



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 725-2007**

**SUPPLY AND INSTALLATION OF INTERPRETIVE SIGNS AND STONE SIGN  
PEDESTALS**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Addenda	1
B6. Substitutes	2
B7. Bid Components	3
B8. Bid	3
B9. Prices	4
B10. Qualification	4
B11. Opening of Bids and Release of Information	5
B12. Irrevocable Bid	5
B13. Withdrawal of Bids	5
B14. Evaluation of Bids	6
B15. Award of Contract	6

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Contract Administrator	1
D4. Contractor's Supervisor	1
D5. Notices	1

#### Submissions

D6. Authority to Carry on Business	2
D7. Insurance	2
D8. Subcontractor List	2

#### Schedule of Work

D9. Commencement	2
D10. Substantial Performance	3
D11. Total Performance	3
D12. Liquidated Damages	3

#### Control of Work

D13. Job Meetings	4
D14. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	4

#### Measurement and Payment

D15. Payment	4
--------------	---

#### Warranty

D16. Warranty	4
---------------	---

### PART E - SPECIFICATIONS

#### General

E1. Applicable Specifications and Drawings	1
E2. Location of Work	1
E3. Access To Site	1

E4. Existing Services and Utilities	2
E5. Layout of Work	2
E6. Concrete Bases	2
E7. Limestone Pedestals	2
E8. Hot Dip Galvanized Sign Brackets and Channels	3
E9. Signs	4

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND INSTALLATION OF INTERPRETIVE SIGNS AND STONE SIGN PEDESTALS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon, Winnipeg time, October 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 shall be original.
- B8.4.3 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.

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

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

### **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.

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 lowest evaluated responsive Bid.

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 supplying and installing interpretive and trailhead signs, limestone sign pedestals, and cast-in-place concrete slabs, complete with galvanized sign brackets.

#### **D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is Hilderman Thomas Frank Cram, represented by:

Glen Manning  
Principal  
500-115 Bannatyne Avenue East  
Winnipeg, Manitoba, R3B 0R3  
Telephone No. (204) 944-9907  
Facsimile No. (204) 957-1467

#### **D4. CONTRACTOR'S SUPERVISOR**

D4.1 Prior to commencing construction activities, the Contractor shall notify the Contract Administrator of the 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 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

## **SUBMISSIONS**

### **D6. AUTHORITY TO CARRY ON BUSINESS**

D6.1 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.

### **D7. INSURANCE**

D7.1 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;

D7.2 Deductibles shall be borne by the Contractor.

D7.3 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.

D7.4 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.

### **D8. SUBCONTRACTOR LIST**

D8.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage 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**

### **D9. COMMENCEMENT**

D9.1 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.

D9.2 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 D6;
  - (ii) evidence of the workers compensation coverage specified in C6.15;
  - (iii) evidence of the insurance specified in D7; and
  - (iv) the Subcontractor list specified in D8.
- (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.

D9.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

#### **D10. SUBSTANTIAL PERFORMANCE**

D10.1 The Contractor shall achieve Substantial Performance by January 31, 2008.

D10.2 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.

D10.3 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.

#### **D11. TOTAL PERFORMANCE**

D11.1 The Contractor shall achieve Total Performance by March 31, 2008.

D11.2 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.

D11.3 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.

#### **D12. LIQUIDATED DAMAGES**

D12.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City three hundred dollars (\$300) per Calendar Day for each and every Calendar Day following the day fixed herein for Total Performance during which such failure continues.

D12.2 The amount specified for liquidated damages in D12.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.

D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **CONTROL OF WORK**

### **D13. JOB MEETINGS**

- D13.1 Job meetings will be held as required. 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.
- D13.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

### **D14. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D14.1 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).

## **MEASUREMENT AND PAYMENT**

### **D15. PAYMENT**

- D15.1 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.

## **WARRANTY**

### **D16. WARRANTY**

- D16.1.1 Notwithstanding C13.2, 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:
- (b) 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.
- D16.1.2 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.

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *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>.
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
SA-1	Panel 1 (Trailhead) Artwork
SA-2	Panel 2 Artwork
SA-3	Panel 3 Artwork
SA-4	Panel 4 Artwork
SA-5	Panel 5 Artwork
SA-6	Panel 6 Artwork
SA-7	Panel 7 Artwork
SA-8	Panel 8 Artwork
SA-9	Panel 9 Artwork
SA-10	Panel 10 Artwork
SA-11	Panel 11 Artwork
SA-12	Panel 12 Artwork
SB-0	Sign Location Plan
SB-1	Large Sign Pedestal
SB-2	Small Sign Pedestal
SB-3	New Concrete Slab

#### E2. LOCATION OF WORK

- E2.1 Work is located in the vicinity of Scotia Street in West Kildonan, from St. John's Park to Kildonan Park. For more information on the locations of the sign pedestals and bases, refer to the Drawings. Also refer to Bid Opportunity No. 105-2006, Scotia Street Riverbank Park Areas Site Improvements, archived on the City of Winnipeg Materials Management website: [www.winnipeg.ca/MatMgt/FolderContents.asp?FOLDER\\_NAME=105-2006&YEAR=2006](http://www.winnipeg.ca/MatMgt/FolderContents.asp?FOLDER_NAME=105-2006&YEAR=2006). Drawings L1, L2, L3, L4, L5, and L7 apply.

