



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 419-2006

SGT. TOMMY PRINCE PARK PHASE 2

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PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 SGT. TOMMY PRINCE PARK PHASE 2

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 7, 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 existing conditions shown on the Removals Plan is for information only and must be confirmed on Site by the Bidder.

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 10 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his 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 B15.

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;
- (c) Form G1: Bid Bond and Agreement to Bond, or
Form G2: Irrevocable Standby Letter of Credit and Undertaking, or
a certified cheque or draft;

B7.2 All components of the Bid Submission shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.

B7.3 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.

B7.3.1 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.

B7.4 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.5 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 12 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his 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 and shall be witnessed except where a corporate seal has been affixed.
- 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);

B10.2 Further to B10.1(g), the Bidder shall, within three (3) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program - Option 1 administered by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
- (b) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association; or
- (c) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.)

B10.3 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.

B10.4 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. BID SECURITY

B11.1 The Bidder shall provide bid security in the form of:

- (a) a bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
- (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, and undertaking issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form included in the Bid Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or
- (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.

B11.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.

B11.2 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

B11.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B11.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.

B11.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.

B11.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Bid Opportunity.

B12. OPENING OF BIDS AND RELEASE OF INFORMATION

B12.1 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.

B12.1.1 Bidders or their representatives may attend.

B12.1.2 Bid Submissions determined by the Manager of Materials, or his designate, to not include the bid security specified in B11 will not be read out.

B12.2 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>.

B12.3 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>.

B12.4 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.

B13. IRREVOCABLE BID

B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.

B13.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid.

B14. WITHDRAWAL OF BIDS

B14.1 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.

B14.1.1 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.

B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B14.1.3 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 12 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Bid withdrawn.

B14.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B13.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

B15. EVALUATION OF BIDS

B15.1 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.

B15.2 Further to B15.1(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.

B15.3 Further to B15.1(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.

B15.4 Further to B15.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B15.4.1 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.

B16. AWARD OF CONTRACT

B16.1 The City will give notice of the award of the Contract by way of a letter of intent, or will give notice that no award will be made.

B16.2 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.

B16.2.1 Without limiting the generality of B16.2, 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.

B16.3 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.

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 major components of the Work are as follows:
- (a) Excavation, Removals and Rough Grading
 - (i) Excavate, Remove and Dispose of Existing Pavement and unsuitable base courses
 - (ii) Rough Grading for Naturalized and Sodded Areas
 - (iii) Remove, Salvage and Reinstall Wood Bollard
 - (iv) Remove and Deliver Wood Bollard
 - (v) Tree Removal
 - (vi) Remove and Dispose of existing Chain Link Fence
 - (b) Concrete Foundations
 - (i) Supply and Install Flagpole Concrete Base
 - (c) Paving Works
 - (i) Supply and Install Crushed Limestone Pathway
 - (ii) Supply and Install Concrete Sidewalk
 - (iii) Supply and Install Unit Paving
 - (iv) Supply and Install C.I.P. Concrete Curb Edging
 - (v) Supply and Install 400mm dia. CSP culvert including Rock rip rap, edger and protective inlet grating
 - (d) Site Elements
 - (i) Supply and Install Landscape Rock
 - (ii) Supply and Install 1.82m length recycled plastic tache bench with back and center armrest
 - (iii) Supply and Install City of Winnipeg metal slat waste receptacle
 - (iv) Supply and Install 30' ht. Aluminium Flagpole
 - (e) Site Lighting
 - (i) Supply and Install Pole, Luminaire, Shroud, Base Plate, Fasteners, etc.

- (ii) Supply and Install Electrical Trenching, Conduit, Power Cable, Electrical marking tape, Backfilling and Surface Repair.
- (iii) Supply and Install CSTE including Manitoba Hydro Power Supply and Connection Costs.
- (f) Plant Material
 - (i) Supply and Install Victoria Jason Park Entrance Signage
 - (ii) Supply and Install Concrete Pile for Entrance Signage
 - (iii) Supply and Install Concrete Base for Entrance Signage
 - (iv) Supply and Install Education Panels
- (g) Planting bed Preparation
 - (i) Supply and Install Planting Bed
- (h) Plant Material
 - (i) Supply and Install Plant Material
 - (ii) Supply and Install Topsoil for Naturalized Area
 - (iii) Supply and Install Naturalized Area
 - (iv) Supply and Install Root Barrier
 - (v) Supply and Install Sod
 - (vi) Supply and Install Seed
 - (vii) Extended Maintenance for all plant material for two years

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Aaron Hirota, B.Env.D., M.L.Arch.
McGowan Russell Group
200-120 Fort Street
Winnipeg, MB, R3C 1C7
Telephone No. (204) 956-0396
Facsimile No. (204) 956-1265

D3.2 At the pre-construction meeting, the Contract Administrator 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

D6. FURNISHING OF DOCUMENTS

D6.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Bid Opportunity. If the Contractor requires additional sets of the Bid Opportunity, they will be supplied to him at cost.

SUBMISSIONS

D7. SAFE WORK PLAN

D7.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC:4.1 for the return of the executed Contract.

D7.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

D8. INSURANCE

D8.1 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 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;
- (b) 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;

- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 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 the date specified in GC:4.1 for the return of the executed Contract.
- D8.4 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.

D9. PERFORMANCE SECURITY

- D9.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D9.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D9.2 If the bid security provided in his Bid Submission was not a certified cheque or draft pursuant to B11.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in GC:4.1 for the return of the executed Contract.

D10. SUBCONTRACTOR LIST

- D10.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract.

D11. DETAILED WORK SCHEDULE

- D11.1 The Contractor shall provide the Contract Administrator with a detailed Work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC:4.1 for the return of the executed Contract.
- D11.2 The detailed Work schedule shall consist of the following:
- (a) a Gantt chart for the Work based on the C.P.M. schedule
- D11.3 Further to D11.2(a), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

SCHEDULE OF WORK

D12. COMMENCEMENT

- D12.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.
- D12.2 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) the Safe Work Plan specified in D7;
 - (iv) evidence of the insurance specified in D8;
 - (v) the performance security specified in D9;
 - (vi) the Subcontractor list specified in D10; and
 - (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.
- D12.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent.
- D12.4 The City intends to award this contract by July 17, 2006.

D13. RESTRICTED WORK HOURS

- D13.1 Further to clause 3.10 of CW 1130, the Contractor shall require written permission 48 hours in advance from the Contract Administrator for any Work to be performed between 2000 hours and 0700 hours, or on Saturdays, Sundays, Statutory Holidays and or Civic Holidays.

D14. SUBSTANTIAL PERFORMANCE

- D14.1 The Contractor shall achieve Substantial Performance within Forty (40) consecutive Working Days of the commencement of the Work as specified in D12.
- D14.2 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 reinspected.
- D14.3 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.

D15. TOTAL PERFORMANCE

- D15.1 The Contractor shall achieve Total Performance within Forty-Five (45) consecutive Working Days of the commencement of the Work as specified in D12. Notwithstanding the above, the Contractor shall achieve Total Performance by no later than November 3, 2006.

D15.2 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 reinspected.

D15.3 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.

D16. LIQUIDATED DAMAGES

D16.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City Three Hundred dollars (\$300.00) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.

D16.2 The amount specified for liquidated damages in D16.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.

D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D16.1 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 Three Hundred dollars (\$300.00) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.

D16.2 The amount specified for liquidated damages in D16.1 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.

D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D17. SCHEDULED MAINTENANCE

D17.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

- (a) 30 day plant material maintenance as specified in E31;
- (b) 30 day sod maintenance as specified in CW3510;
- (c) Seed maintenance as specified in CW3520;
- (d) Naturalized Area maintenance as specified in E30;
- (e) 2 year extended plant material maintenance as specified in E40

D17.2 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

D18. JOB MEETINGS

- D18.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D18.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D19. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D19.1 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

D20. WARRANTY

- D20.1 Notwithstanding GC:13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to GC:13.2.1 or GC:13.2.2, in which case it shall expire when provided for thereunder.

FORM H1: PERFORMANCE BOND
(See D9)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

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

_____ dollars (\$_____)

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

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

_____ day of _____, 20____, for:

BID OPPORTUNITY NO. 419-2006

SGT. TOMMY PRINCE PARK PHASE 2

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

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

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

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

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

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

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D9)

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 419-2006
SGT. TOMMY PRINCE PARK PHASE 2

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS, STANDARD DETAILS AND DRAWINGS

- E1.1 *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>
L1	Removals Plan
L2	Layout Plan
L3	Grading Plan
L4	Details
E1	Electrical Plan

E2. SOILS INVESTIGATION REPORT

- E2.1 Further to GC:3.1, no soil inspection has been done for Sgt. Tommy Prince Park. Contractor to supply additional soils investigation reports if Site conditions warrant upon approval by Contract Administrator at City of Winnipeg cost.

GENERAL REQUIREMENTS

E3. PROTECTION OF SURVEY INFRASTRUCTURE

- E3.1 Notwithstanding clause 4 "Protection of Survey Bars" of the Standard Provisions: Current legislation, The Surveys Act, places the onus on those undertaking construction to protect the Survey Infrastructure from damage as a result of their activity.
- E3.2 Further to GC:6.28 (g), at least 72 hours prior to the commencement of the On-Site Work the Contractor shall contact the City of Winnipeg, Geomatics Services Branch at 986-4826 (8:00 am to 4:00 pm Monday to Friday excluding holidays) to obtain underground clearance. Geomatics Services will locate and mark all known outline survey monuments and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.
- E3.3 Where a survey post, bar or control monument lies in the line of the proposed Work and must be disturbed, the Contractor shall provide the Contract Administrator with 48 hours notice to permit referencing for future replacement, at no cost to the Contractor. Failure to provide the specified notice shall result in the Contractor paying for all costs associated with replacing or relocating the disturbed outline survey monuments and geodetic control monuments.
- E3.4 Survey monuments and geodetic control monuments at or adjacent to the Site, not in the line of the proposed construction, that are damaged or disturbed by the Contractor shall be replaced or

relocated by the City or its agent and all associated costs shall be paid for by the Contractor. An approximate estimate of the costs involved to restore a legal survey monument is \$1,000 per bar and \$3,000 per control monument. Contractors must ensure their landscaping and other subcontractors are aware of this clearance procedure and the potential restoration costs.

