



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 48-2009

**CONSTRUCTION OF A GRANULAR ROADWAY RAMP TO THE ASSINIBOINE
RIVER, AT THE JOHN BLUMBERG RECREATIONAL COMPLEX**

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	2
B6. Substitutes	2
B7. Bid Components	3
B8. Bid	4
B9. Prices	4
B10. Qualification	5
B11. Opening of Bids and Release of Information	5
B12. Irrevocable Bid	6
B13. Withdrawal of Bids	6
B14. Evaluation of Bids	6
B15. Award of Contract	7

PART C - GENERAL CONDITIONS

C0. General Conditions	1
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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. Safe Work Plan	2
D8. Insurance	2
D9. Performance Security	3

Schedule of Work

D10. Commencement	3
D11. Critical Stages	4
D12. Substantial Performance	4
D13. Total Performance	4
D14. Liquidated Damages	4

Control of Work

D15. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	5
--	---

Measurement and Payment

D16. Payment	5
--------------	---

Warranty

D17. Warranty	5
Form H1: Performance Bond	6
Form H2: Irrevocable Standby Letter of Credit	8

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Schedule	1
E3. Work by Others	1
E4. Department of Fisheries and Oceans Jurisdiction	2
E5. Layout of Work	2
E6. Existing Survey Information	3
E7. Site Access	3
E8. Earthwork and Grading	3
E9. Geotextile Fabric	4
E10. Granular Paving	5
E11. Polyethylene Conduit	5
E12. Groundhog Anchors.	6
E13. Topsoil and Finish Grading	6
E14. Site Restoration	6

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 CONSTRUCTION OF A GRANULAR ROADWAY RAMP TO THE ASSININBOINE RIVER, AT THE JOHN BLUMBERG RECREATIONAL COMPLEX

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 10, 2009.
- 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 make an appointment to view the Site by contacting the Contract Administrator.
- B3.2 The Bidder is advised that access to the Site is very limited due to a locked vehicle gate by Portage Avenue, an unplowed access road, as well as the actual Work area being snowed in. Should the Bidder wish to inspect the Site on their own they may do so by walking in from Portage Avenue, during daylight hours.
- B3.3 Drawing L-3 shows photos of the Site taken before the heavy snow accumulation on November 20, 2008. Should any Bidders wish to view the Site, the City is prepared to plow the main access road up to the Work area only, however no clearing of the snow in the actual Work area will be undertaken. Any requests to have the road plowed of snow must be made within the specified time for issuing addendums as specified in Item B5 Addendum, so all bidders can be made aware of the date and time the Site will be open for investigation. The existing trees and shrubs have not been removed by the City, and will be cleared by the City before the Contractor commences construction.
- B3.4 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

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 Division website 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 Division website 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.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.7, deviations in consistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

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 Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg, MB R3B 1J1
- B7.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B14.1(a).
- B7.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B7.8.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

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 should be printed below such signatures.

B8.4.2 All signatures shall be original.

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

B9. PRICES

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

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

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

B9.4 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

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 Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

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 not be opened publicly.

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 Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

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 Division website 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 or acceptable deviation there from (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.

B14.4.2 Further to B14.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

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) if the Department of Fisheries and Oceans will not approve or allow the construction of this granular roadway ramp. The Bidders are made aware the application for this Work is presently being reviewed by the Dept. of Fisheries and Oceans: or
- (f) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B14.

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 Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- 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 the construction of a granular roadway access ramp to the Assiniboine River at the John Blumberg Recreation Complex, located in Headingly Manitoba.

D2.2 The major components of the Work are as follows:

- (a) Excavation and rough grading of the existing riverbank area and access road
- (b) Supply and installation of granular paving
- (c) Supply and installation of topsoil for restoration of the construction area
- (d) Supply and installation of two Ground Hog anchors
- (e) Supply and installation of a polyethylene conduit

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is Ken Rech Landscape Architects Inc., represented by:

Ken Rech
Landscape Architect
1480 Wellington Crescent, Winnipeg, Manitoba, R3N 0B3.
Telephone No. (204) 489-6616
Facsimile No. (204) 489-6852

D3.2 At the pre-construction meeting, Ken Rech will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4. CONTRACTOR'S SUPERVISOR

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

D5. NOTICES

D5.1 Except as provided for in 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 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg

Chief Financial 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
Internal 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. SAFE WORK PLAN

- D7.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D7.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

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 and Ken Rech Landscape Architects Inc. 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 thirty (30) Calendar Days prior written notice to the Contract Administrator.

