



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 452-2006

**KILCONA PARK SOCCER FIELD & GATEWAY COMMUNITY CENTER
ATHLETIC FIELD IMPROVEMENTS**

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PART B - BIDDING PROCEDURES

B1. PROJECT TITLE KILCONA PARK SOCCER FIELD & GATEWAY COMMUNITY CENTER ATHLETIC FIELD IMPROVEMENTS

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, August 9, 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.

B4. ENQUIRIES

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

B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
 - B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda shortly before submitting his Bid.

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

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

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

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

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

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

B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.

B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.

B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

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

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

B7. BID SUBMISSION

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

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

B7.2 The Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.

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

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

B7.4 Bid Submissions shall be submitted to:

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

B8. BID

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

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

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

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

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

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

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;

- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

B8.4.2 All signatures shall be original.

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

B9. PRICES

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

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

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

B10. QUALIFICATION

B10.1 The Bidder shall:

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

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

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

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

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

B11.1.1 Bidders or their representatives may attend.

B11.2 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>.

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

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

B12. IRREVOCABLE BID

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

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

B13. WITHDRAWAL OF BIDS

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

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

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

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

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

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

B14. EVALUATION OF BIDS

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

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

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

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

B14.4 Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

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

B14.5 Further to B14.1(c) the Total Bid Price shall be the the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices adjusted, if necessary, as follows:

- (a) If the lowest evaluated responsive Bid Submitted by a responsible and qualified Bidder is within the budgetary provision for the work, no adjustment will be made to the Total Bid Price; or
- (b) If the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder exceeds the budgetary provision for the Work, the Total Bid Price of all responsive Bids submitted by responsible and qualified Bidders will be adjusted by progressively deducting the following items in the order listed, until a Total Bid Price within the budgetary provision is achieved:
 - (i) Storage Compound at Gateway Community Center: Items 11,12,14, and 15.
Storage Compound at Gateway
 - (ii) Multi-Flow at perimeter of Kilcona soccer field: Item 10
 - (iii) Volleyball Court at Kilcona: Items 5,6,7 and 8
 - (iv) Mini-Catch basin at Gateway Community Center: Item 17.

B15. AWARD OF CONTRACT

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

- B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- B15.4 Notwithstanding GC:4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract, as defined in GC:1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

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

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of Construction of a Soccer Field and Beach Volleyball Court at Kilcona Park as well as Miscellaneous drainage improvements in Kilcona Park and Miscellaneous improvements to the grounds at Gateway Community Center.
- D2.2 The major components of the Work are as follows:
- (a) Rough grading in Kilcona Park
 - (b) Construction of a soccer field at Kilcona Park
 - (c) Topsoil and seed in the areas surrounding the new soccer field at Kilcona Park
 - (d) Construction of a new beach volleyball facility at Kilcona Park
 - (e) Drainage improvements in two locations in Kilcona Park
 - (f) Removal of an existing storage compound and construction of a new storage compound at Gateway Community Center.
 - (g) Drainage improvements at Gateway Community Center
 - (h) Supply and installation of chain link fencing at Gateway Community Center.

D3. CONTRACT ADMINISTRATOR

- D3.1 The Contract Administrator is Dean Spearman Landscape Architect, represented by:
- Dean Spearman
83 Lafayette Bay
Winnipeg, Manitoba
R3T 3J9
- Telephone No. (204) 261-4137
Facsimile No. (204) 261-4137
- D3.2 At the pre-construction meeting, Dean Spearman 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. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES

D6.1 Further to GC:6.12 the Contractor shall give all necessary notices, obtain all necessary permits, and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of same before proceeding with the Work, and pay any cost attached to the inspection and approval of such plans.

D6.2 All notices, consents, approvals, statements, authorizations, documents, or other communications to the City shall be submitted to the Contract Administrator.

D6.3 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.

D6.4 All Work shall be performed in a manner compliant with the Manitoba Workplace Health and Safety act.

D6.5 All Work shall be performed in a manner compliant with the Manitoba Workplace Health and Safety Fall Protection Guidelines

D6.6 The Contractor and SubContractors shall be fully aware of all Work involving hazardous materials. All Work shall be performed in compliance with the Manitoba Department of Labour Workplace Safety and Health Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification to the Contract Administrator or his/her encountering of suspected hazardous material during the course of Work.