E3.5 Where possible, amounts owed to the City in accordance with the above will be deducted from any Protection of survey infrastructure payments to be made by the City to the Contractor.

E4. PROTECTION OF EXISTING TREES

E4.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities.

- (a) All trees will have a 3m radius protective zone calculated from the circumference at the base of the trunk which will remain free of digging, trenching, grade changes, stock piling of materials and soil compaction, except as minimum to construct swales, throughout the duration of the Contract. Protective fencing around these areas is required.
- (b) Trees within and immediately adjacent to proposed construction areas and those identified to be at risk by the Contract Administrator, will require 25 x 100 x 2400mm' wood planks strapped to the tree trunk to completely protect the tree trunk from impact damage. (Smaller trees will be similarly protected using proportionally sized wood planks.)
- (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 3m from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation. They must be properly trimmed with sharp tools to prevent crushing or being pulled up by construction equipment. No paint is required. All exposed roots must be mulched until the excavated area is filled with clean earth to avoid exposure to sunlight and desiccation.
- (d) Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the Work required. Equipment shall not be parked, repaired, refueled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
- (e) Work on-Site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.

E4.2 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his designate.

E4.3 No separate measurement or payment will be made for the protection of trees.

E4.4 Auguring under existing trees will be the only acceptable method of underground installations. Any other excavations must be approved by the Forestry Branch.

E5. CONSTRUCTION FACILITIES AND STAGING

E5.1 The Contractor shall be responsible for providing his own storage area for storage and handling of all his construction operations. The use of public right-of-ways will not be allowed.

E6. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT

E6.1 During the project, pedestrian access shall be maintained at all times. A clear pathway unobstructed from any materials or equipment must be provided.

E6.2 Ambulance/Emergency vehicle access must be maintained at all times.

E7. STAKES AND MARKS

E7.1 Further to GC:6.28(h), the Contractor will mark, to the extent he determines to be necessary, the location, alignment and elevation of the Work by means of stakes or marks, for review and approval by Contract Administrator. The Contractor shall make the completed Works conform to the lines and marks thus approved and indicated.

E7.2 The Contractor shall notify the Contract Administrator immediately of the disturbance of any such stakes or marks. The cost of correcting any errors arising out of neglect of the Contractor 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.

E7.3 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 on account of any alleged inaccuracies. If any error is suspected in the Drawings, 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.

E7.4 The Contractor shall determine and provide all dimensions and elevations measured from the stakes or marks

E8. WATER USED BY CONTRACTOR

E8.1 Notwithstanding CW 1120.3.7:

E8.1.1 Water for use by the Contractor may be obtained from the City of Winnipeg waterworks system.

E8.1.2 Should the Contractor wish to obtain water from a City hydrant, he shall make application either in person or by phoning the Permits Clerk at 986-3184 (8:30 am to 4:30 pm Monday to Friday excluding holidays). The Contractor shall advise the Permits Clerk of the hydrant he wishes to use. The Water Services Divisions of the Water and Waste Department will inspect the hydrant to ensure that the location is suitable and that the hydrant is in good Working condition. If the requested hydrant is found to be unacceptable, arrangements will be made for the use of an alternate hydrant.

E8.1.3 When the application has been approved, the Permits Clerk will contact the Contractor and issue the permit. The permit may not be issued the same day the application is made. The Contractor shall obtain the permit for hydrant use from the Customer Services Division of the Public Works Department, 107-1155 Pacific Avenue. Permit fees will be charged in accordance with the latest version of the Waterworks By-law. All water used shall be metered and protected against contamination by the use of approved backflow prevention devices. The City will rent the meter to the Contractor at the rate established by the Waterworks By-law. The Contractor shall provide a lockable box, piping, valves, and backflow prevention equipment in accordance with Waterwork's guidelines. The backflow preventer(s) must be tested by a plumber licensed to test backflow preventers. The Permits Clerk can provide a list of licensed plumbers and additional information on the requirements for obtaining a use of hydrant permit.

E8.1.4 The Contractor shall pay for all water used in accordance with the Waterworks By-law. Sewer charges will not be assessed for water obtained from a hydrant.

E9. TRUCK WEIGHT LIMITS

- E9.1 The City shall not pay for any portion of Material which results in the vehicle exceeding the maximum gross vehicle weight allowed under *The City of Winnipeg Traffic By-Law*, unless such vehicle is operating under special permit.

E10. PRE-CONSTRUCTION MEETING

- E10.1 The Contractor shall not begin the Work under this Contract until a pre-construction meeting has been held between representatives of the Contractor, the City of Winnipeg and the Contract Administrator

E11. ACCESS

- E11.1 All access is to be on the designated routes through the Site. These routes will be determined at the Pre-Construction Meeting.
- E11.2 Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at his own expense and approved by the Contract Administrator.
- E11.3 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and he shall be responsible for all damage resulting from his Work on private property. The Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress in maintained to private properties while he is working near them. Any damage caused by the negligence of the Contractor or his Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by him at his own expense, to the satisfaction of the Contract Administrator.
- E11.4 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing trees, shrubs, sod, pavements, streets, roads, boulevards, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the Site of the Work. For all damage incurred in the performance of the Work (either directly or indirectly), the Contractor shall either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to, the Contract Administrator and the cost of which shall be borne entirely by the Contractor.

E12. SITE CONDITION

- E12.1 The Contractor shall examine the Site and make themselves familiar with the existing conditions (both above and below grade) and nature of Work to be done.
- E12.2 Surface and sub-surface conditions shown on the Drawings and included herein are provided for general information and variations there from shall not affect the terms of the Contract.
- E12.3 The Contractor shall set all necessary control lines, benchmarks, survey, elevation stakes and layout in accordance with the individual Site conditions and in consultation with the Contract Administrator.

E13. EXISTING UNDERGROUND SERVICES

- E13.1 The Contractor's attention is drawn to the existing underground lines or services that may be located in the area of the Work.
- E13.2 The Contractor shall take all necessary precautions when performing the Work to ensure that no damage is done to these existing services.

- E13.3 No responsibility will be assumed by the City for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface, shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.
- E13.4 All costs in connection with this item including location of the existing service, repairs to any existing services damaged by the construction operation, etc. shall be included in the unit prices bid for supply and installation of the items included under this Contract.
- E13.5 The Contractor will be required to make his own arrangements in connection with the temporary use of lighting, power, gas, sewer, water or other utilities, and pay all costs in connection therewith.
- E13.6 All necessary permits, fees and other like expenses as well as the cost of temporary connections to existing facilities shall be arranged and paid for by the Contractor.

E14. LAYOUT OF WORKS

- E14.1 The Contractor will Work from layout information provided in the construction drawings and will be responsible to provide a full time experienced survey crew to layout and continuously check the locations and elevations of all components of the Work included in this Contract.
- E14.2 The Contractor must provide all necessary survey equipment in good operating conditions.
- E14.3 The Contractor shall supply all materials (painting, stakes, ribbon, markers, etc) and labour necessary for the accurate location and setting out of the Work.
- E14.4 From time to time the Contract Administrator may have a survey crew on the Site, but they will check the Work done by the Contractor's survey personnel only. The checking of the Work by the Owner's surveyors will not relieve the Contractor of any responsibility of the correctness of the Work. Should any structure or paving or any part thereof be installed in any location other than that shown on the Drawings, then the error shall be rectified by the Contractor all at his own expense and at the satisfaction of, and in a manner specified by the Contract Administrator.
- E14.5 All costs associated with this item of Work shall be included in the unit prices bid for the supply and installation of the various items in the contract.

E15. PRODUCT APPROVALS

- E15.1 The Contractor shall, following award, prepare a complete list of all material to be used on the project and submit the list to the Contract Administrator seventy two (72) hours prior to start of construction.
- E15.2 The Contractor shall only use material which has been approved by Specification CW3710-R1 or by the Contract Administrator. The list shall provide the product, the manufacturer and the supplier.
- E15.3 Other than required to be done by the Contractor under the Work of this contract, all necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing plant material, pavements, streets, roads, boulevard, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the Site of the Work. For all damage incurred thereto in the performance of the Work, the Contractor shall upon instructions from the Contractor Administrator, either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to the Contract Administrator and the costs of which shall be borne entirely by the Contractor.

E15.4 All workmanship and materials furnished and supplied under this Specification are subject to close and systematic inspection and testing by the Contract Administrator. The Contract Administrator reserves the right to reject any materials or Works which are not in accordance with the requirements of the Specifications.

E15.5 The Contractor shall wholly be responsible for the supply, safe storage, and handling of all materials set forth in this specification, and the control of all operations incidental thereto notwithstanding any inspection or approval that may have been previously given.

E16. EXCAVATION, REMOVALS, SUBGRADE COMPACTION AND ROUGH GRADING

E16.1 This specification is supplemental to CW 3110 and CW 3170. The Work of this section comprises the furnishing of all labour, equipment and materials required to complete the excavation and related Work including, but not necessarily confined to, the following:

- (a) Excavation, removals, disposal, subgrade compaction and rough grading of the existing Site for the construction of limestone pathways, swales, etc. to the design requirements noted on the Drawings, approved on Site by the Contract Administrator, less the appropriate surface finish allowance.
- (b) Stockpile suitable, approved material on Site for reuse (clean topsoil, clean earth fill and gravel fill). Remove and dispose of unsuitable material.
- (c) Earthwork and Grading of the existing Site to the design elevations shown on the Drawings, less the appropriate surface finish allowance.
- (d) Excavation, Removal and Disposal of Existing pavement.
- (e) Excavation, Removal and Disposal of Chain Link Fence. Fill all holes.
- (f) Excavation, Removal and Delivery of Wood Bollards. Fill all holes.
- (g) Excavation, Removal and Reinstallation of Wood Bollards. Fill all holes.