D9. PERFORMANCE SECURITY

D9.1 If the Contract Price exceeds twenty five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D9.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D9.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

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 D6;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D7;
 - (iv) evidence of the insurance specified in D8;
 - (v) the performance security 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.

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

D10.4 The City intends to award this Contract by February 20, 2009.

D10.4.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D11. CRITICAL STAGES

- D11.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Construction of the portion of new granular roadway located within the Assiniboine Riverbed and those portions of the roadway located within 10 metres of the edge of the River, must be completed by March 16, 2009, or before any Spring melt of snow, whichever is sooner.

D12. SUBSTANTIAL PERFORMANCE

- D12.1 The Contractor shall achieve Substantial Performance by May 15, 2009.
- D12.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D12.3 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.

D13. TOTAL PERFORMANCE

- D13.1 The Contractor shall achieve Total Performance by May 22, 2009.
- D13.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D13.3 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.

D14. LIQUIDATED DAMAGES

- D14.1 If the Contractor fails to achieve Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Calendar Day for each and every Calendar Day following the days fixed herein for same during which such failure continues:
- (a) Critical stage Work as outline in item D11.1a – Work adjacent to the Riverbank area – Four hundred dollars (\$400.00);
 - (b) Total Performance – Three hundred dollars (\$300.00).
- D14.2 The amounts specified for liquidated damages in D14.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance or Total Performance by the days fixed herein for same.
- D14.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D15. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D15.1 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

D16. PAYMENT

D16.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D17. WARRANTY

D17.1 Warranty is as stated in C13.

FORM H1: PERFORMANCE BOND
(See D9)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$ _____)

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

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

BID OPPORTUNITY NO. 48-2009

CONSTRUCTION OF A GRANULAR ROADWAY RAMP TO THE ASSINIBOINE RIVER, AT THE JOHN BLUMBERG RECREATIONAL COMPLEX

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

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

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

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

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

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

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

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

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 48-2009

CONSTRUCTION OF A GRANULAR ROADWAY RAMP TO THE ASSININBOINE RIVER, AT THE JOHN
BLUMBERG RECREATIONAL COMPLEX

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

(Name of Contractor)

(Address of Contractor)

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

Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS 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 Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- 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>
L-1	New River Access Road Location Map
L-2	New Irrigation Pumphouse Road Plan & Erosion Control Requirements
L-3	Proposed Access Road Existing Site Photos

E2. SCHEDULE

- E2.1 Further to D11 Critical Stages and D13 Total Performance the Contractor is made aware the portion of road work located within the Riverbed and that portion of the roadway within 10 metres of the Riverbed must be constructed while the ground is frozen, to prevent any possibility of contamination of excavated materials with the Assiniboine River waterway.
- E2.2 Should the weather not cooperate so as to move the Work schedule forward to a point where the water is flowing along the edge of the riverbank, the Contractor will have to provide additional erosion control methods, satisfactory to the Department of Fisheries and Oceans and the Contract Administrator at their own expense. Such additional erosion control methods must be satisfactory to prevent any excavated or deposit riverbank material from eroding and entering into the Assiniboine River waterway.
- E2.3 The Contractor is not required to undertake that portion of roadwork further than 10 metres from the edge of the riverbed, until the Work area where excavation is required is frost free to the subgrade elevations, however it may be desirable for all the excavation of the roadway base, to be undertaken while the ground is frozen, to allow transporting of the excavated material to the temporary stockpile Site or off Site location. Should the Contractor wish to complete the balance of the Work in non frozen conditions, the Contractor will be responsible for repairing any damage to the existing Site, as a result of their operations, to prior construction condition, at no cost to the City.
- E2.4 Total Completion of all Work as indicated in D13 is imperative in order to allow the City's contractors to complete their Work ie. new pumphouse contractor, irrigation contractor.

E3. WORK BY OTHERS

- E3.1 The City of Winnipeg will be responsible for clearing all the trees and shrubs to ground level within the Contractor's Work area.