D7. DAMAGE TO EXISTING STRUCTURES AND PROPERTY

D7.1 Further to GC:17, all necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing trees, shrub, 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 Work. For all damage incurred thereto in the performance of the Work, the Contractor shall upon instructions from and to the satisfaction of the Contract Administrator, either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to, the Contract Administrator. The cost of which shall be borne entirely by the Contractor.

D7.2 The Contractor shall also indemnify and save harmless the City and the Contract Administrator, from all claims made directly or indirectly against it in respect to such damage.

D7.3 The Contractors 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 is maintained to private properties while he is Working near them.

D7.4 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.

D8. TEMPORARY UTILITIES

D8.1 Further to GC:6.12, the Contractor shall 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.

D8.2 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.

D9. PROTECTION OF THE SURVEY INFRASTRUCTURE

D9.1 Nonwithstanding CW 1130-R1 3.14 'Protection of Survey Infrastructure' of the Standard Construction Specifications, 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.

D9.2 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 a.m. to 4:00 pm Monday to Friday excluding holidays) to obtain 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. The Contractor should quote Geomatics Job Number(s) 20060498 for Gateway, and 20060499 for Kilcona.

D9.3 Where a survey post, bar, or control monument lies in the line of 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.

- D9.4 Outline survey monuments and geodetic control monuments at or adjacent to the Site, not in 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 \$1000 per bar and \$3000 per control monument. Contractors must ensure Subcontractors are aware of this clearance procedure and the potential restoration costs.
- D9.5 Where possible, amounts owed to the City in accordance with the above will be deducted from any payments to be made by the City to the Contractor.

SUBMISSIONS

D10. INSURANCE

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg and the Contract Administrator 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;
- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 The Contractor shall provide the City Solicitor with a certificate of insurance of each policy, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- D10.4 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.

D11. PERFORMANCE SECURITY

- D11.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or

- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

- D11.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D11.2 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 Purchase Order and prior to the commencement of any Work on the Site.

D12. SUBCONTRACTOR LIST

- D12.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

SCHEDULE OF WORK

D13. COMMENCEMENT

- D13.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.
- D13.2 The Contractor shall not commence any Work on the Site until:
 - (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
 - (ii) evidence of the workers compensation coverage specified in GC:6.14;
 - (iii) evidence of the insurance specified in D10;
 - (iv) the performance security specified in D11;
 - (v) the Subcontractor list specified in D12;
 - (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.
- D13.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

D14. SUBSTANTIAL PERFORMANCE

- D14.1 The Contractor shall achieve Substantial Performance within Forty Five (45) consecutive Working Days of the commencement of the Work as specified in D13.
- 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 Sixty (60) consecutive Working Days of the commencement of the Work as specified in D13.

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 Two Hundred Fifty dollars (\$250.00) 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.

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) Maintain sod as specified in CW 3510;
- (b) Maintain seeded area as specified in CW 3520 ;

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).

D20. SAFETY

D20.1 The Contractor shall comply with the following:

- (a) The City of Winnipeg's Safety in the Workplace Policy for Alcohol or any Mood or Mind Altering Drug in the Workplace.
- (b) The City of Winnipeg Safety Manual
- (c) The Public Works Department's Safety Regulations
- (d) The Province of Manitoba Workplace, Safety and Health Act.

D20.2 The Contract Administrator and the City of Winnipeg, Public Works Department's Safety Officer has the authority to enforce all the above listed safety and/or health regulations.

D20.3 Notwithstanding D17.1 and D17.2 the Contractor shall be solely responsible for construction and public safety at the Site and for securing the Site at all times to prevent public access.

D20.4 The Contractor shall, at his own expense, do whatever is necessary to ensure that when Work is stopped, and the Contractor leaves the Site for whatever reason, the Site and Work is made safe, including but not limited to:

- (a) The removal and/or safe storage of all construction equipment and materials.
- (b) The equipment installed and/or in the process of installation be completed or secured to ensure that no public hazards exist.
- (c) That all open excavations be filled; and
- (d) That all construction debris and surplus excavation material be removed from the Site.