E16.2 Construction Methods

E16.2.1 The Contractor shall restrict his activities strictly to within the limits of the Work, unless receiving prior written approval from the Contract Administrator. The Contractor shall take all precautions to prevent damage to traffic structures, pole lines, existing trees, Site services and adjacent property and he shall be liable for any damages occurring in the performance of this Work.

E16.2.2 All foundations shall be removed to full depth to the satisfaction of the Contract Administrator. Fill all holes resulting from removals with compacted clay fill in seeded or sodded areas and compacted granular fill in paved areas.

E16.2.3 Excavate and remove existing paving and base courses. Stockpile suitable granular base course material on Site for reuse. Dispose of unsuitable and excess material off Site at a facility approved by the City of Winnipeg. Costs for stockpiling and disposal are incidental to the Work.

E16.2.4 The Contractor shall ensure that upon completion of the removal operations the Site is left in a neat condition free from debris, etc. for approval by the Contract Administrator prior to placing base courses.

E16.2.5 In fill areas, where the difference between the existing grade elevation and the design elevation is less than 300mm the Contractor shall scarify the existing ground to a minimum depth of 150mm prior to placement of any fill.

E16.2.6 Remove and dispose of chain link fence as shown on the drawings. Fill holes from posts with clean earth fill and compact to 98% SPD.

- E16.2.7 Remove and Dispose of top 1.8m of existing 3.6m ht. Chain Link Fence. All fence posts to remain. Repair fence posts and chain link fabric as required.
- E16.2.8 Remove, Salvage and Reinstall wood bollards. Fill holes with clean earth fill and compact to 98% SPD. Reinstall bollards at locations as shown on the drawings. Reinstall bollards to City of Winnipeg standards.
- E16.2.9 Remove and Deliver wood bollards. Fill holes with clean earth fill and compact to 98% SPD. Deliver Bollards to:

Jack Lubinski, Superintendent of Parks - North Area
City of Winnipeg
700 Assiniboine Park
Winnipeg, MB, R3P 2N9,
Ph: 986-3116

E16.3 Method of Measurement

- E16.3.1 The following items will be measured on an area basis. The area to be paid for shall be the total number of square metres that are excavated in accordance with this Specification as computed from measurements made by the Contract Administrator. No payment will be made for material removed outside of the limits of excavation as established by the Contract Administrator.
- (a) Excavate, Remove, Dispose of Existing Pavement.
 - (b) Rough Grading for Naturalized, seeded and sodded areas
- E16.3.2 The following items will be measured on a linear metre basis. The total number of metres to be paid for shall be the total number removed in accordance with this Specification as computed from measurements made by the Contract Administrator.
- (a) Remove and Dispose of existing chain link fence.
- E16.3.3 Remove and deliver wood bollard will be measured on a unit basis. The total number of units to be paid for shall be the total number removed and delivered in accordance with this Specification as computed from measurements made by the Contract Administrator.
- E16.3.4 Remove, salvage and reinstall wood bollard will be measured on a unit basis. The total number of units to be paid for shall be the total number removed, salvaged and reinstalled in accordance with this Specification as computed from measurements made by the Contract Administrator.
- E16.3.5 No measurement will be made for stockpiling suitable topsoil, clean earth fill and granular base course as these items are incidental to this specification.
- E16.3.6 No measurement will be made for filling holes/low areas left by excavation and removals operations as this item shall be incidental to this specification.
- E16.3.7 No measurement will be made for the excavation or compaction of the subgrade as this shall be incidental to this specification.
- E16.3.8 No measurement will be made for disposing of surplus fill and unsuitable material as this shall be incidental to this specification.
- E16.3.9 No direct payment will be made for placing and grading of existing fill as all costs for this Work shall be included in the lump sum bid for excavation, removals and rough grading within the limit of the Work.

E16.4 Basis of Payment

- E16.4.1 The following items will be paid for at the contract unit price per square metre for

(a) Excavate, Remove, Dispose of Existing Pavement.

(b) Rough Grading for Naturalized, seeded and sodded areas

as specified herein, which price shall be payment in full for performing all operations herein described and all other items incidental to the Work included in this Specification.

E16.4.2 The following items will be paid for at the contract unit price per lineal metre for

(a) Remove and Dispose of existing chain link fence.

as specified herein, which price shall be payment in full for performing all operations herein described and all other items incidental to the Work included in this Specification.

E16.4.3 The following items will be paid for at the contract unit price for "Remove and deliver wood bollard" as specified herein, which price shall be payment in full for performing all operations herein described and all other items incidental to the Work included in this Specification.

E16.4.4 The following items will be paid for at the contract unit price for "Remove, salvage and reinstall wood bollard" as specified herein, which price shall be payment in full for performing all operations herein described and all other items incidental to the Work included in this Specification.

E16.4.5 No payment will be made for stockpiling suitable topsoil, clean earth fill and granular base course as these items are incidental to this specification.

E16.4.6 No payment will be made for filling holes/low areas left by excavation and removals operations as this item shall be incidental to this specification.

E16.4.7 No payment will be made for the excavation or compaction of the subgrade as this shall be incidental to this specification.

E16.4.8 No payment will be made for disposing of surplus fill and unsuitable material as this shall be incidental to this specification.

E17. MATCHING EXISTING GRADES

E17.1 Wherever the proposed paving, or sod meets existing building edge, doorway, or property line, the Contractor shall construct the proposed element to an acceptable grade, as directed by the Contract Administrator, to ensure that proper drainage and accessibility are maintained.

E18. CLEARING AND GRUBBING

E18.1 The Removals Plan, Drawing L1 of the Contract Documents, clearly documents the trees that are to remain, and the shrubs that are to be removed by the Contractor.

E18.2 The Contractor is to note that the Clearing and Grubbing is to include the removal of all the individual trees shown on the Removals Plan, as well as all the root masses associated with these trees.

E18.3 Construction Methods - as per CW 3010-R4

E18.4 Method of Measurement and Basis of Payment

E18.4.1 Clearing and Grubbing will be measured and paid for at the unit price for "Tree Removal".

E19. CRUSHED LIMESTONE PATHWAY

E19.1 Description

E19.1.1 Further to CW 3110 and CW 3130 the Work of this section comprises the furnishing of all labour, equipment and materials incidental and required to complete the construction of limestone pathway as shown on the drawings and as hereinafter specified including, but not necessarily confined to, the following:

- (a) Supply and Installation of Limestone Pathway
- (b) Supply and Placement of Base Course Material
- (c) Supply and Placement of Sub-Base
- (d) Supply and Installation of Separation/Reinforcement Geotextile Fabric
- (e) Compaction

E19.1.2 There will be no separate measurement and payment supply and placement of sub-base. All Work shall be considered incidental to the Supply and Placing of Limestone Pathway.

E19.1.3 There will be no separate measurement and payment supply and placement of base course material. All Work shall be considered incidental to the Supply and Placing of Limestone Pathway.

E19.1.4 There will be no separate measurement and payment for supply and installation of Separation/Reinforcement Geotextile Fabric. All Work shall be considered incidental to the Supply and Placing of Limestone Pathway.

E19.1.5 There will be no separate measurement and payment for compaction. All Work shall be considered incidental to the Supply and Placing of Base Course Material.

E19.2 Materials

E19.2.1 Crushed granular material to meet the following requirements:

- (a) All Materials supplied under this Specification shall be of a type approved by the Contract Administrator and shall be subject to inspection and testing by the Contract Administrator;
- (b) Crushed limestone consisting of hard, durable, angular particles, free from clay lumps, cementation, organic material, frozen material and other deleterious materials.
- (c) Granular Levelling Course - Gradations to be within limits specified below when tested to ASTM C136-83 and have a smooth curve without sharp breaks when plotted on semi-log grading chart;

<u>ASTM Sieve Designation</u>	<u>% Passing</u>
20mm (3/4")	100
12.5mm (1/2")	50-75
9.5mm	30-50
6.0mm	10-20
0.425	0-5
0.18	nil
0.075	nil

- (d) Crushed Limestone Fines –1/4" (6mm) down.

E19.3 Construction

E19.3.1 Placement and Compaction of Granular and Crushed Limestone

- (a) Place crushed granular base course material (stockpiled and new as required) to a minimum compacted thickness of 150mm. Compact to 100% standard proctor density.
- (b) Place crushed granular levelling course material to a minimum compacted thickness of 50mm. Compact to 100% standard proctor density.

- (c) Crushed Limestone fines to a minimum compacted thickness of 50mm as finishing course. Compact to 98% standard proctor density.
- (d) Add crushed granular material as required to replace unsuitable subgrade material. Place in layers not exceeding 200mm thickness and compact to 98% standard proctor.
- (e) Compact subgrade to min. 98% standard proctor density.
- (f) Finished surface to be within 12mm of specified grade, but not uniformly high or low. Ensure positive drainage on paved areas and in adjacent sodded areas.

E19.4 Field Quality Control

- E19.4.1 Inspection and testing of crushed stone paving will be carried out by designated testing laboratory, cost of testing to be paid for by cash allowance as directed by the Contract Administrator.

E19.5 Acceptance

- E19.5.1 Any Work not satisfactory as specified herein and as determined by the Contract Administrator for initial testing, shall be rectified by the Contractor. This process of inspection and correction shall continue until the Contract Administrator is satisfied that the Work is 100% complete and as per the construction drawings and specifications. All additional tests for failed or unacceptable results will be borne solely by the Contractor.

E19.6 Method of Measurement

- E19.6.1 Crushed Limestone Pathway shall be measured on an area basis. The area to be paid for shall be the total number of square metres for "Supply and Install crushed limestone pathway (including base courses, geotextile fabric, and compaction)" placed in accordance with this Specification and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator.

E19.7 Basis of Payment

- E19.7.1 Supply and installing Crushed Limestone Pathway will be paid for at the Contract Unit Price per square metre for "Supply and Install crushed limestone pathway (including base courses, geotextile fabric, and compaction)" measured as specified herein, which price shall be payment in full for performing all operations herein described and all other items incidental to the Work included in this Specification.