#### E3. ACCESS TO SITE

- E3.1 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.
- E3.2 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.



#### **E4. EXISTING SERVICES AND UTILITIES**

E4.1 Notwithstanding CW 1120 – R1, at proposed locations for new sign bases, the Contractor shall determine locations and obtain required clearances for all existing utilities, pipes or other objects either underground or on the surface, and to make good any damage done to them.

#### **E5. LAYOUT OF WORK**

E5.1 Notwithstanding CW 1130-R1, Paragraph 3.15, Stakes and Marks, the Contractor shall set all necessary control lines, benchmarks, survey elevation stakes and layout in consultation with the Contract Administrator as required.

#### **E6. CONCRETE BASES**

E6.1 Description

E6.1.1 Supply and installation of reinforced concrete base slabs.

E6.2 Materials

E6.2.1 To CW 3310-R11. In accordance with Item 6.2, strength and workability shall be to Type 2 requirements.

E6.3 Equipment

E6.3.1 To CW 3310-R11.

E6.4 Construction Methods

E6.4.1 To CW 3310-R11. Stake out and obtain Contract Administrator's approval of locations prior to excavation.

E6.4.2 New concrete slabs shall be poured flat (no surface slope), with the surface elevation proud of existing grade as indicated on the Drawings.

E6.5 Measurement and Payment

E6.5.1 Supply and installation of concrete base slabs will be measured on a unit basis and paid for at the Contract Unit Price per unit for the "Items of Work" listed here below. The number of units to be paid for will be the total number of pedestals supplied and installed in accordance with this Specification, accepted and measured by the Contract Administrator.

Items of Work:

- (i) Construction of Small Concrete Bases
- (ii) Construction of Large Concrete Bases

#### **E7. LIMESTONE PEDESTALS**

E7.1 Description

E7.1.1 Supply and installation of monolithic limestone sign pedestals.

E7.2 Materials

E7.2.1 Limestone: To ASTM C568-03, Category II, high density sound hard stone, free of clay pockets. Colour: grey-white. Size and finish as indicated on Drawings. Acceptable supplier: Gillis Quarries, Limited, 2895 Wenzel St., Springfield MB, R2E 1H4, phone 204-222-8319. Provide holes for dowel anchors. Drill holes for sign brackets and channels on site.

- E7.2.2 Prior to installation, Contract Administrator shall be notified to inspect the first pedestal in each size for general conformity with the Specifications and Drawings. Approved sample shall be reference standard for remaining stonework.
- E7.2.3 Dowels: epoxy coated, to CW 3230-R5, Item 5.5.
- E7.2.4 Dowel bonding agent: to CW 3230-R5, Item 5.8.
- E7.2.5 Grout: to CSA A5, 30 MPa compressive strength at 28 days, air content of 7 to 10%, and a consistency to suit use as a levelling pad under stone pedestals on existing concrete bases.
- E7.2.6 Grout Bonding agent: SCP Acrl Stix, supplied by Specialty Construction Products Ltd, 77 Paquin Road, Winnipeg, phone (204) 661-6738, or approved equal in accordance with B6.

### E7.3 Construction Methods

- E7.3.1 Contractor to mark out and obtain approval of all proposed dowel and pedestal locations based on Drawings.
- E7.3.2 At approved locations, install dowels in existing and new concrete bases in accordance with CW 3230-R5, depths as shown on the Drawings.
- E7.3.3 Install limestone pedestals on cured dowels following CW 3230-R5 construction methodology.
- E7.3.4 Where the concrete base is not level, shim the pedestal with galvanized washers or approved alternate to make plumb. Mix, place, and cure levelling grout pad in strict accordance with manufacturer's recommendations. Grout pads are only required for levelling.
- E7.3.5 Remove all grout from exposed stone surfaces.

### E7.4 Measurement and Payment

- E7.4.1 Supply and installation of limestone pedestals will be measured on a unit basis and paid for at the Contract Unit Price per unit for the "Items of Work" listed here below. The number of units to be paid for will be the total number of pedestals supplied and installed in accordance with this Specification, accepted and measured by the Contract Administrator.