FORM H1: PERFORMANCE BOND
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

_____ day of _____, 20____, for:

BID OPPORTUNITY NO. 452-2006

**KILCONA PARK SOCCER FIELD & GATEWAY COMMUNITY CENTER
ATHLETIC FIELD IMPROVEMENTS**

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 D11)**

(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. 452-2006

**KILCONA PARK SOCCER FIELD & GATEWAY COMMUNITY CENTER
ATHLETIC FIELD IMPROVEMENTS**

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>
L-1	Kilcona Park Location Plan
L-2	Drainage Improvements
L-3	Surface Treatment and Details
L-4	Volleyball Courts
L-5	Gateway CC Improvements

E2. LOCATION OF WORK

- E2.1 The Work is located within Kilcona Park in the North East corner of the City of Winnipeg, and in the grounds of Gateway Community Center located on the South East corner of Gateway and Bonner.

E3. LAYOUT OF WORK

- E3.1 As a part of the Contract, the Contractor shall be responsible for all survey requirements including but not limited to the location of all items of the contract.
- E3.2 The Contractor shall establish and maintain all control lines and grade stakes in accordance with City of Winnipeg geodetic information and the information supplied on the working drawings. Expense incurred for the re establishment of grade stakes, control lines, monuments and other related survey information or requirements shall be entirely paid for by the Contractor.
- E3.3 All layout Work shall be inspected and approved by the Contract Administrator prior to construction.
- E3.4 Before commencing Work the Contractor shall satisfy himself as to the meaning and correctness of all stakes and marks and no claims shall be entertained by the City of Winnipeg, or the Contract Administrator on account of any alleged inaccuracies. If any error is suspected in the plans, specifications, or the directions of the Contract Administrator, Work shall be discontinued until the errors are rectified through consultation with the Contract Administrator identified in D 3.1 and the City of Winnipeg, Public Works Department representative. No claims shall be made on account of any delay occasioned thereby.

E4. SITE CLEANUP AND RESTORATION

- E4.1 All pathways, streets, approaches, driveways, and properties near the Work Site shall be kept clean at all times by the Contractor.
- E4.2 Upon completion of the Work the Contractor shall immediately remove all excess materials and debris from the Work Site.
- E4.3 Total performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all plant, tools, equipment, waste, debris, and surplus earth, to the satisfaction of the Contract Administrator. Unless otherwise specified, the Contractor shall restore all areas of the Site which have been disturbed by the Contractor's operations to as good or better than the original condition to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this Work.

WORK

E5. DEMOLITION AND REMOVALS

- E5.1 This section shall cover the removal of storage compound and associated crusher fines paving at Gateway CC and also the removal/relocation of existing site furniture as required at Kilcona Park. It shall also cover any other demolition and removal necessary to construct the project which may be considered incidental to other items of work.
- E5.2 To the extent and limits shown on the drawings, where the existing crusher fines paving is to be removed, the existing crusher fines paving is to be excavated to a depth sufficient to remove the existing granular material in its entirety.
- E5.3 Excavated granular material is to be removed from the Site and disposed of in a legally acceptable manner. Should the quality of existing granular material be acceptable and the contamination of the material with clay or soil be minimal and following inspection and approval of the granular material by the Contract Administrator, the granular material may be used in the base layer of the new crusher fines paving.
- E5.4 The existing storage compound at Gateway CC shall be removed in its entirety. Said removal shall include removal of the fence and existing paving.
- E5.5 Measurement and payment for this section shall be on the following basis;
- (a) Removal of surplus fill material shall be considered incidental to the portions of Work that generated the fill. There will be no separate measurement or payment for this portion of the Work.
 - (b) Removal of crusher fines paving shall be considered incidental to the Removal of the Existing Storage Compound and shall be paid for under the unit price for that item..
 - (c) Removal/ Relocation of existing site furniture at Kilcona Park shall be a lump sum item and paid for at the lump sum amount found on Form B :Prices.
- E5.6 There will be no measurement or additional payment for removal of any material beyond that approved by the Contract Administrator prior to the commencement of excavation/demolition.

E6. EARTHWORK AND GRADING

- E6.1 This specification shall cover all clearing and grubbing, stockpiling of topsoil, removal or supply and placement of materials necessary to achieve the grades and drainage patterns documented in the drawings.

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- E6.2 This specification is supplemental to CW 3010 , CW 3110 and CW 3170. Materials and installation are to conform to these standard specifications.
- E6.3 Clearing and grubbing operations are to be completed to the satisfaction of the Contract Administrator prior to the beginning of Earthwork and Grading.
- E6.4 Earthwork and Grading shall be paid for at the unit price for ‘Grading’ as is appropriate based upon a measure of the actual area graded in accordance with the plans and specifications.
- E6.5 There will be no separate measurement or payment for stockpiling of topsoil, clearing and grubbing operations, excavation, or supply or removal of fill material as these shall be considered incidental to the Earthwork and Grading operations.