E20. CONCRETE SIDEWALK PAVING

- E20.1 The Contractor shall refer to City of Winnipeg Specification CW 3325 for the construction of all sidewalk paving on Site.

- E20.2 Compacted granular base course to be incidental to the unit price bid for concrete sidewalk.

E20.3 Method of Measurement

- E20.3.1 Concrete sidewalk paving shall be measured on an area basis. The area to be paid for shall be the total number of square metres of Concrete Sidewalk placed in accordance with this Specification and the Construction Drawings, as determined by the Contract Administrator.

E20.4 Basis of Payment

- E20.4.1 Concrete Sidewalk Paving will be paid for at the contract unit price per square metre for "Supply and Install Concrete Sidewalk" as specified herein, which price shall be payment in full for performing all operations herein described and all other items incidental to the Work included in this Specification.

E21. CONCRETE FORMWORK

E21.1 General

E21.1.1 Related Work

- (a) E23 Concrete Reinforcement and E24 Cast-in-Place Concrete.

E21.1.2 Reference Standards

- (a) All concrete formwork is to be done in accordance with CAN/CSA-A23. 1-M90 and CAN/CSA-A23.2-M90, except where specified otherwise.

E21.1.3 Shop Drawings

- (a) Submit Engineered stamped shop drawings for review and approval by Contract Administrator prior to manufacture.
- (b) Indicate method and schedule of construction, materials, arrangement of joints, ties, shores, liners, and locations or temporary embedded parts.

E21.2 Materials

E21.2.1 Formwork lumber: plywood and wood formwork materials conform to SAN3-086-M84.

E21.2.2 Form ties: removal or snap-off metal ties, fixed or adjustable length, free of devices leaving holes larger than 25mm dia in concrete surface.

E21.2.3 Form liner:

- (a) Plywood: Douglas Fir to CSA 0121-M1978, concrete form grade, square edge, 19mm thick.

E21.2.4 Formwork release agent: chemically active release agents containing compounds that react with free lime present in concrete to provide water insoluble soaps, preventing concrete from sticking to forms.

E21.3 Construction Methods

E21.3.1 Erection

- (a) Verify lines, levels and dimensions before proceeding with formwork and ensure dimensions agree with drawings.
- (b) Obtain Contract Administrator's approval for use of earth forms.
- (c) Hand trim sides and bottoms and remove loose earth from earth forms before placing concrete.
- (d) Construct forms to produce finished concrete conforming to shape, dimensions, locations and levels indicated within tolerances required by CAN/CSA-A23.1-M90.
- (e) Align form joints and make watertight. Keep form joints to minimum.
- (f) Clean formwork in accordance with CAN/CSA-A23, 1-M90. Only permitted if in good condition.

E21.4 Method of Measurement

E21.4.1 No measurement will be made for concrete formwork.

E21.5 Basis of Payment

E21.5.1 No payment shall be made for concrete formwork. Concrete formwork costs are incidental in those items for which concrete formwork is required.

E22. CONCRETE REINFORCEMENT

E22.1 General

E22.1.1 Related Work

- (a) E21 Concrete Formwork and E23 Cast in Place Concrete.

E22.1.2 Reference Standards

- (a) Perform concrete reinforcing Work in accordance with CAN/CSA-A23.3-M94 and welding of reinforcing with CSA W186-M1981, except where specified otherwise.

E22.1.3 Source Quality Control

- (a) Upon request provide Contract Administrator with certified copy of mill test report of reinforcing steel showing physical and chemical analysis, minimum 5 weeks prior to commencing reinforcing Work.
- (b) Inform Contract Administrator of proposed source of material to be supplied.

E22.1.4 Shop Drawings

- (a) Submit engineered stamped shop drawings for review and approval by Contract Administrator prior to manufacture.
- (b) Shop drawings consist of bar bending details, list and placing drawings.
- (c) On placing drawings, indicate sizes, spacing, location and quantities of reinforcement and mechanical splices, with identifying code marks to permit correct placement without reference to structural drawings. Indicate sizes, spacing and location of chairs, spacers and hangers.
- (d) Design and detail lap lengths and bar development lengths to conform to CAN3-A23.3-M84.

E22.1.5 Substitutions

- (a) Substitution of different size bars permitted only upon written approval of Contract Administrator. Substitutions must be in writing and shown on shop drawings that have been approved and stamped by Engineer.

E22.2 Materials

E22.2.1 Reinforcing steel: billet steel, grade 400, deformed bars to CSA G30.12-M1977 unless indicated otherwise.

E22.2.2 Cold-drawn annealed steel wire ties: to CSA G30.3-M1983.

E22.2.3 Chairs, bolsters, bar supports, spacers: to CAN/S|CSA-A23.1-M94.

E22.2.4 Mechanical splices: subject to approval of Contract Administrator. All reinforcing steel in grade beams, piles, slabs and planter walls must be epoxy coated.

E22.3 Fabrication

E22.3.1 Fabricate reinforcing in accordance with CAN/CSA-A23.1-M94

E22.3.2 Obtain Contract Administrator's approval for locations of reinforcement splices other than shown on placing drawings.

E22.3.3 Ship bundles of bar reinforcement, clearly identified in accordance with bar bending details and lists.

E22.4 Construction Methods

E22.4.1 Field Bending

- (a) Do not field bend reinforcement except where indicated or authorized by Contract Administrator.
- (b) When field bending is authorized, bend without heat, apply a slow and steady pressure.
- (c) Replace bars which develop cracks or splits.

E22.4.2 Placing Reinforcement

- (a) Place reinforcing steel as indicated on reviewed placing drawings and in accordance with CAN/CSA-A23.1-M94.
- (b) Located reinforcing splices not indicated on drawings at points of minimum stress.
- (c) Ensure clear cover as indicated on drawings.
- (d) Cover to reinforcing: beams 40mm, underside of footings 75mm, and walls 40mm.
- (e) Prior to placing concrete, obtain Contract Administrator's approval of reinforcing steel and position.

E22.4.3 Cleaning

- (a) Maintain all reinforcement clean and free from oil and other deleterious materials.

E22.5 Method of Measurement

E22.5.1 No measurement shall be made for supply and placing of concrete reinforcement.

E22.6 Basis of Payment

E22.6.1 No payment shall be made for concrete reinforcement. Include costs in items of concrete Work for which reinforcement is required.

E23. CAST IN PLACE CONCRETE

E23.1 General

E23.1.1 The "General Conditions and Supplemental Conditions" of this Specification and all documents listed in the Bid Opportunity shall apply to and govern all phases of the Work hereinafter specified and/or shown on the Drawings.

E23.1.2 Scope of Work

E23.1.3 The Work of this section comprises the furnishing of all labour, equipment and materials required to complete the supply and installation of all cast-in-place concrete including but not limited to Landscape Curbs, Bases for Benches, Waste Receptacles and Flagpoles, as shown on the Drawings and as hereinafter specified, including, but not necessarily confined to the following:

- (i) Excavation including disposal of excess material.
- (ii) Subgrade Compaction as required.
- (iii) Compacted Granular fill Work as required.
- (iv) Supply, erection and removal of all formwork as required.
- (v) Design of concrete mixes.
- (vi) Supply, placing and curing of all Landscape Curbs.
- (vii) Surface preparation and waterproofing of concrete Works.
- (viii) Cleanup.

E23.1.4 Samples

- (a) At least 1 week prior to commencing Work, inform Contract Administrator of proposed source of aggregates and provide access for sampling.

E23.1.5 Certificates

- (a) Minimum 1 week prior to starting concrete Work submit (if requested) to Contract Administrator manufacturer's test data and certification by qualified independent inspection and testing laboratory that the following materials will meet specified requirements:
 - (i) Portland cement.
 - (ii) Cement slurry bonding agent.
 - (iii) Admixtures.
 - (iv) Aggregates.
 - (v) Water.
 - (vi) Waterproofing
 - (vii) Emulsified asphalt.
 - (viii) Epoxy grout.
- (b) Provide certification that plant, equipment, and materials to be used in concrete complies with requirements of CAN/CSA-A23.1-M90 and that mix design is adjusted to prevent alkali aggregate reactivity problems.
- (c) Provide certification that mix proportions selected will produce concrete of specified quality and yield and that strength will comply with CAN/CSA-A23.1-M90 and that mix design is adjusted to prevent alkali aggregate reactivity problems.

E23.1.6 Construction Quality Control and Placement Procedures.

- (a) Submit proposed quality control procedures for Contract Administrator's approval.
- (b) Submit proposed concrete placement procedures for Contract Administrator's approval.

E23.2 Materials

E23.2.1 Portland cement to CAN3-A5-M1983.

E23.2.2 Water to CAN/CSA-A23.1-M90.

E23.2.3 Aggregates to CAN/CSA-A23.1-M90. Coarse aggregates to be normal density.

E23.2.4 Chemical admixtures to CAN3-A266.2-M78. Contract Administrator to approve accelerating or set retarding admixtures during cold and hot weather placing. Use of calcium chloride is not permitted.

E23.2.5 Curing and sealing compound to: CAN/CSA-A23.1-M90, CPD Acrylic cure and seal or equal and to ASTM C309-81, Type 1 - chlorinated rubber.

E23.2.6 Premoulded joint fillers:

- (a) Bituminous impregnated fibre board: to ASTM D1751-83.

E23.2.7 Concrete Mixes

- (a) All concrete Work shall be in accordance with CSA A23.1 M94-Concrete Materials and methods of concrete construction.
- (b) Proportion normal density concrete in accordance with CSA A23.1-M94 to give the following properties:
- (c) Concrete for Landscape Curbs
 - (i) Cement: Type 10

- (ii) Maximum Coarse Aggregate: 20mm
- (iii) Minimum Compressive Strength at 28 days: 32Mpa
- (iv) Minimum Cement Content: 340 / kg/ cu.m
- (v) Maximum Water/ Cement Ratio: 0.45
- (vi) Class of Exposure: C-2
- (vii) Maximum Slump: 80mm
- (viii) Air Content: 6-8%

(d) Do not change concrete mix without prior approval of Contract Administrator.

