



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 561-2007

BLANCHARD EAST PARK PASSIVE PARK DEVELOPMENT

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 BLANCHARD EAST PARK PASSIVE PARK DEVELOPMENT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, August 17, 2007 .

B2.2 Bids 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 C3.1, 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 regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.2.3 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 may 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 COMPONENTS

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;

- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B7.4.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid.
- B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B7.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Bids 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 should 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 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.

B9.1.1 Notwithstanding C12.2.3(c), prices on Form B: Prices shall include the Manitoba Retail Sales Tax (MRST, also known as PST), but exclude GST.

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; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the 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>).

B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);

B10.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.5 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 Bids 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 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the 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 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 C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the 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 will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 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 is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the 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 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.

- (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 Prices of all responsive Bids submitted by responsible and qualified Bidders will be adjusted by progressively deducting
 - (i) item 4 "Secondary Limestone Sitting Area";
 - (ii) item 8 – "Install Tache Style Bench Composite - 1.8 m";
 - (iii) item 12 – "Shrub Planting" - until a Total Bid Price within the budgetary provision is achieved.

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

B15. AWARD OF CONTRACT

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

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

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

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

(e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B15.3 Subject to B15.2, where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the responsive Bid having the highest points based on evaluation criteria.

B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

B15.4 Notwithstanding C4, 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 C1.1, 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

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* 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>.
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Construction*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of:

- (a) Excavation of existing granular;
- (b) Site grading;
- (c) Supply and installation of limestone path;
- (d) Supply and Installation of bench;
- (e) Supply and installation of waste receptacles;
- (f) Supply and installation of plant bed;
- (g) Supply and installation of shrubs;
- (h) Supply and installation of woodchips;
- (i) Supply and installation of topsoil and sod;
- (j) Supply and installation of topsoil and seed.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Donna Beaton
Urban Designer
City of Winnipeg
Parks, Riverbanks and Community Initiatives Branch
Planning and Land Use Division
Planning, Property and Development Department
15-30 Fort St.
Winnipeg. MB R3C 4X5

Telephone No. (204) 986-7436

Facsimile No. (204) 986-7524

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.

D4.2 The designated supervisor shall remain on Site at all times during the Work and shall be authorized by the Contractor to make legally binding decisions on behalf of the Contractor.

D5. NOTICES

- D5.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- 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 following address or facsimile number:
- The City of Winnipeg
Chief Administrative Officer Secretariat
Attn: Chief Administrative Officer
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
Attn: City Solicitor
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

D6. PERMITS, NOTICES, LICENSE, CERTIFICATES, LAWS AND RULES

- D6.1 Further to C6.12, 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 of such plans.
- D6.2 Further to C6.11, the Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.
- D6.3 Further to C23.2, all notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.
- D6.4 Further to C6.26, all Work shall be performed in compliance with The Workplace Safety and Health Act (Manitoba).
- D6.5 All Work shall be performed in compliance with The Workplace Safety and Health Fall Protection guidelines.
- (a) The Contractor and Subcontractors must be fully aware of all Work involving hazardous materials. All Work must be performed in compliance with the Manitoba Department of Labour Workplace Health and Safety Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification to the Contract Administrator of his/her encountering of suspected hazardous material during their course of Work.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

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) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) automobile liability insurance for 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 Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.

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. SUBCONTRACTOR LIST

D9.1 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

D10. COMMENCEMENT

D10.1 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.

D10.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) evidence of the insurance specified in D8; and
 - (iv) the Subcontractor list specified in D9.
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

- (c) the Contractor has provided a written schedule of work outlining dates and duties to be performed.

D10.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

D11. SUBSTANTIAL PERFORMANCE

D11.1 The Contractor shall achieve Substantial Performance within ten (10) consecutive Working Days of the commencement of the Work as specified in D10.

D11.2 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.

D11.3 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.