E7. SUB-SURFACE DRAINAGE

- E7.1 This Work shall consist of providing and placing a geocomposite prefabricated drain system as described in the plans. The drainage system shall be installed in accordance with these Specifications and in reasonably close conformity with the locations and dimensions as shown on the plans or specified by the Contract Administrator. The quantities of drain as shown on the plans may be increased or decreased at the direction of the Contract Administrator based on actual Site conditions that occur during construction of the project. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the Work.
- E7.2 The drain conduit shall be of flexible, prefabricated, rounded rectangular shaped, composite product. The drain conduit shall be wrapped with a non-woven geotextile and shall be a non-woven needle-punched construction and consist of long-chain polymeric fibers composed of polypropylene, polyethylene or polyamide. The fibers shall be oriented into a multi-directional stable network whereby they retain their positions relative with each other and allow the passage of water as specified. The fabric shall be free of any chemical treatment or coating, which reduces permeability and shall be inert to chemicals commonly found in soil. The geotextile shall conform to the following minimum average roll values.

Weight	ASTM D-3776	3.0 - 4.0
Tensile Strength	ASTM D-4632	100 - 130
Elongation %	ASTM D-4632	50 - 70
Puncture, lb	ASTM D-751	35 - 60
Mullen Burst, psi	ASTM D-3786	110 - 215
Trapezoidal Tear, lb	ASTM D-4533	40 - 42
Coefficient of Permeability	ASTM D-4491	.2 - .4 cm/sec
Flow Rate, gpm/ft2	ASTM D-4491	100 - 140
Permittivity, 1/sec	ASTM D-4491	1.3 - 2.0
Apparent Opening Size	ASTM D-4751	60/70 Max. US Std Sieve Opening
Seam Strength, lb/ft	ASTM D-4595	100

Fungus	ASTM G-21	No growth
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- E7.3 The drainage core shall be made of a high-density polyethylene. The core shall be constructed using interconnected corrugated pipes that define and provide the flow channels and structural integrity of the drain. The geotextile shall function only as a filter. The core of the edge drain shall conform to the following physical property requirements.

Thickness, inches	ASTM D-1777	1.0
Flow Rate, gpm/ft***	ASTM D-4716	30
Compressive Strength, psf	STM D-1621 (modified sand method)	6000
Pipe Stiffness, pii	ASTM D-2412	100

*** At gradient = 0.01, pressure = 10 psi for 100 hours.

- E7.4 The fittings used with the edge drain shall be of a "snap together" design. In no case shall any drainage product be joined without the use of the manufacturers connector designed specifically for the purpose.
- E7.5 Drainage pipe shall be Multi-Flow or approved substitute in accordance with B6. Size shall be 150 mm. All fittings shall be sized to fit approved for use with Multi-Flow or approved substitute by the manufacturer. Cleanouts shall be provided as indicated on the drawing..
- E7.6 Pipe for edge drain outlet laterals shall be either PVC pipe meeting the requirements of ASTM D-2729 or ASTM F-949, or high-density polyethylene pipe meeting the requirements of AASHTO M252. 2.4 A rodent screen made of 7.6 mm by 7.6 mm square opening size, 1.6 mm gauge, stainless steel or galvanized, welded wire mesh shall be installed in each outlet lateral line. When using galvanized welded wire mesh, the rodent screen shall be galvanized after it has been formed to the shape and dimensions required.
- E7.7 Backfill shall be course sand whose particle size is defined as less than 5% retained on a #10 screen, and less than 5% passing through a # 30 screen. (US Std Sieve) In no case shall more than 1% pass a #60 screen.
- E7.8 Mini Catch Basin is to be NDS 1200 12" catch basin c.w. 1213 square cast iron grate and fittings to connect with Multi Flo Drain.
- E7.9 The layout of the subdrain is to be marked on Site and approved by the Contract Administrator prior to trenching.
- E7.10 Trenches are to be excavated with a trenching machine or by hand. Locations where the trench has to cross existing utilities, existing irrigation pipes and all other subsurface pipes or fixtures are to be excavated by hand. The amount of trench excavated at any time shall not exceed the amount of drain that can be set and backfilled completely prior to the end of that Working Day. Trench shall be of the width specified on the drawings.
- E7.11 The bottom surface of the trench is to be free of loose particles and is to have the slope shown on the drawings. Over excavation in the bottom of the excavation shall be backfilled to the proper grade with excavated material or sand prior to the placement of the drain. Where sand or excavated material is used to fill the trench to the proper elevation that material shall be compacted to 95% of standard proctor density using appropriate means. Where the trench is to