E23.3 Construction Methods

E23.3.1 Workmanship

- (a) Do all concrete Work in accordance with CAN/CSA-A23.1-M90. All testing of concrete shall be done in accordance with CAN/CSA-A23.2-M90. Obtain Contract Administrator's approval before placing concrete. Provide 3 days notice prior to placing of concrete.
- (b) Pumping of concrete is permitted only after approval of equipment and mix.
- (c) Ensure reinforcement and inserts are not disturbed during concrete placement.
- (d) Do not place load upon new concrete until authorized by Contract Administrator as per City of Winnipeg Standards.

E23.3.2 Construction Joints

- (a) Joint Fillers
 - (i) Furnish filler for each joint in a single piece for depth and width required for joint, unless otherwise authorized by Contract Administrator. When more than one piece is required for a joint, fasten abutting ends and hold securely by stapling or other positive fastening.

E23.3.3 Finishing of Concrete

- (a) General
 - (i) Finish concrete in accordance with CAN/CSA/A23.1-M90. Float surface with metal float and bring surface to true grade.
- (b) Landscape Curb and Exposed Foundations
 - (i) All shall be finished by a specialty concrete finishing subcontractor.
 - (ii) The size of finishing crews shall be planned with due regard for the effects of concrete temperatures and atmospheric conditions of the rate of hardening of the concrete.
 - (iii) The elevation of the finished shelter slab shall not vary more than 4mm +/- from the design elevation.
 - (iv) Finish of all items shall be smooth and clean with no pits, chips, bumps or other surface imperfections.

E23.3.4 Cleanup and Damage

- (a) Immediately on completion of concrete Work the Contractor shall remove from Site all equipment, timbers, shores, excavated materials, unused concrete, rubbish etc. caused by his operations, and leave the Site clean, level and ready for other Works.
- (b) The Contractor shall be responsible for making good all areas damaged by his operations in connection with this Contract regardless of the limits of the Contract as shown on the Drawings.

E23.4 Method of Measurement

E23.4.1 Cast-in-place Concrete will be measured on a unit basis as follows:

- (a) Supply and Install Concrete Foundations for Lights

The units to be paid for shall be the total number of units installed in accordance with this Specification and acceptable to the Contract Administrator, as computed from measurements made by the Contract Administrator.

E23.4.2 Cast-in-place Concrete will be measured on a linear metre basis as follows:

- (a) Supply and Install Landscape Curb

The length to be paid for shall be the total number of linear metres installed in accordance with this Specification and acceptable to the Contract Administrator, as computed from measurements made by the Contract Administrator.

E23.5 Basis of Payment

E23.5.1 Concrete Foundations for Lights will be paid for at the contract unit price per unit for "Concrete Foundations for Lights", measured as specified herein, which price shall be payment in full for performing all operations herein described and all other items incidental to the Work included in this Specification.

E23.5.2 Landscape Curb will be paid for at the contract unit price per linear metre for "C.I.P. Concrete Landscape Curb", measured as specified herein, which price shall be payment in full for performing all operations herein described and all other items incidental to the Work included in this Specification.

E24. UNIT PAVING STONE

E24.1 Description

E24.1.1 This Specification shall cover the supply and installation of the following:

- (a) New Unit Paving Stones on Concrete Sidewalk Paving.

E24.1.2 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified.

E24.2 General

E24.2.1 Store units in a protected location, immediately upon arrival on the Site.

E24.2.2 Remove from Site any units which have been damaged during transportation and replace.

E24.3 Materials

E24.3.1 Paving Stones on Concrete Sidewalk Base:

- (a) Paving stones shall be Barkman Precast Concrete Pavers as shown on the Construction Drawings and as follows:

- (i) "Holland Stone" Red River color 105 x 210 x 60 mm
- (ii) "Holland Stone" Charcoal color 105 x 210 x 60mm
- (iii) "Holland Stone" Desert Buff color 105 x 210 x 60mm

E24.3.2 Grout

- (a) Grout as specified hereinafter shall be used for grouting paving stone in areas indicated on the drawings. The grout shall have a compressive strength of 25 MPA at 28 days, determined on 50 mm cubes stored and tested in accordance with ASTM C109, and shall consist of normal portland cement, sand and water.
- (b) The water-cement ratio shall be kept in the range of 0.45 to 0.55.
- (c) The grout shall have between 3% and 5% entrained air.
- (d) Acryl stix or approved equal to be used in grout at approximately 4 litres Acryl stix to 3 litres water.
- (e) Admixtures to be used in the grout shall be supplied in accordance with the requirements of the City of Winnipeg Standard CW 3310.
- (f) The grout shall be of a consistency suitable for the application intended as approved by the Contract Administrator.
- (g) The Contractor shall provide the Contract Administrator with a mix design statement certifying the constituent materials and mix proportions that will be used in the grout for approval prior to construction.

E24.3.3 Dry Sand/Cement Mix

- (a) Dry sand/cement mix shall consist of 1 part Portland dry mix to 3 parts sand.

E24.3.4 Bedding Sand

- (a) Bedding sand shall be fine aggregate as specified in Section 5.4.1 of Specification CW 3310, with the exception that the sand shall have a minimum of 30% of the particle larger than 3mm.

E24.3.5 Filler Sand

- (a) Filler sand shall have a maximum aggregate size of 3mm.

E24.4 Construction Methods

E24.4.1 Excavation

- (a) Excavation shall comply with Specification CW 3110.
- (b) The excavation shall not extend beyond the specified limits of excavation. The limits of excavation shall be taken as a vertical plane not more than 150mm beyond the limits of the proposed paving stone sidewalk, unless otherwise specified on the Drawings or in the Specifications for the Work.
- (c) The sub-grade shall be excavated to the minimum depth shown on Detail SD-240B, unless otherwise directed by the Contract Administrator.

E24.4.2 Concrete Sidewalk Base

- (a) The Concrete Sidewalk Base shall be constructed in accordance with Specification E20, CW 3325 and as shown on the drawings.

E24.4.3 Preparation of Sand Base

- (a) On top of the concrete sidewalk base a layer of sand shall be placed, depth as indicated on the details.
- (b) The bedding sand layer shall be spread and levelled so that the paving stones when installed are 5mm higher than the finished grade. No more sand shall be spread than can be covered same day by paving stones. The bedding sand layer shall not be compacted prior to laying the paving stones.
- (c) The cost of supplying and placing bedding sand shall be incidental to the installation of the paving stones.

- (d) No paving stones shall be placed until construction of the underlying layers has been approved by the Contract Administrator.

E24.4.4 Installation of Paving Stones

- (a) New Paving Stones shall be installed on concrete sidewalk.
- (b) Contractor to verify the exact dimensions of Interlocking Paving Stones prior to Installation.
 - (i) Install sand bed to depth specified on Drawings.
 - (ii) Do not compact setting bed prior to installation of pavers or brick.
 - (iii) Spread only sufficient area which can be covered with pavers and brick same day.
 - (iv) Lay pavers on sand bed hand tight.
 - (v)
 - i) Where paving pattern is interrupted by vertical structural elements set into underlying concrete base and/or proposed or existing concrete foundation pads - pavers and brick must be sawcut and fit true and hand tight.
 - ii) Vertical Structural Elements are to be set into underlying concrete base and/or concrete slab foundations prior to installation of pavers and brick.
 - (vi) Pavers shall be cut with a saw only, to obtain true even undamaged edges. Chipped pavers are unacceptable.
 - (vii) Crews shall Work on installed paving stone, not on sand layer.
 - (viii) Spread and fine grade sand over paving surface and sweep into joints, in several directions.
 - (ix) Compact paving stones with vibratory plate compactor having mass of at least 113 kg.
 - (x) Sweep remaining sand over all paving stone areas and remove from Site.
 - (xi) Replace at no extra cost all whole or cut stones marked as unacceptable.
 - (xii) Remove cracked, chipped, broken or otherwise damaged paving materials from Site immediately.
 - (xiii) Upon completion, clean in accordance with manufacturer's recommendations.
 - (xiv) Grout in place all paving stones smaller than 2" x 4".

E24.5 Method of Measurement

- E24.5.1 Supply and installation of Paving Stone will be measured on a surface area basis for Supply and Install Unit Paving. The surface area to be paid for shall be the total number of square metres supplied and installed in accordance with the Drawings and Specifications and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator.

E24.6 Basis of Payment

- E24.6.1 The supply and installation of Paving Stones will be paid for at the Contract Unit Price per square metre for Supply and Install Unit Paving measured as specified herein, which price shall be payment in full for supplying and installing all materials and performing all operations herein described and all other items incidental to the Work included in this Specification.

E25. LANDSCAPE ROCK

E25.1 Scope Of Work

- E25.1.1 The following list generally describes the scope of this Section:
 - (a) Supply and install rough field stone rock on geotextile fabric

E25.2 Samples

E25.2.1 Submit to the Contract Administrator samples of the following materials:

- (a) Rock: 1 rock.
- (b) Geotextile: 1 sq.m

E25.3 Products

E25.3.1 Limestone and granite rock to be from a Manitoba quarry, colour to be approved by Contract Administrator. Size range to be 50% at 350mm-500mm O.D.; 40% 550mm-600mm O.D.; and 10% 650mm-800mm O.D.

E25.4 Subgrade Inspection

E25.4.1 Verify grades of compacted subgrade (to 95% SPD) and adjacent features for conformity with existing grades before placing boulder.

E25.4.2 Remove and dispose of unsuitable sub base material as directed by Consultant.

E25.5 Placement and Compaction of Landscape Rock

E25.5.1 Supply and installation of Geotextile is incidental to the work in this section.

E25.5.2 Place landscape rock in locations specified by Contract Administrator for use as retaining wall. Install as per Drawings.

E25.5.3 Excavate and backfill with compacted granular base around boulder. Tamper down in 150mm lifts and compact to 95% SPD. Supply and installation of granular base is incidental to the work in this section.

E25.5.4 Minimum one half of boulder to be buried.