D12. TOTAL PERFORMANCE

D12.1 The Contractor shall achieve Total Performance within fifteen (15) consecutive Working Days of the commencement of the Work as specified in D10. An exception can be made to accommodate supply and installation of playstructures only if delivery of same cannot be made within the timeframe. The Contractor must get approval on proposed completion date for these items with the Contract Administrator.

D12.2 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.

D12.3 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.

D13. LIQUIDATED DAMAGES

D13.1 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 four hundred dollars (\$400) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.

D13.2 The amount specified for liquidated damages in D13.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.

D13.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D14. EXISTING SERVICES AND UTILITIES

D14.1 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; the City 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.

D15. ACCESS TO SITE

- D15.1 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.
- D15.2 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.

D16. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY

- D16.1 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 City of Winnipeg Contract Administrator, and the cost of which shall be borne entirely by the Contractor. The Contractor shall also indemnify and save harmless the City from all claims made directly or indirectly against it in respect to any such damage.
- D16.2 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing park trees within the limits of the construction area:
- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment within 2 metres of trees.
 - (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2400 wood planks, or suitable protected as approved by the Contract Administrator.
 - (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 1.5 times the diameter (measured in inches), with the outcome read in feet, 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.
 - (d) Operation of equipment within the drip line of the trees shall be kept to a minimum required to perform the Work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the drip lines of trees. The drip line 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.
- D16.3 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/her designate.
- D16.4 No separate measurement or payment will be made for the protection of trees.

CONTROL OF WORK

D17. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D17.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

WARRANTY

D18. WARRANTY

- D18.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.
- D18.2 Notwithstanding C13.2 or D18.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if:
- (a) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use; or
 - (b) In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

MEASUREMENT AND PAYMENT

D19. PAYMENT

- D19.1 Further to C12, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D20. LAYOUT OF WORK

- D20.1 The Contractor will set control lines and bench marks by means of stakes, buoys or marks and the Contractor shall make the completed works conform to the lines and marks thus indicated. The Contractor shall furnish all other lines and levels required. The Contractor shall be responsible for the careful preservation of all stakes and marks so set whether relating to his own or to other Work. Care must be taken that the Contract Administrator be notified immediately of the disturbance of any such stakes or marks; the cost of correcting any errors arising out of neglect of the Contractor or his agent or his employees, to so notify the Contractor Administrator shall be borne entirely by the Contractor, as well as the cost of replacing any disturbed stakes or marks.
- D20.2 All layout Work shall be inspected and approved by the Contract Administrator prior to construction.
- D20.3 Before commencing Work the contractor shall satisfy himself as to the meaning and correctness of all stakes and marks and no claims shall be entertained by the City of Winnipeg on account of any alleged inaccuracies. If any error is suspected in the plans, specifications or the directions of the Contract Administrator, Work shall be discontinued until the errors are rectified, but no claims shall be made on account of any delay occasioned thereby.

D21. SITE RESTORATION

- D21.1 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all tools, equipment, waste, debris and surplus foundation earth to the satisfaction of the Contract Administrator. Unless otherwise specified, the Contractor shall restore all areas of the Site beyond the established limit of Work, which have been disturbed by the Contractor's operations to as good as or better than the original condition to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this Work.

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 C2.4(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>
B.100-B1	BLANCHARD EAST PARK - Existing Conditions & Removals
B.100-B2	BLANCHARD EAST PARK - Proposed Site Development
B.100-B3	BLANCHARD EAST PARK – Site Grading & Layout Plan
SCD-624B	PARK PATH – CRUSHED LIMESTONE
SCD-501A	PREPARATION OF SHRUB BED
SCD-120A	TACHE BENCH - COMPOSITE
SCD-119	WASTE RECEPTACLE METAL SLAT TYPE
SCD-106	WASTE RECEPTACLE WIRE BASKET
SCD-717A	PARK SIGN INSTALLATION

- E1.2.1 Above Drawings are available on request in AutoCAD .dwg format or Vectorworks format from the Contract Administrator.