pass through an area of existing sod the excavated material is not to remain on the grassed surface for a period longer than 24 hours. Excavated material if not required as fill elsewhere on Site shall be removed from Site and disposed of legally.

- E7.12 Multi-Flow drain pipe is to be placed in trench using Multi-Flow centering device. Trench is to be backfilled with coarse sand to the surface. Backfill shall be placed in maximum of 45 cm loose lifts. Backfill is to be lightly tamped into place and watered. In the case of trenches extending into existing grassed areas coarse sand backfill is to be seeded with grass seed.
- E7.13 Contractor is to maintain top surface of the backfilled sand even with the surrounding grade during the grow in phase.
- E7.14 Fittings for the drain shall be installed in accordance with the manufacturer's recommendations.
- E7.15 Any damaged edge drain or outlet lateral shall be replaced or repaired by splicing in an undamaged section of drain at the contractor's expense.
- E7.16 The Contractor shall be responsible for restoration of any surfaces damaged during the Work under this section. There shall be no separate measurement or payment for restoration Work required as a result of this Work.
- E7.17 Measurement and payment shall be on a per linear meter basis for the actual length of pipe installed. All trenching, backfill, fittings, cleanouts, connections to existing drainage are to be considered incidental to the supply and installation of the pipe.

E8. SODDING

- E8.1 This specification covers the supply and installation of topsoil and sod, the topdressing and seeding of seem, edges and areas of minor site restoration.
- E8.2 Areas to be Sodded are to be laid out on site and approved by contract administrator before commencing work. Work outside the limits approved by the Contract Administrator will not be measured and will not be paid for under this section but considered incidental to the work. Incidental site restoration shall conform to the same specifications.
- E8.3 Topsoil and sod are to be supplied and installed as per CW 3510-R8 and CW 3540-R3.
- E8.4 The compacted depth of topsoil on the playing field surface at Kilcona Park shall be 10 cm.
- E8.5 The compacted depth of topsoil in the swail restoration at Gateway Community Center and in Kilcona Park in off field areas shall be 7.5 cm.
- E8.6 Measurement and Payment will be at the contract unit price per square meter for "Topsoil(10 cm compacted Depth)", "Topsoil (7.5 cm Compacted Depth)", and "Sod" as is appropriate. Measurement shall be of the actual area sodded. Price shall be payment in full for supplying materials and for performing all operations listed below:
 - (a) Supply and installation of topsoil.
 - (b) Supply and placement of sod.
 - (c) maintenance of sod.

E9. SEEDING

- E9.1 This specification covers the supply and installation of topsoil, preparation of the seed bed, supply and installation of seed and maintenance.

- E9.2 Areas to be Seeded are to be laid out on site and approved by contract administrator before commencing work. Work outside the limits approved by the Contract Administrator will not be measured and will not be paid for under this section but considered incidental to the work. Incidental site restoration shall conform to the same specifications.
- E9.3 Topsoil and seed are to be supplied and installed as per CW 3520 and CW 3540.
- E9.4 Measurement and Payment will be at the contract unit price per square meter for 'Topsoil (10 cm compacted Depth' and 'Seed' as is applicable. Measurement shall be of the actual area Seeded and falling within the limits of work shown on the drawings and approved on site by the Contract Administrator. Price shall be payment in full for supplying materials and for performing all operations listed below:
- (a) Supply and installation topsoil.
 - (b) Supply and placement of seed.
 - (c) maintenance of seed.