E25.6 Method of Measurement

E25.6.1 Landscape Boulders shall be measured on a volume basis. The items to be paid for shall be the total cubic metres that are placed in the completed work in accordance with this specification, acceptable to the Consultant.

E25.7 Basis of Payment

E25.7.1 Landscape Boulders will be paid for at the Contract Unit Price per cubic metre for "Supply and Install Landscape Rock", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the work included in this specification.

E26. SITE FURNITURE

E26.1 Description

E26.1.1 This specification covers the supply and installation of:

- (a) Waste Receptacles – Ornamental flat iron slat c/w inserts painted black including concrete base.
- (b) 1.82m length Tache Style Recycled Plastic Benches with Backs and Centre Armrest including concrete base.
- (c) 9.1m (30'-0") ht. Aluminium Flagpole

E26.2 General

E26.2.1 Store units in a protected location, immediately upon arrival on the Site.

E26.2.2 Remove from Site any units which have been damaged during transportation and replace.

E26.3 Products

E26.3.1 Relocate existing Site furniture as noted on the drawings to locations as specified by Contract Administrator.

E26.3.2 Waste Receptacles as supplied by:

City of Winnipeg
Public Works, Equipment and Material Services,
102 1155 Pacific Ave.
Winnipeg, Manitoba R3E 1G6
Ph: (204) 986-5504 Fax: (204) 783-1248
Attn. Foreman

E26.3.3 Recycled Plastic Benches -1.82m length Tache Style bench with backs and centre armrest as supplied by:

City of Winnipeg
Public Works, Equipment and Material Services,
102 1155 Pacific Ave.
Winnipeg, Manitoba R3E 1G6
Ph: (204) 986-5504 Fax: (204) 783-1248
Attn. Foreman

E26.3.4 9.1m (30'-0") ht. Aluminium Flagpole as supplied by:

Playgrounds-R-Us
250 Transport Road
Winnipeg, Manitoba R2C 2Z2
Ph: (204) 632-7000 Fax: (204) 632-7421
Contact: Bob LaCroix

E26.4 Installation

- (a) Site Furniture shall be installed in locations as indicated on the Construction Drawings.
- (b) Benches and Waste Receptacles to be installed as per City of Winnipeg Specifications and details.
- (c) Tache Bench SCD 120
- (d) Waste Receptacle SCD 119
- (e) Install flagpoles as per manufacturer's specifications. Install manufacturer's standard fittings, fasteners and hardware as required. All posts to be installed on concrete foundations as per manufacturer's specification and details. Impervious seal to be applied around all in-ground components, to prevent water seepage, as per manufacturer's specifications.
- (f) Protect and maintain Site furnishings, including accessories, until acceptance of project Work.
- (g) Immediately remove from Site, damaged furnishing and accessories. Replace, repair, re-finish, or otherwise make good to approval of Contract Administrator.

E26.4.2 Concrete Foundations

- (a) All flagpoles are to be set on concrete foundations to ensure stability and prevent frost heaving. The current Standard Construction Specifications of the City of Winnipeg, CW 2160-R4 - Concrete to be Used in Underground Works, is to be utilized in the installation of the concrete Works for all below ground components. All foundations

are to be stamped by a Structural Engineer licensed to practice in the province of Manitoba.

- (b) The specific concrete requirements shall be:
Sulfate resistant, Type 50 Cement
28 day compressive strength of 30 Mpa
maximum aggregate size of 40mm, nominal
slump 90 20mm
maximum water/cement ratio 0.45
- (c) No separate payment will be made for concrete foundation for play equipment. All Work is incidental to the unit prices bid for the items.

E26.5 Method of Measurement

E26.5.1 Supply and Installation of Site furniture will be measured on a unit basis. The number of each item to be paid for will be the total number supplied and placed in accordance with this Specification and accepted by the Contract Administrator, as measured by the Contract Administrator.

E26.6 Basis of Payment

E26.6.1 Supply and Installation of Site furniture shall be at the per unit price bid for each item as follows:

- (a) 1.82m length Tache Style Recycled Plastic Benches with Backs and Centre Armrest
- (b) Metal Slat Waste Receptacles
- (c) 9.1m (30'-0") ht. Aluminum Flagpole

Measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this Specification.

E27. SITE LIGHTING

E27.1 Description

E27.1.1 This Specification shall cover the furnishing of labour, new material, equipment and services necessary and reasonably implied and incidental to the complete installation of electrical Work shown on the plans and specification including, but not limited to:

- (a) Wiring, trenching, backfilling and surface repair
- (b) Poles
- (c) Lighting Fixtures, mounting, attachments and lamps.

E27.1.2 Supply and Install all devices required for the complete approved system, operating to the complete satisfaction of the Contract Administrator.

E27.1.3 Contractor is to be responsible for any damage caused by improperly carrying out this contract.

E27.2 Materials

E27.2.1 Trenching, backfilling and surface repair to CW 2030.

E27.2.2 Sgt. Tommy Prince MM Veterans Park Pathway Refer to Drawings L2 and E1

- (a) Minimum wire size #10 AWG for All wiring to be copper, TECK90.
- (b) Post Mounted Luminaire c/w 22' direct buried pole

- (c) P.E.C. – STD VP80-120V-150 S c/w 150W HPS lamp and 6 guards.
- (d) Shroud and Lens Frame: shall made of heavy gage spun aluminum. Removable shroud for easy access to the lamp compartment and the lens frame shall be sealed with a neoprene extrusion gasket, providing a weather tight seal.
- (e) Guards: shall be a one piece cast aluminum having a double curved arm. There are four guards in all.
- (f) Holder: shall be made of cast aluminum and shall slip fit onto a 4" diameter tenon.
- (g) Lens: clear prismatic polycarbonate. I.E.S. distributions are available in types 3 or 5.
- (h) Ballast: factory pre wired and tested. Ballast is mounted on a removable heavy gage galvanized steel tray with quick disconnects for easy installation and replacement. Ballast shall be CWA, CWI, HX or reactor type.
- (i) Socket shall be made of porcelain and shall be medium or mogul base, 4KV pulse rated.
- (j) Finish: Fixtures are finished with an electrostatically applied thermoset polyester powder coat with a rust inhibiting process.
- (k) Colour to be Black.
- (l) All exterior hardware shall be stainless steel.
- (m) Poles to be to Manitoba Hydro Standard Material Specification Technical Requirements. Poles to be manufactured to meet all applicable CSA standards. Round poles to be galvanized steel, straight poles, as supplied by Martec Manufacturing, installed with 4.88m(15') of the pole above finished grade, circular 125mm (5") O.D. cross section and 125mm (5") inside diameter ground sleeve. Poles shall be supplied with a handhole having a minimum dimension of 100x 180mm c/w 38mm wide x 6mm reinforcing ring. Handholes are to be oriented away from pathway. Refer to L3.2 for pole details. Stamped shop drawings for poles and bases to be supplied by contractor.

E27.2.3 Contractor shall submit shop drawings to Contract Administrator for review prior to ordering equipment

E27.2.4 Pay all utility contribution charges for associated power services. This is incidental to the cost of supply and installation of Luminaires.

E27.3 Construction Methods

E27.3.1 Co-ordinate locations of all light fixtures and trenches with Contract Administrator prior to construction.

E27.3.2 The entire electrical installation shall comply with the latest edition of the Canadian Electrical Code and with all provincial and municipal laws; rules and ordinances. Prepare and submit to the proper authorities all necessary permits and pay all permit fees.

E27.3.3 Grounding shall be in accordance with the latest edition of The Canadian Electrical Code.

E27.3.4 The Contractor shall carefully examine all drawings relating to the Work. Report at once to the Contract Administrator any defect, discrepancy, omission or interference affecting the Work of the drawing.

E27.3.5 The Contractor shall coordinate with Manitoba Hydro to determine the required service for new lighting.

E27.3.6 Make all arrangements with Manitoba Hydro and pay all associated hydro costs.

E27.3.7 Install designatory lettering on all electrical equipment.

- E27.3.8 Trenching, backfilling and surface repair to CW 2030. Trenching to follow line of pathway. All wiring along pathways is to be 1.0m from edge of pathway in line with lighting. Trenching, backfilling, and surface repair shall be incidental to the cost for installing wiring.
- E27.3.9 Prepare and submit to the proper authorities all necessary permits and pay all fees.
- E27.3.10 Pay all utility contributions. Provide all accessories.
- E27.3.11 Fixtures are to be installed to manufacturer's specifications.
- E27.3.12 Supply and install, wire and connect all luminaries (to be complete with lamps) as indicated.
- E27.3.13 Max. 2% voltage drop for all wiring.
- E27.3.14 Make all arrangements to store and unload equipment.
- E27.3.15 Provide a completed "as-built" drawing set to the City of Winnipeg at completion of project, including all trench locations, etc.
- E27.3.16 Electrical installation including electrical equipment supplied, installed or connected shall be tested in the presence of the Contract Administrator on completion of the Work.
- E27.3.17 Grounding to be to City of Winnipeg Electrical bylaws. Provide code conforming ground rods, etc.
- E27.3.18 Poles to be pushed 2.14m (7') below grade as per Manitoba Hydro Standard Material Specification Technical Requirements. Centre of poles to be 1.0 m from edge of pathway.
- E27.3.19 Conduits in direct contact with earth or in concrete shall be rigid PVC. Conduits shall be concealed unless otherwise noted on the drawings. Conduits shall not be exposed in any area where concealed Work is required without prior written approval.
- E27.3.20 Junction boxes shall be of size and type to suit the requirements of the application. Junction boxes shall be accessible.
- E27.3.21 The Contractor is to provide wiring to CSA standard and electrical poles. Wire and cable shall be copper of standard AWG sizes with 600V (90 Degree C) insulation. Insulation shall be X-Link Polyethylene unless otherwise noted on drawings or prohibited by regulations. Aluminium conductors will not be accepted. Minimum wire size shall be #10 AWG.
- E27.3.22 Circuit breakers shall be bolt-in, moulded-case, thermal and magnetic trip and match existing manufacturer. Trip values as shown on drawing. Two or three pole breakers shall have common trip units. Mount a typewritten directory behind a plastic shield on the inside of panelboard doors.
- E27.3.23 Equipment and material shall be installed as specified.
- E27.3.24 Upon completion and before final payment is made, present to the Contract Administrator a Certificate of Approval for all electrical Work from the inspection department having jurisdiction.
- E27.3.25 In accordance with D21 the Contractor shall the satisfactory operation of all Work and apparatus included and installed under this section for a period of twelve (12) calendar months after the date of Total Performance.
- E27.4 Method of Measurement
- E27.4.1 Supply and Installation of Electrical Trenching, Power Cable and backfilling, shall be measured on a lineal metre basis. The number of metres to be paid shall be the total number of metres supplied and installed in accordance with the Drawings and Specifications and as measured and accepted by the Contract Administrator.