SITE DEVELOPMENT

E2. EXCAVATION AND DISPOSAL

- E2.1 General Description
- E2.1.1 This specification shall cover the excavation and legal disposal of existing surfacing to accommodate new surfacing materials and installations.
- E2.1.2 Work shall include but not be limited to the following:
- (a) Excavate and dispose of all existing gravel and turf to the limits shown on Drawings B.100-B1 and B.100-B2, and to the depths necessary to achieve finish grade for:
 - (i) Limestone path;
 - (ii) Shrub beds;
 - (iii) topsoil and sod.
 - (b) Remove and dispose any remaining gravel surfacing to accommodate new sod and topsoil.
- E2.2 Construction Methods
- E2.2.1 Excavation and disposal includes the removal of items (i.e. gravel and turf) as indicated on the Drawings and as directed by the Contract Administrator. Work includes the satisfactory disposal of unsuitable Site material such as clays susceptible to frost-heaving, silts, rock

rubble rubbish and any surplus suitable Site material. Do not disturb adjacent items designated to remain in place.

- E2.2.2 All extraneous materials are to be removed from the Site and disposed of in a safe and legal manner. This specification shall amend and supplement City of Winnipeg Standard Construction Specifications CW 3110-R7. The Work to be done by the Contractor under this specification shall include all labour, equipment and material necessary for and incidental to the satisfactory performance and completion of the Work herein specified.
- E2.2.3 Disposal of material shall be understood to mean the hauling of all unsuitable material from the Site and the unloading in a legal manner acceptable to the Contract Administrator. If arrangements are made in advance excavated material may be disposed of on Site at a location designated by the Contract Administrator.
- E2.2.4 Contractor must coordinate with the Contract Administrator to ensure all removals have occurred.
- E2.2.5 Excavate to the limits shown on Drawings B.100-B1 and B.100-B2 and as necessary to achieve finish grades:
- (a) Limestone path – 200mm, in accordance with SCD-624B and per E4;
 - (b) Shrub beds – 350mm minimum, in accordance with SCD-501A - and per E6;
 - (c) Topsoil and sod – 100mm, per E9.
- E2.3 Method of Measurement and Basis of Payment
- E2.3.1 Method of Measurement shall be as follows:
- (a) Excavation and Disposal shall be measured on a cubic metre basis for “Excavate and legally remove existing gravel surfacing” on Form B: Prices.
 - (b) No measurement will be made for Excavation and Disposal for the limestone path as these items are incidental to E4.
 - (c) No measurement will be made for Excavation and Disposal for the shrub beds as these items are incidental to E6.
- E2.3.2 Basis of Payment shall be as follows:
- (a) Excavation and Disposal of existing gravel areas for new sod will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated by the Bidder on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
 - (b) No payment will be made for Excavation and Disposal for the limestone path as this shall be incidental to E4.
 - (c) No payment will be made for Excavation and Disposal for the shrub beds as this shall be incidental to E6.

E3. SITE GRADING

E3.1 Description

- E3.1.1 This Specification shall amend and supplement the City of Winnipeg Specifications CW 3170-R3. Site Grading shall be undertaken in two general areas as shown on Drawings B.100-B2 and B.100-B3.
- E3.1.2 In Grading Area 1 the Contractor shall smooth out the existing knoll, as shown on Drawing B.100-B1, and grade the area surrounding the limestone path in order to create a fairly evenly sloped longitudinal and cross slope for the path, as shown on Drawing B.100-B3.
- E3.1.3 In Grading Area 2 the Contractor shall add some of the fill taken from the regarded knoll to create a fairly evenly sloped sitting area, as shown on Drawing B.100-B3.

E3.2 Method of Measurement and Basis of Payment

E3.2.1 Method of Measurement shall be as follows:

- (a) Site Grading will be measured on a square metre basis for "Grading for Limestone Pathway and Sitting Area" on Form B: Prices.