E10. GRANULAR PAVING

- E10.1 This specification covers the supply and installation of granular paving including all excavation, compaction, geotextile, sub-base and base construction as well as gravel surfacing, and repair of existing sod to ensure a smooth transition to the paving. Other items necessary to complete this portion of the work and not noted elsewhere are considered incidental to this work.
- E10.2 This specification is supplemental to CW 3110, CW 3130 and CW 3170. Materials and installation are to conform to these standard specifications.
- E10.3 Sub-base, base materials and depths are as noted on drawing.
- E10.4 Except as specifically noted on the drawing areas of granular paving are to be constructed so as to function with existing drainage patterns and are to have a minimum cross slope of 2% and a maximum cross slope of 5%.
- E10.5 Granular paving is to meet existing landscaping, concrete paving and roads in a neat and precise manner.
- E10.6 Measurement and Payment will be at the contract unit price per square meter for 'Crusher Fines Paving'. Measurement shall be of the actual area covered by granular paving within the limits shown on the drawings. Price shall be payment in full for supplying materials and for performing all operations listed below:
- (a) Stripping existing topsoil.
 - (b) Excavate in-situ material to accommodate the pavement structure including base and subbase.
 - (c) Supply and installation of Geotextile.
 - (d) Supply and placement of Crushed limestone base course.
 - (e) Supply and placement of Crushed surfacing.
 - (f) Compaction
 - (g) Repair of grass (tie-in) at edge of newly constructed paving.

E11. VOLLEYBALL COURT

- E11.1 This specification covers the supply and installation of all items required to construct the Volleyball courts as shown on the Drawings.

- E11.2 Concrete piles and reinforcements are to conform to CW 1260 as applicable.
- E11.3 Ground Sleeves are to be set into piles to accommodate the posts at the time of pouring. Ground sleeves shall be provided by the City.
- E11.4 Volleyball Posts are to be supplied by the City and to be installed by the Contractor.
- E11.5 Sand shall be double washed and free of silt or clay. It shall have a sub angular shape and have a tan colour. The sand shall be granite based.
- E11.6 Particle size of Sand shall conform to the following;
- (a) Fine gravel 2 mm 0%
 - (b) Very coarse sand 1 - 2 mm 0 - 6%
 - (c) Coarse sand 0.5 - 1 mm min of 80%
 - (d) Medium sand 0.25 - 0.5 mm max of 18.0%
 - (e) Fine Sand 0.15 - 0.25 mm not greater than 7-18%
 - (f) Very Fine Sand 0.05 - 0.15 mm not greater than 2%
 - (g) Silt and Clay below 0.5 mm not greater than .15%
- E11.7 Geotextile shall be non-woven in conformance with CW 3130.
- E11.8 Contractor shall install foundations for the volleyball posts ensuring that the top elevation conforms to the supplied detail.
- E11.9 Contractor shall excavate the area of the volleyball courts to the grades and slopes shown on the drawings. Once the subgrade has been approved by the contract administrator, the contractors shall install geotextile, sand, and posts.
- E11.10 Measurement and payment shall be for the units and at the unit prices found in Form B: Prices as are applicable to the work.

E12. CRUSHER FINES PAVING

- E12.1 This specification covers the supply and installation of Crusher fines paving including all excavation, compaction, geotextile, sub-base and base construction as well as gravel surfacing, and repair of existing sod to ensure a smooth transition to the roadway. Other items necessary to complete this portion of the Work and not noted elsewhere are considered incidental to this Work. This specification shall also cover the rehabilitation of existing crusher fines paving.
- E12.2 Sub-base, base materials and depths are as noted on drawing.
- E12.3 Except as specifically noted on the drawing areas of crusher fines paving are to be constructed so as to function with existing drainage patterns and are to have a minimum cross slope of 2%.
- E12.4 Crusher fines paving is to meet existing landscaping, concrete paving and crusher fines paving in a neat and precise manner.
- E12.5 Where rehabilitation of crusher fines paving is called for the Contractor shall destroy any weeds in the crusher fines path, scarify the path surface, compact, and install 40 mm of new 5 to 10 mm crusher fines limestone, wet the surface, and compact.

- E12.6 Measurement and Payment for new crusher fines paving will be at the Contract unit price per square meter for 'Crusher Fines Paving'. Measurement shall be of the actual area covered by Crusher fines. Price shall be payment in full for supplying materials and for performing all operations listed below:
- (a) Excavate in-situ material to accommodate the pavement structure including base and subbase. Disposal of excess material.
 - (b) Supply and installation of Geotextile.
 - (c) Supply and placement of Crushed limestone base course.
 - (d) Supply and placement of Crushed surfacing.
 - (e) Repair of grass (tie-in) at edge of newly constructed paving.