- E27.4.2 Supply and Installation of Pedestrian Park Lighting will be measured on a per unit basis. The number of units to be paid shall be the total number of units supplied and installed in accordance with the Drawings and Specifications and as measured and accepted by the Contract Administrator.
- E27.4.3 Supply and Installation of CSTE including Manitoba Hydro power supply and connections will be measured on a lump sum basis in accordance with the Drawings and Specifications and as measured and accepted by the Contract Administrator.
- E27.5 Basis of Payment
- E27.5.1 Supply and Installation of Electrical Trenching, Power Cable and Backfilling shall be paid for at the Contract Unit Price per lineal metre for "Electrical Trenching, Power Cable and Backfilling", which price shall be payment in full for supply of all materials and performing all operations herein described and for all other items incidental to the Work included in this Specification.
- E27.5.2 Supply and Installation of the Fixtures will be paid for per unit at the Contract Unit Price for "Supply and Install Pedestrian Park Lighting (including luminaire, pole, shroud, base plate, fasteners, foundation, etc.) which price shall be payment in full for supply of all materials and performing all operations herein described and for all other items incidental to the Work included in this Specification.
- E27.5.3 Supply and Installation of CSTE including Manitoba Hydro power supply and connections will be paid for on a lump sum basis, which price shall be payment in full for completing all operations herein described and all other items incidental to the Work included in this specification.

E28. PLANT MATERIAL

E28.1 Description

- E28.1.1 The following list generally describes the scope of this section:
- (a) Supply and installation of trees including preparation, digging, transport and planting.
 - (b) Maintenance of Trees during establishment period (minimum 30 days or until Total Performance whichever is longer). Refer to Extended Maintenance of Trees and Plant Material for extended tree and shrub maintenance period.

E28.2 General

E28.2.1 Source Quality Control

- (a) Obtain approval of plant material at source. All plant material will be field approved by the Contract Administrator. The Contractor shall notify the Contract Administrator to organize the inspection, a minimum of 5 Working days prior to installation.
- (b) No Work under this Special Provision is to proceed without approval.
- (c) Acceptance of plant material at source does not prevent rejection on Site prior to or after planting operations.
- (d) Source of all plant material to be Manitoba.

E28.2.2 Shipment and Pre-Planting Care

- (a) Co-ordinate shipping of plants and excavation of holes to ensure minimum time lapse between digging and planting.
- (b) Tie branches of trees and shrubs securely and protect plant material against abrasion, exposure and extreme temperature change during transit. Avoid binding of planting

stock with rope or wire which would damage bark, break branches or destroy natural shape of plant. Give full support to root ball of large trees during lifting.

- (c) Cover plant foliage with tarpaulin, and protect bare roots by means of dampened straw, peat moss, sawdust or other acceptable material to prevent loss of moisture during transit and storage.
- (d) Remove broken and damaged roots with sharp pruning shears. Make clean cut and cover cuts over 50 mm diameter with wound dressing.
- (e) Keep roots moist and protected from sun and wind. Heel-in trees, which cannot be planted immediately, in shaded areas, and water well.

E28.2.3 Guarantee

- (a) The Contractor hereby warrants that the plant material as itemized on the plant list will remain free of defects for the duration of the two year maintenance period indicated in E25. End-of-warranty inspection will be conducted.
- (b) The Contractor agrees and guarantees to replace and replant any nursery stock found dead or in poor condition for the warranty period from date of Certificate of Total Performance, without cost to the City. "Poor Condition" shall be interpreted as meaning nursery stock on which branches are dead or dying, or have not shown satisfactory growth in leaves. Exempted is nursery stock damaged by accidental causes or vandalism, which stock shall be replaced at the cost of the owner.
- (c) The Contract Administrator reserves the right to extend Contractor's warranty responsibilities for an additional one year if, at end of initial warranty period, leaf development and growth is not sufficient to ensure future survival.

E28.2.4 Replacement

- (a) During warranty period, remove from Site any plant material that has died or failed to grow satisfactorily as determined by the Contract Administrator.
- (b) Replace plant material as directed by the Contract Administrator.
- (c) Extend warranty on replacement plant material for a period equal to the original warranty period.
- (d) Continue such replacement and warranty until plant material is acceptable.

E28.3 Materials

E28.3.1 Water

- (a) Water should be potable and free of minerals which may be detrimental to plant growth.

E28.3.2 Root Ball Burlap

- (a) Root ball burlap should be 150 g Hessian burlap.

E28.3.3 Anti-Desiccant

- (a) Anti-desiccant should be wax-like emulsion to provide film over plant surface reducing evaporation but permeable enough to permit transpiration.
- (b) Anti desiccant should be used only as requested by Contract Administrator

E28.3.4 Wound Dressing

- (a) Wound dressing should be horticulturally accepted non-toxic, non-hardening emulsion.

E28.3.5 Plant Material

- (a) Quality and Source: Comply with Guide Specification for Nursery Stock, 1982 Edition of Canadian Nursery Trades Association, referring to size and development of plant material and root ball.
- (b) Measure plants when branches are in their natural position. Height and spread dimensions refer to main body of plant and not from branch tip to branch tip. Use trees and shrubs of No. 1 grade.

E28.3.6 Additional plant material qualifications

- (a) Use trees and shrubs with strong fibrous root system free of disease, insects, defects or injuries and structurally sound. Use trees with straight trunks, well and characteristically branched for species. Plant must have been root pruned regularly, but not earlier than one growing season prior to arrival on Site.

E28.3.7 Cold Storage

- (a) Approval required for plant material which has been held in cold storage.

E28.3.8 Container - Grown Stock

- (a) Acceptable if containers large enough for root development. Trees must have grown in container for minimum of one growing season but not longer than two.
- (b) Root system must be able to "hold" soil when removed from container. Plants that have become root bound are not acceptable. Container stock must have been fertilized with slow releasing fertilizer.

E28.3.9 Balled and Burlapped

- (a) Deciduous trees in excess of 3m height must have been dug with large firm ball. Root balls must include 75% of fibrous and feeder root system. This excludes use of native trees grown in light sandy or rocky soil. Secure root balls with burlap, heavy twine and rope. For large trees: wrap ball in double layer of burlap and drum lace with minimum 10 mm dia. rope. Protect root balls against sudden changes in temperature and exposure to heavy rainfall.

E28.3.10 Tree Spade Dug Material

- (a) Dig plant material with mechanized digging equipment of hydraulic spade or clam-shell type. Root balls to satisfy CNTA standards. Lift root ball from hole, place in wire basket designed for purpose and line with burlap. Replace root ball and tie basket to ball with heavy rope. Take care not to injure trunk of tree with wire basket ties or rope.

E28.3.11 Substitutions

- (a) Substitutions to plant material as indicated on plantings plan are not permitted unless written approval has been provided in accordance with B6.

E28.4 Construction Methods

E28.4.1 Workmanship

- (a) Stake out location of trees and shrubs as per the Construction Drawings. Obtain approval prior to excavating.
- (b) Apply anti-desiccant in accordance with material manufacturer's instructions.
- (c) Co-ordinate operations. Keep Site clean and planting holes drained. Immediately remove soil or debris spilled onto pavement.

E28.4.2 Planting Time

- (a) When permission has been obtained to plant materials after buds have broken, spray plants with anti-desiccant to slow down transpiration prior to transplanting.

- (b) When permission has been obtained, trees and shrubs growing in containers may be planted throughout growing season.
- (c) Plant only under conditions that are conducive to health and physical conditions of plants.
- (d) Provide planting schedule. Extending planting operations over long period using limited crew will not be accepted.

E28.4.3 Excavations

- (a) Prepare Tree Pits to City of Winnipeg and Canadian Nursery Trades Association standards.
- (b) Protect bottom of excavations against freezing.
- (c) Remove water which enters excavations prior to planting. Ensure source of water is not ground water.

E28.4.4 Planting

- (a) Loosen bottom of planting hole to depth of 150 to 200 mm.
- (b) Plant trees and shrubs vertically with roots placed straight out in hole. Orient plant material to give best appearance in relation to structure, roads and walks.
- (c) Place plant material to depth equal to depth they were originally growing in nursery.
- (d) With balled and burlapped roots balls, loosen burlap and cut away minimum top 1/3 without disturbing root ball. Do not pull burlap or rope from under root ball. With container stock, remove entire container without disturbing root ball. Non bio-degradable wrappings must be removed.
- (e) Tamp planting soil around root system in layers of 150 mm eliminating air voids. Frozen or saturated planting soil is unacceptable. When 2/3 of planting soil has been placed, fill hole with water. After water has been completely penetrated into soil, complete backfilling.
- (f) Build 100 mm deep saucer around outer edge of hole to assist with maintenance watering.
- (g) When planting is completed, give surface of planting saucer dressing of organic 10-6-4 fertilizer at rate of 12 kg/100 m for shrub beds or 40 to 50 g/mm of calliper for trees. Mix fertilizer thoroughly with top layer of planting soil and water in well.