E3.2.2 Basis of Payment shall be as follows:

- (a) Site Grading will be paid for at the Contract Unit Prices as indicated on Form B: Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E4. LIMESTONE PATH

E4.1 Description

- E4.1.1 This Specification shall amend and supplement the City of Winnipeg Specification CW 3110-R7. The Work to be done by the Contractor under this Specification shall cover all phases of supply and placement of crushed limestone surfacing materials necessary to install a Limestone Path and Sitting Area(s) as shown on Drawing B.100-B2.

E4.2 Materials

- E4.2.1 Limestone Path shall consist of a 150 mm base coarse depth of 19 mm diameter crushed limestone down, with a 50 mm depth of 6 mm diameter crushed limestone capping, see SCD-624B.

E4.3 Construction Method

- E4.3.1 The Contractor shall survey and stake out Limestone Path prior to the start of construction as shown on the construction drawings. Layout of path shall be checked and confirmed with Contract Administrator prior to construction.
- E4.3.2 Excavation of Limestone Path shall be as per E2.
- E4.3.3 All granular base coarse shall be placed and compacted to the finished thickness as specified on the drawings.
- E4.3.4 Base Coarse and Capping Coarse shall be compacted to a minimum of Hundred (100%) of Standard Proctor Density.

E4.4 Method and Measurement of Payment

E4.4.1 Method of Measurement shall be as follows:

- (a) Limestone Path and sitting areas shall be measured on a square metre basis for:
 - (i) "Supply and install Limestone Pathway and Sitting Area"; and
 - (ii) "Secondary Limestone Sitting Area" on Form B: Prices.

E4.4.2 Basis of Payment shall be as follows:

- (a) Limestone Path and sitting areas shall be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for excavation, subgrade compaction, supply and installation of base coarse and top coarse, supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E5. SITE FURNITURE

E5.1 Description

- E5.1.1 This specification shall cover the supply and installation of:
- (a) one (1) Tache Bench;
 - (b) one (1) Expanded Metal Waste Receptacle;
 - (c) one (1) Metal Slat Waste Receptacle, and
 - (d) one (1) Park Sign.
- E5.1.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work as shown on Drawing B.100-B2 and specified herein. Supply includes pick up and payment from source identified below.
- E5.2 Materials
- E5.2.1 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.
- E5.2.2 Site Furniture shall be:
- (a) "Tache Bench-Composite" as per SCD-120A, Product #52501067, or substitute in accordance with B6;
 - (b) "Waste Receptacle - Expanded Metal Basket" as per SCD-106, Product #52501051, or substitute in accordance with B6; and
 - (c) "Waste Receptacle – Metal Slat Type" as per SCD-119, Product #52501062, or substitute in accordance with B6; and
 - (d) Pick up of Park Sign.
- E5.2.3 Contact for all Site Furniture:
- Aaron Lennon
Supervisor of Central Repair/Manufacturing Facility
City of Winnipeg
Fleet Management Agency Division
Public Works Department
215 Tecumseh St
Winnipeg. MB R3E 3S4
Telephone No. (204) 986-5505
Facsimile No. (204) 986-1248
- E5.3 Construction Methods
- (a) All work is to be located and installed in accordance with the Drawings B.100-B2, SCD-120A, SCD-119, SCD-106, and SCD-717A, using approved non-rusting, vandal resistant fasteners to ensure solid, durable, finished work suitable for the purpose intended. Fasteners and assembly hardware shall be incidental to the Work;
 - (b) All furnishings and fixtures to be installed plumb and true to correct elevations and location, as directed the Contract Administrator. The Contractor shall confirm proposed locations of all site furnishings with Contract Administrator prior to installation;
 - (c) All furnishings and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering is prohibited;
 - (d) Install as per manufacturer's instructions and the attached drawings;
 - (e) Bench to be installed on limestone sitting area as specified in E4.
 - (f) Park Sign to be installed as per SCD-717A.
- E5.4 Method of Measurement and Basis of Payment
- E5.4.1 Method of Measurement shall be as follows:
- (a) Site Furniture will be measured on a per unit basis for the following items:

- (i) "Supply and Install Tache Style Bench Composite - 1.8 m";
- (ii) "Supply and Install Waste Receptacle – Expanded Metal Basket";
- (iii) "Supply and Install Waste Receptacle – Metal Slat Type"; and
- (iv) "Pick up and Install Park Sign" on Form B: Prices.