#### Items of Work:

- (iii) Supply and Installation of Small Limestone Pedestals
- (iv) Supply and Installation of Large Limestone Pedestals

## E8. HOT DIP GALVANIZED SIGN BRACKETS AND CHANNELS

### E8.1 Description

- E8.1.1 Supply and installation of hot dip galvanized steel brackets and channels for fixing signs to stone pedestals.

### E8.2 Materials

- E8.2.1 Brackets and Channels: Fabricated from Type A36 steel. Hot dip galvanize brackets after fabrication. Galvanizing to CSA G164 for a minimum net retention of 600 g/m<sup>2</sup>.
- E8.2.2 All lifting and handling shall be done using devices that do not mark, damage, or distort the members in any way.
- E8.2.3 Hardware: approved tamper resistant galvanized 9mm diameter expansion or chemical anchors, suitable for the intended use.

### E8.3 Construction Methods

- E8.3.1 Install galvanized brackets and channels with approved anchors in accordance with manufacturer's written instructions. Brackets to be installed true to lines and levels indicated on the Drawings.
- E8.3.2 Touch up damaged surfaces with approved cold galvanizing process. Zinc paint is not acceptable.

### E8.4 Measurement and Payment

- E8.4.1 Supply and installation of hot dip galvanized sign brackets and channels shall be incidental to the supply and installation of stone pedestals. No separate measurement or payment will be made.

## E9. SIGNS

### E9.1 Description

- E9.1.1 Supply and installation of full colour digitally printed signs. Acceptable supplier: Light Visions, 675 Berry St., Unit I Winnipeg, MB, R3H 1A7, phone 944-1199, or approved equal in accordance with B6.

### E9.2 Materials

- E9.2.1 Substrate: durable exterior rated material, minimum 19 mm thick. Painted MDO with a limited 5 year warranty, Approved material: SignReady UV panel.
- E9.2.2 Inks: high durability solvent based inks, UV stable, suitable for outdoor applications.
- E9.2.3 Protective Coating: .approved gloss UV-cured liquid laminate, graffiti resistant, compatible with inks and substrate.
- E9.2.4 Hardware: approved tamper resistant galvanized 9mm diameter expansion or chemical anchors, suitable for the intended use.

### E9.3 Artwork

- E9.3.1 Artwork to be provided in digital format by the Contract Administrator.
- E9.3.2 This artwork shall not be reproduced in any other form or in excess of the amount contracted for, except by written approval of the City of Winnipeg. Design artwork supplied by the Contract Administrator shall be returned to the City of Winnipeg as directed by the Contract Administrator prior to request for final payment for this Work.

### E9.4 Construction Methods

- E9.4.1 Workmanship: Printing shall be performed by trained and qualified printers with a minimum of 5 years experience, under controlled conditions.
- E9.4.2 Printer Resolution: Minimum resolution shall be 300 dpi.
- E9.4.3 Laminate/graffiti coating: Apply three coats approved liquid laminate.
- E9.4.4 Corners: Provide small radius (approx. 3 mm) on corners of sign substrate.
- E9.4.5 Mounting Holes: Match mounting holes in back of sign substrate with holes in galvanized steel mounting brackets, size to suit approved hardware. Pre-drill.
- E9.4.6 Edges: Paint edges of substrate board with two coats of approved outdoor paint. Colour: white to match background of signs.
- E9.4.7 Back of Sign: Coat back of sign with approved medium grey paint to match galvanized bracket.

- E9.4.8 Colour Proofs: The Contractor shall provide one (1) half size colour proof of each sign to ensure compliance with the Specifications and Drawings, and shall obtain written approval from the Contract Administrator prior to printing full order.
- E9.4.9 Sample: Following approval of the proofs, the Contractor shall provide one (1) sample full size sign for approval prior to printing of the complete order. Sample sign will be returned to Contractor for use if it is acceptable.
- E9.4.10 Submit sample with reasonable promptness so as to cause no delay in the Work.
- E9.4.11 Installation: Install signs at locations indicated on the Drawings. Ensure signs match specified locations.
- E9.4.12 If special tools are required for tamper-resistant sign mounting hardware, turn tools over to Contract Administrator.
- E9.4.13 Clean Up: On completion and verification of performance of installation, remove surplus materials, excess materials, rubbish, tools and equipment to the satisfaction of the Contract Administrator. Make good any damage caused by the Work.
- E9.5 Measurement and Payment
- E9.5.1 Supply and installation of signs will be measured on a unit basis and paid for at the Contract Unit Price per unit for the "Items of Work" listed here below. The number of units to be paid for will be the total number of signs supplied and installed in accordance with this Specification, accepted and measured by the Contract Administrator.

Items of Work:

- (i) Supply and Installation of 609 x 1016 mm (24" x 40") Trailhead Signs
- (ii) Supply and Installation of 609 x 711 mm (24" x 28") Interpretive Signs