- E3.2 The City of Winnipeg will clear the roadway of snow, to the Work Site, and the temporary fill stockpile Site, at the start of the project. The Contractor will be responsible to maintain the roadways clear of all snow for the remainder of the Work schedule, for their personal use.
- E3.3 The City of Winnipeg will seed the areas where topsoil is indicated to be installed as shown on drawing 3-L2, within the limits shown on the drawing. Any damage to areas outside of this Work limit as a result of the Contractor's Work will have to be restored to prior Site conditions, by the Contractor at no further cost to the City. The City will also be responsible for the soil erosion protection of areas where they have seeded.
- E3.4 The Contractor is also made aware that other City contractor's may be working in the area in May and later on in the construction season. It is anticipated the new pumphouse will commence construction in mid May as well as the installation of underground irrigation water lines may also be installed in mid to late May of 2009. Should the other City contractor's need to Work in the Granular Roadway Contractor's Work Site, the Granular Roadway Contractor shall co-ordinate their activities with the other City contractors in a co-operative fashion.

E4. DEPARTMENT OF FISHERIES AND OCEANS JURISDICTION

- E4.1 The Contractor is made aware that they will be working in and adjacent to the Assiniboine River, and as such, their construction may be monitored by the Federal Department of Fisheries and Oceans.
- E4.2 The Contractor must not deposit or allow any Site materials to erode and wash into the River, including any excavated materials or newly installed ground materials.
- E4.3 The Contractor shall erect a suitable construction fence in the location shown on drawing detail 3 -L2, to limit construction activity near the River, and must also install a silt fence or soil stop log, prior to the Spring melt, to prevent any foreign or soil materials from entering the river.
- E4.4 The Contractor must ensure that any newly exposed graded Work is protected once excavated, and once the ground becomes unfrozen, to prevent the area from being scoured by the river, or spring melt. Specifically, the roadwork embankment area which is located within 10 metres of the riverbed edge must be covered and protected from being scoured by the river waters during the spring melt. It is recommended the Contractor consider extending the geotextile fabric which will be located below the granular roadway, up over the embankment as a temporary measure. Any protective surface must be weighed down or pegged, to keep the fabric/protection in place from wind and water damage.
- E4.5 The Contractor shall accelerate all Work closest to the river in the Work schedule, so as to complete the Work most affected by the spring flood waters.
- E4.6 Should the Contractor not provide adequate protection to prevent contaminants from entering the river, and should the Department of Fisheries and Oceans levy fines on this project, the Contractor will be responsible for paying for any fines assess against the City of Winnipeg or Ken Rech Landscape Architects Inc.
- E4.7 Measurement and Payment. The cost for installation of all erosion control methods will be paid on a lump sum basis and shall be included in Unit Price Item No: 1 "Erosion Control Devices". The price shall include all material and labour costs associated with providing temporary erosion control procedures satisfactory to the Contract Administrator and Dept. of Fisheries and Oceans.

E5. LAYOUT OF WORK

- E5.1 The Contractor shall set control lines and bench marks by means of stakes, buoys or marks and the Contractor shall make the completed works conform to the lines and marks thus indicated. The Contractor shall be responsible for the careful preservation of all stakes and marks. Care must be taken that the Contract Administrator be notified immediately of the disturbance of any such stakes or marks; the cost of correcting any errors arising out of neglect of the Contractor or

his agent or his employees, to so notify the Contract Administrator shall be borne entirely by the Contractor, as well as the cost of replacing any disturbed stakes or marks.

E5.2 All layout Work shall be inspected and approved by the Contract Administrator prior to construction.

E5.3 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.

E5.4 The Contractor shall locate and protect all underground utilities prior to commencing construction. In particular the Contractor shall locate the existing underground electrical line which services the existing irrigation pumphouse and notify the Contract Administrator of any conflicts prior to commencing construction. This line must be protected by the Contractor.

E6. EXISTING SURVEY INFORMATION

E6.1 The Site plan is based on drawing data supplied by the City of Winnipeg and supplemental field data supplied by Ken Rech Landscape Architects.

E6.2 Survey grade elevations were taken on November 20, 2008 by Michalenko Surveys, and Ken Rech Landscape Architects Inc. . Local Geodetic bench mark is top of concrete door landing exterior pad on the existing pumphouse building, elevation 232.477 metres.

E6.3 Existing Site photos are shown on drawing L-3 and were taken on November 20, 2008, when there was a light snow covering on the ground.

E7. SITE ACCESS

E7.1 Access to the Work areas shall be via the existing asphalt and gravel road systems up to a point where the golfcourse maintenance facility is located, as shown on drawing detail 1-L1. From the end of the golf course maintenance facility the Contractor will have to cross over approximately 70 lineal metres of mowed grass area to access the Work Site. The Contractor will be responsible for restoring any damage to the grass as a result of their operation, to prior Site condition, at no cost to the City.