(b) No measurement will be made for the limestone sitting area as this shall be incidental to E4.

E5.4.2 Basis of Payment shall be as follows:

- (a) Site Furniture will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
- (b) No payment will be made for limestone sitting area as this shall be incidental to E4.

E6. SHRUB BED

E6.1 Description

- (a) This specification shall cover shrub bed installation.
- (b) The City reserves the right to reduce the area of shrub beds installed in order to meet the budgetary constraints.

E6.2 Materials

E6.2.1 Topsoil Mix

- (a) Planting soil shall consist of black top soil, a fertile friable natural loam containing by volume not less than 4% and no more than 25% of organic matter for clay loams, and not less than 2% and no more than 25% for sandy loams, with an acidity value ranging from pH 6.0 to 8.0 and capable of sustaining vigorous plant growth. Topsoil is to be free of any mixture of subsoil, clay lumps and free of stones and other extraneous matter. It shall not contain couch or crab grass rhizomes.

E6.2.2 Woodchip Mulch shall be in accordance with E8.

E6.3 Construction Methods

E6.3.1 General

- (a) Area of shrub bed as per Drawings B.100-B2 and B.100-B3 shall be excavated as per E2. Planting bed shall be excavated with vertical sides and material removed to a minimum depth of 350mm in area indicated on Drawings B.100-B2 and SCD-501A.

E6.3.2 Installation

- (a) Excavation shall be in accordance with E2.
- (b) Upon excavation of the planting bed, the excavation shall be backfilled with a topsoil mixture to a depth to permit adequate installation and stabilization of the plant material. Topsoil shall be placed in accordance with City of Winnipeg Standard Construction Specification CW 3540-R5 to a 400mm depth.
- (c) Wood chip mulch shall be installed over topsoil in Shrub Bed to a depth of 100mm, as per E8.

E6.4 Method of Measurement and Basis of Payment

E6.4.1 Method of Measurement shall be as follows:

- (a) Shrub Bed Preparation will be measured on a per square metre basis for "Shrub bed Preparation" on Form B: Prices. This price shall be payment in full including all costs

for the excavation of the planting bed, installation of the topsoil, and the hauling and installation of the wood chip mulch.

E6.4.2 Basis of Payment shall be as follows:

- (a) Shrub Bed Preparation will be paid for at the Contract Unit Prices as indicated on Form B: Prices. The amount to be paid for shall be the total number of units on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E7. PLANT MATERIAL

E7.1 Description:

- (a) This specification shall cover the supply and installation of nursery grown shrubs.
- (b) The City reserves the right to reduce the quantity of shrubs in order to meet the budgetary constraints.

E7.2 Materials

E7.2.1 General

- (a) All nursery stock supplied shall be Canadian prairie nursery grown, of the species and sizes indicated on the drawings. Quality shall be in accordance with the latest "Guide Specification for Nursery Stock of the Canadian Nursery Trades Association".
- (b) Any nursery stock dug from native stands, wood lots, orchards or neglected nurseries and which have not received proper cultural maintenance as advocated by the Canadian Nursery Trades Association shall be designated as "collected plants". The use of "collected plants" will not be permitted unless approved by the Contract Administrator.
- (c) The Contract Administrator reserves the right to inspect the plant material at their original source, and to instruct the supplier on root and branch pruning requirements.
- (d) Nomenclature of specified nursery stock shall conform to the International Code of Nomenclature for Cultivated Plants and shall be in accordance with the approved scientific names given in the latest edition of standardized Plant Names. The names of varieties not names therein are generally in conformity with the names accepted in the nursery trades.
- (e) Plants larger than specified may be used if approved by the Contract Administrator. The use of such plants shall not increase the Contract price.
- (f) All nursery stock shall be measured when the branches are in their normal position. Height and spread dimensions specified refer to the main body of the plant and not from branch tip.
- (g) All nursery stock shall be well branched, true to type, structurally sound, possess a well developed, undamaged root system and shall be free of disease, insect infestations, rodent damage, sunscald, frost cracks and other abrasion or scare to the bark. All parts of the nursery stock shall be moist and show live, green cambium when cut.
- (h) At least one plant of each variety supplied shall bear a tag showing both the botanical and common name of the plant.