E28.4.5 Pruning

- (a) Prune trees after planting as noted below. Postpone pruning of those trees where heavy bleeding may occur, until in full leaf. Employ clean sharp tools and make cuts flush with main branch, smooth and sloping as to prevent accumulation of water.
- (b) Remove projecting stumps on trunks or main branches. Remove dead and injured branches and branches that rub causing damage to bark. Trim trees without changing their natural shape. Do not damage lead branches or remove smaller twigs along main branches.
- (c) Prune Deciduous Trees to min 2.4 m clear stem height.

E28.4.6 Maintenance

- (a) Refer to E30 for Extended Maintenance of all plant material (Two Year Maintenance) Extended maintenance to begin when plant material has been accepted and Certificate of Total Performance has been issued.
- (b) After completion of planting operation to the satisfaction of the Contract Administrator, the Contractor shall be responsible for the maintenance of the plant material during

establishment period until accepted and Certificate of Total Performance has been issued.

- (c) Replace any dead or damaged plant material during the maintenance period, including replacement of vandalized material.
- (d) Water sufficiently to maintain optimum growing conditions. Ensure adequate moisture in root zone at freeze-up.

E28.4.7 Maintenance Materials

- (a) The Contractor shall provide all necessary equipment, including: tractors, mowers, hand mowers, trimmers, fertilizer spreaders, pruning tools, hoses, water meters, and any other items necessary for the maintenance of the plant material indicated in this Specification.

E28.4.8 Personnel

- (a) The Contractor shall provide all necessary personnel for the ongoing maintenance operations.
- (b) Personnel should have at least one year of experience in landscape maintenance and should be under the direction of a foreman, in all cases, with not less than five years of experience with similar maintenance operations.

E28.4.9 Maintenance Methods

- (a) Watering Shrubs and Trees
 - (i) All trees and shrubs shall be watered as required.
 - (ii) To determine the need for watering, make a soil test weekly with a one-inch auger. Take a test sample from both the planting soil and from the root area by drilling to a minimum depth of 600 mm. The soil shall contain enough moisture to hold together when compressed in the hand, but not be muddy.
 - (iii) During the hot season soak thoroughly approximately every week to ten days, depending on soil conditions. Take soil sample periodically, using an earth auger, until the maintenance personnel are familiar with soil conditions.
 - (iv) If soil is dry because of insufficient rain in the late fall, water plant material sufficiently to soak the entire root area before the earth freezes.
- (b) Fertilizing Shrubs and Trees
 - (i) Fertilizing shrub beds using a 10-6-4 mixture of fertilizer.
 - (ii) Fertilize trees using a 10-6-4 mixture of fertilizer.
- (c) Cultivation
 - (i) Cultivate tree pits to keep the top layer of soil loose, friable and free of weeds. Never cultivate soil more than 50 mm. Maintain 100 mm depth of wood chip mulch in planters and planting beds.
- (d) Spraying
 - (i) Spray trees, shrubs, perennials and annuals to control insect pests and diseases. Use horticulturally recommended compounds specific for the problem to be contained. Do not use DDT or sprays prohibited by Agriculture Canada.
- (e) Adjustments
 - (i) Make adjustments requested by the Contract Administrator including straightening.

E28.5 Method of Measurement

E28.5.1 Supply and Installation of Plant Material will be measured on a unit basis. The number of units to be paid shall be the total number of units supplied and installed in accordance with the Drawings and Specifications and as measured and accepted by the Contract Administrator.

E28.6 Basis of Payment

E28.6.1 Supply and Installation of Plant Material will be paid for at the Contract Unit Price per unit for "Supply and Installation of Plant Material", measured as specified herein, which price shall be payment in full for performing all operations herein described and all other items incidental to the Work included in this Specification.

E29. ESTABLISHMENT OF SEEDED AREAS

E29.1 Description

E29.1.1 This Specification will cover all work and materials required to establish seeded native grass areas.

E29.2 Materials

E29.2.1 Existing on site topsoil will be spread by others to a depth of 100mm for all seeded areas.

E29.2.2 Additional topsoil may be available on site for use. Contractor is to coordinate with Landscape works contractor.

E29.2.3 Herbicides to work on broadleaf and grassy weeds.

E29.2.4 Seed for naturalization area to be predominately Ecovars™ native tall grass prairie seed with specific mixes for each slope, aspect and elevation. Contractor to supply a seed mix list prior to construction.

E29.3 Construction Methods

E29.3.1 The topsoil is to be prepared for seeding through mechanical and chemical controls. The contractor is to provide a schedule of work detailing the timing and duration of soil preparation for the three-year installation period.

E29.3.2 A cover crop is to be planted in 2006 and 2007 to reduce weed growth and erosion control prior to establishment of native seed mixes.

E29.3.3 Upon satisfactory control of weeds on site in 2008 the contractor is to drill seed the site with appropriate seed mix with a specialized grass seed drill.

E29.3.4 The contractor is to maintain the seeded area with all required mowing, weed removal etc. to establish a healthy plant community.

E29.4 Maintenance

E29.4.1 Site pre-plant weed control shall follow as outlined in Ducks Unlimited Revegetating with Native Grasses manual and is to meet City of Winnipeg Naturalist requirements for native grass stands.

E29.5 Method of Measurement

E29.5.1 Seeded areas will be measured on an area basis for each seed mix. The area to be paid for shall be the total number of square metres installed in accordance with this Specification and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator.

E29.6 Basis of Payment

E29.6.1 Seeded areas will be paid for at the Contract Unit Price per square metre for each type of seed mix area for 'Supply and Installation of Naturalized Areas' measured as specified herein, which price shall be payment in full for completing all operations herein described and all other items incidental to the Work included in this Specification.

E30. EXTENDED MAINTENANCE OF TREES AND PLANT MATERIAL

E30.1 Description

E30.1.1 This Specification shall deal with the maintenance of the trees for two (2) years calendar years after the date of the Certificate of Total Performance.

E30.2 Scope of the Work

E30.2.1 The following generally describes the scope of this Specification:

(a) Maintenance of Trees.

E30.3 Materials

E30.3.1 The Contractor shall provide all necessary equipment, including: tractors, trimmers, fertilizer spreaders, pruning tools, water trucks, hoses, water meters, and any other items necessary for the maintenance of the area indicated in this Specification.

E30.3.2 Personnel

(a) The Contractor shall provide all necessary personnel for the ongoing maintenance operations.

E30.3.3 Areas

(a) The following areas shall be part of the maintenance jurisdiction:

(i) The trees as indicated on the Construction Drawings.

E30.4 Work Included

E30.4.1 Water Trees

(a) All trees shall be watered bi-weekly, or during the summer, if temperatures are fairly high and there has been no rainfall, water approximately once a week. Where irrigation is not available this should be executed by leaving a hose, with a gentle rate of flow, running into the saucer of the root ball for about one hour.

(b) To determine the need for watering, make a soil test weekly with a one-inch auger. Take a test sample from both the planting soil and from the root ball by drilling to a minimum depth of 600 mm. The soil shall contain enough moisture to hold together when compressed in the hand, but shall not be muddy.

E30.4.2 Fertilizing, Pruning and Spraying Deciduous Trees

(a) Because of the specialized nature of such operations, this should be done by a qualified local arborist.

(b) Fertilize in the fall over the surface of the ground surrounding the plants, then soak the area thoroughly. Use 10-6-4 analysis fertilizer spreading a maximum of 0.13 kg per square meter.

(c) Spray trees to control insect pests and diseases. Use horticulturally recommended compounds specific for the problem to be contained.

E30.4.3 Tighten, or remove, turnbuckles or guy wires for trees as required or directed by the Contract Administrator.

E30.4.4 Straighten trees as required and directed by the Contract Administrator.

E30.4.5 General Maintenance

- (a) Clean up litter and debris in tree cover bi-weekly.

E30.4.6 Maintenance of Trees and Shrubs

- (a) From time of acceptance by Contract Administrator to end of warranty period, perform following maintenance operations:
 - (i) Water to maintain soil moisture conditions for optimum growth and health of plant materials without causing erosion.
 - (ii) Reform damaged watering saucers.
 - (iii) Remove weeds monthly.
 - (iv) Replace or respread damaged, missing or distributed mulch.
 - (v) For non-mulched areas, cultivate monthly to keep top layer of soil friable.
 - (vi) Apply pesticides in accordance with Federal, Provincial and Municipal regulations as and when required to control insects, fungus and disease. Obtain product approval from Contract Administrator prior to application.
 - (vii) Apply fertilizer in early spring based on soil test results.
 - (viii) Remove dead, broken, or hazardous branches from plant material.
 - (ix) Keep tree supports in proper repair and adjustment.
 - (x) Remove tree supports and level watering saucers at end of warranty period.
 - (xi) Remove and replace dead plants and plants not in healthy growing condition. Make replacements in same manner as specified for original plantings.
 - (xii) Submit monthly written reports to Contract Administrator identifying:
 - i) Maintenance Work carried out.
 - ii) Development and condition of plant material.
 - iii) Preventative or corrective measures required which are outside Contractor's responsibility.

E30.5 Guarantee of Work

- E30.5.1 The Contractor shall agree and guarantee to replace and replant any nursery stock found dead or in poor condition at the completion of the maintenance period. "Poor Condition" shall be interpreted as meaning nursery stock in which branches are dead or dying, or have not shown satisfactory growth of leaves. All replacements shall be of same size and species, as specified and be subject to maintenance for two (2) years calendar years after the date of replacement.

E30.6 Method of Measurement

- E30.6.1 Extended Maintenance will be on a lump sum basis, in accordance with the Construction Drawings and as accepted by the Contract Administrator.

E30.7 Basis of Payment

- E30.7.1 Payment for Extended Maintenance as specified under this section shall be on a lump sum basis. Price bid for extended maintenance of shrubs shall be separated from price bid for extended maintenance of shrubs. Payment shall be made in two equal instalments (50% each), payable on satisfactory completion on the first and second anniversary of the recognized date of completion for Two Years Maintenance.

E30.8 Acceptance

- E30.8.1 Upon the second anniversary of the recognized date of completion, or similarly the end of the required maintenance period, a Site inspection shall be held. If at this time, all material and Works is satisfactory the Contract for maintenance and warranty shall be terminated.

