work area shown in detail 2-L2 is essentially weed covered, growing on the clay and silt fill deposited in 2002. The weeds shall be removed mowing the weeds down, removing and legally disposing them off site, and then scarifying the soil, prior to installing any addition fill or topsoil.

E5.2 The soccer field is surrounded by three sides by the underground granular drainage channel, which is to be protected. A one metre wide width of sod alongside the drainage channels is also to be retained and protected.

E5.3 On the east side of the soccer field the site is sodded and this sod is to be retained and protected as well as the existing trees, which are not shown on the drawings.

E5.4 There is some original grassed covered areas between the weed covered fill area and the granular underground drains, and this grass is to be removed and legally disposed of off site, except for the 1 metre width adjacent to the granular underground drains.

E5.5 Removal of the existing weed covering is to be included in Unit Price No: 1 "Earthwork and Rough Grading".

E6. REMOVAL OF EXISTING PERIMETER SOD LAYER

E6.1 The Contractor shall remove all the existing sod, which will be located within 150 mm depth, below the new finish grade elevations.

E6.2 Where sod is to be removed, it shall be mowed to a 25 mm height, and the top 25 mm of grass and roots sheared off, and legally disposed off site. The grass areas to be removed are generally under two metres width on the north, west and south sides of the field, and five to ten metres width, on the east side of the field. Bidders shall review photos on drawing L-2 for determining the nature of Work required. The remaining root system is to be rototilled, and then

spread out in to a maximum 50 mm depth layer though out areas requiring fill and compacted prior to placing additional fill or topsoil on top of it.

- E6.3 Removal of the existing sod layer is to be included in Unit Price No: 1 "Earthwork and Rough Grading".

E7. EARTHWORK AND GRADING

- E7.1 This specification shall amend and supplement City Specification CW 3170-R3 and cover the operations relating to the earthwork and grading of the site as shown on the Construction Drawings.
- E7.2 The Contractor shall protect the perimeter underground granular drainage lines and 1 metre sodded areas adjacent to the drainage lines, from damage during this operation.
- E7.3 The Contractor shall re-construct the soccer fields within the limits indicated and as shown on the Construction Drawings. The Contractor shall strip existing weeds and sodded vegetation, as indicated in Section E5 and E6.
- E7.4 The Contractor shall excavate or fill to the design grades shown less the appropriate allowance for surface treatment, topsoil and sod. All unsuitable materials of whatever nature encountered shall be excavated, removed and disposed of by the Contractor to the satisfaction of the Contract Administrator. Where design grades are not shown, the new surface materials shall be installed to meet flush with surrounding grades, and sloped so as not to impede the existing drainage pattern.
- E7.5 Construction to the new design grades shall be accomplished by the excavation of material from high areas (around perimeter edge), and using the suitable excavated material along with imported clean earth fill for filling in the low areas as indicated by the elevations shown on Construction Drawings. Backfill shall be placed in a dry, thawed condition and shall be maintained free of moisture or frost.
- E7.6 The perimeter area along the outside edges of the field, as defined by the heavy broken line shown on drawing detail 2-L1 shall be cut with a vertical shearing operation, such as using a sharp spade or edger, to create a clean and definite line for the new sod to abut flush to.
- E7.7 The design gradient for all other areas shall be considered to be straight grade between the finished design elevations shown. Changes in grade at swales or where it meets existing sod to remain shall be gently contoured as directed by the Contract Administrator to provide future ease of grass mowing operations.
- E7.8 In fill areas where the difference between the existing ground elevation and the new finished design elevation is less than 300 mm, the Contractor shall scarify the existing ground to a minimum depth of 50 mm prior to placement of any fill.
- E7.9 Should the Contractor require additional fill they may utilize the fill from soccer field No: 5. The Contractor may also deposit any surplus fill onto field No: 5, in a location approved by the Contract Administrator. Any weed or grass vegetation which is to be removed, is to be legally disposed of off site.
- E7.10 The Contractor shall construct all sub-grades in accordance with Specification CW 3110-R9. This shall include the use of suitable compaction equipment as approved by the Contract Administrator to achieve a minimum compaction of 95% Standard proctor Density. Lifts shall not exceed a compacted thickness of 150 mm.

- E7.11 Following earthmoving, rough grading and compaction, the Work areas shall be fine graded to provide a maximum deviation of 50 mm in 10 metres from the design grade with no low areas that hold water. The finished surface of all disturbed areas shall be dragged and smoothed in such a manner that there are no loose soil particles greater than 50 mm in maximum dimensions.
- E7.12 Earthwork and rough grading is included is to be included in Unit Cost Item No. 1 "Earthwork and Rough Grading".

E8. SODDING

- E8.1 This specification shall amend C.W. 3510-R8.
- E8.2 The Contractor is responsible to repair any damage to the existing sod, outside the Work Area, at no cost to the City. The Contractor must topsoil and seed the damaged areas in accordance with CW 3521-R6. The site access route from the granular road to soccer field No: 6 does not require restoration, provided the Contractor stay within the access route which is already damaged.
- E8.3 Further to CW 3510-R8, Item 9.6 Watering and Rolling, the Contractor is informed they may use the manual irrigation system for establishing the sod; however, depending on the river water levels, the City cannot guarantee when the system will be operable. The City will not be held responsible for any equipment failures with regards to operation of the irrigation pumps and equipment.
- E8.4 Should the river irrigation system not be in operation when the sod is to be laid, the Contractor shall hold off installing the sod until the irrigation system is operable. The Contract Administrator must be notified of any delays, due to the irrigation system not being operable, so the delay in time is not counted in the total number of Working days allocated.
- E8.5 The Contractor is responsible for supplying all hoses, sprinklers, and fittings necessary, to connect to the existing irrigation quick couplers. The approximate location of the irrigation quick coupler head system is shown in Detail 2-L1.
- E8.6 All areas of new sod shall have a 150 mm depth of screened topsoil installed below the sod and not 75 mm as identified in CW 3540-R4. Specified depth shall be measured after the topsoil has been rolled with a 50kg roller, minimum 900 mm wide.
- E8.7 Measurement and payment will be measured and paid at the Contract Unit Price per square metre for "Topsoil and Sod", which price shall be payment in full for performing all operations herein described and all other Work incidental to the Work included in the Specification.