E7.2.2 Protection of Stock

- (a) All nursery stock shall be well protected from damage and drying out from the time of digging until the time of planting on site. All roots shall be cleanly cut; split roots are not acceptable.
- (b) Nursery stock shall be transplanted with care to prevent damage. Branches shall be carefully tied in such a manner so as not to break or damage trunks. Points of contact with equipment shall be padded. All nursery stock, which cannot be planted

immediately upon arrival at the site, shall be well protected to prevent drying out and shall be kept moist until commencement of planting.

E7.2.3 Wound Dressing

- (a) Horticulturally accepted non-toxic, non-hardening emulsion. Wound Dressing must be approved by Contract Administrator.

E7.3 Construction Methods

E7.3.1 General

- (a) Planting pits shall be excavated in a square shape with vertical sides to a depth and a minimum width amounting to twice the diameter of the root system, as per drawing SCD-501A. The excavated pits shall be refilled with backfill mix as per E6. Hand dig pits where required to protect underground utilities.

E7.3.2 Installation

- (a) Upon excavation of the pits, and protection of any underground utility lines, the holes shall be backfilled with a topsoil mixture to a depth to permit adequate installation and stabilization of the plant material.
- (b) After inserting the plant and filling the planting hole with topsoil, water shall be poured in until the pit is thoroughly soaked. Filling of the hole shall then be completed and the fill-in soil shall be packed firmly around the roots, leaving a concave surface for convenient watering 75 mm below rounding and grade elevation. After filling, the planting shall be watered at frequent intervals.
- (c) Planting shall be done during periods suitable to weather conditions and locally accepted practice. All nursery stock shall be set plumb in the centre of pits and at levels as shown on the planting details after settlement has taken place.
- (d) Nursery stock shall be faced to give the best appearance or relationship to adjacent structures and to the approval of the Contract Administrator.

E7.4 Guarantee of Nursery Stock

E7.4.1 The Contractor shall agree and guarantee to replace and replant any nursery stock found dead and/or in poor condition within two years from the date of the Certificate of Total Performance, at his cost. "Poor condition" shall be interpreted as meaning nursery stock on which branches are dying, or have not shown satisfactory growth of leaves. All replacements plants shall be installed within from the date of notification from the City, unless the City extends the time period, as a result of seasonal or climatic considerations.

- (a) Exempted is nursery stock damaged by accidental causes or vandalism, which stock shall be replaced at the cost of the City.
- (b) All required replacements shall be by plants of at least the same size and species as specified, and shall be supplied and planted in accordance with the original drawings and Specifications, and the replaced material shall carry an additional two-year guarantee period. All plants must be in a healthy condition for a full two years before the warranty on the year will be considered fulfilled.

E7.5 Method of Measurement and Basis of Payment

E7.5.1 Method of Measurement shall be as follows:

- (a) The supply and installation of Plant Material will be measured on a per unit basis for "Supply and Install Plant Material" on Form B: Prices.

E7.5.2 Basis of Payment shall be as follows:

- (a) The supply and installation of Plant Material will be paid for at the Contract unit price for each shrub, measured as specified herein, which price shall be payment in full including all costs for the shrub, two year maintenance, and all other items incidental to the Work included in this Specification.

- (i) species and quantities as noted in Unit Price Forms.

E8. WOODCHIP MULCH

E8.1 Description

- E8.1.1 This specification shall cover the supply and installation of Woodchip Mulch to be placed around the existing bollards and within the shrub beds, as shown on Drawing B.100-B2.

E8.2 Materials

- (a) Mulch is to be a clean bark or wood chip mulch with chips not less than 15mm nor larger than 75mm in size and not more than 20mm thick. Mulch is to be free of leaves, branches and other extraneous matter.

E8.3 Construction Methods

E8.3.1 Installation

- (a) Woodchip Mulch shall be installed around the existing bollards, as shown on Drawing B.100-B2, to a minimum width of 0.6m and to a minimum depth of 75mm.
- (b) Wood chip mulch shall be installed over topsoil in Shrub Bed to a minimum depth of 100mm and within the areas as defined in Drawings B-100.B2 and B-100.B3.

E8.4 Method of Measurement and Basis of Payment

E8.4.1 Method of Measurement shall be as follows:

- (a) The supply and installation of Woodchip Mulch shall be measured on a per square metre basis for "Wood chips around bollards" on Form B: Prices.
- (b) No measurement will be made for the supply and installation of woodchips in Shrub Beds as these items are incidental to E6.

E8.4.2 Basis of Payment shall be as follows:

- (a) The supply and installation of Woodchip Mulch will be paid for at the Contract Unit Prices as indicated on Form B: Prices. The amount to be paid for shall be the total number of units on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
- (b) No payment will be made for the supply and installation of woodchips in Shrub Beds as these items are incidental to E6.

E9. TOPSOIL AND SODDING

E9.1 Description

- E9.1.1 This Specification shall amend and supplement the City of Winnipeg Specifications CW 3510-R9, and CW 3540-R5. The Contractor shall install mineral sod and a minimum 75mm compacted thickness of topsoil, as required.

- E9.1.2 Existing gravel areas: The Contractor shall install topsoil and sod in areas where excavated gravel extends beyond the new limestone path and shrub beds, as shown on Drawing B.100-B2.

- E9.1.3 Thirty (30) day maintenance period on sod will commence at Total Performance and acceptance.

E9.2 Method of Measurement and Basis of Payment

E9.2.1 Method of Measurement shall be as follows:

- (a) Topsoil and Sodding will be paid for on a square metre basis for: "Supply and Install Topsoil & Sod" on Form B: Prices.

E9.2.2 Basis of Payment shall be as follows:

- (a) Topsoil and Sodding will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E10. TOPSOIL AND SEEDING

E10.1 Description

E10.1.1 This Specification shall amend and supplement the City of Winnipeg Specifications CW 3520-R7 and CW 3540-R5. The Contractor shall install mineral seed and a minimum 100mm compacted thickness of topsoil, as required.

E10.1.2 Graded areas: The Contractor shall install topsoil and seed over all graded areas that are not identified to be sodded, to become a limestone path or to become shrub beds as shown on Drawing B.100-B2.

E10.1.3 Path areas: The Contractor shall install topsoil and seed around the perimeter of newly constructed limestone path and sitting areas to clean up turf disturbed by the Work, if necessary.

E10.1.4 Damaged areas: Restoration of damaged areas other than as outlined above shall be incidental to the Work. No separate payment shall be made. Restoration shall be achieved using seed and topsoil unless otherwise directed by the Contract Administrator.

E10.1.5 Thirty (30) day maintenance period on seed will commence at Total Performance and acceptance.

E10.2 Method of Measurement and Basis of Payment

E10.2.1 Method of Measurement shall be as follows:

- (a) Topsoil and Seeding will be measured on a square metre basis for "Supply and Install Topsoil seed over grading" on Form B: Prices.

E10.2.2 Basis of Payment shall be as follows:

- (a) Topsoil and Seeding will be paid for at the Contract Unit Prices as indicated on Form B: Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.