E7.2 The Contractor may also propose to use alternate access routes, but these routes must be approved in advance by the Contract Administrator.

E7.3 Excavated road base material may be stockpile in the location shown on drawing detail 1-L1, via the existing gravel walkway route. The Contractor is made aware this is a light duty gravel walkway and is suitable for use during frozen conditions only. Any damage to the walkway must be repaired at the Contractor's expense. The Contractor may also legally dispose of all excavated materials off Site, in lieu of stockpiling it in the designated City location.

E8. EARTHWORK AND GRADING

E8.1 This specification shall amend and supplement City Specification CW 3170-R3 and cover the operations relating to the earthwork and grading of the Site as shown on the Construction Drawings.

E8.2 The Contractor shall construct the roadway ramp within the limits indicated and as shown on the Construction Drawings. Any damage to the areas outside the Work limits, as a result of the Contractor's operation, must be restored to prior construction condition, at no further cost to the City.

E8.3 The Contractor is made aware that all excavated material is to be removed and legally disposed of off Site. In lieu of hauling all excavated material off Site the Contractor may haul and dump

the excavated material in the location shown on drawing detail 1-L1 however the cost for hauling and dumping to this location will be at the Contractor's expense. If the Contractor stockpiles the excavated material on Site, it shall be dumped tight against one another, and rough graded to a smooth round mound. The height of the mound will be controlled by the amount of fill but is not to exceed 1.8 metres height, however the side slopes shall not exceed 2:1 horizontal/vertical slope.

- E8.4 The Contractor shall excavate or fill to the design grades shown less the appropriate allowance for granular surface treatment, or 150 mm depth of topsoil for areas to be seeded. Where design grades are not shown, the new surface materials shall be installed to meet flush with surrounding grades, and sloped so as not to impede the existing drainage pattern.
- E8.5 Construction to the new design grades shall be accomplished by the excavation of material from high areas, and using the suitable excavated material along with imported clean earth fill for filling in the low areas as indicated by the elevations shown on Construction Drawings. Backfill shall be placed in a dry, thawed condition and shall be maintained free of moisture or frost.
- E8.6 The design gradient for all other areas shall be considered to be straight grade between the design elevation shown. Changes in grade at ridges or swales shall be gently contoured as directed by the Contract Administrator to provide future ease of grass mowing operations.
- E8.7 In fill areas where the difference between the existing ground elevation and the design elevation is less than 300 mm, the Contractor shall scarify the existing ground to a minimum depth of 100 mm prior to placement of any fill.
- E8.8 The Contractor shall construct all sub-grades in accordance with Specification CW 3110-R10. This shall include the use of suitable compaction equipment as approved by the Contract Administrator to achieve a minimum compaction of 95% Standard proctor Density. Lifts shall not exceed a compacted thickness of 150 mm.
- E8.9 Following earthmoving, rough grading and compaction, the Work areas shall be fine graded to provide a maximum deviation of 50 mm in 10 metres from the design grade with no low areas that hold water. The finished surface of all disturbed areas shall be dragged and smoothed in such a manner that there are no loose soil particles greater than 50 mm in maximum dimensions.
- E8.10 Measurement and Payment. The cost for rough grading will be paid based on a lump sum basis and shall be included in Unit Price Item No: 2 "Earthwork and Grading Form B: Prices. The price shall include all costs associated with the excavating, loading and hauling of all excavated materials, as well as the grading and placement of all other Site materials, required to meet the sub-grade elevations.

E9. GEOTEXTILE FABRIC

- E9.1 This specification shall amend and supplement City Specification CW 3130-R1 Supply and Installation of Geotextile Fabrics, and cover the operations relating to the placement of geotextile fabric under a portion of the new granular roadway, as shown on the Construction Drawings.
- E9.2 Geotextile fabric is only required under the new granular paving, which is located within the existing riverbed area, and within 10 metres of the edge of the existing riverbed edge.
- E9.3 The Contractor should consider when installing the geotextile fabric, installing it with additional fabric on each side of the roadway, to cover the excavated roadway embankment, so as to comply with the erosion control requirements outline in item E4.
- E9.4 Measurement and Payment. The price for geotextile fabric will be measured on a lump sum basis and shall be included in Unit Price Item No: 3 "Geotextile Fabric" on Form B: Prices. The cost for this Work shall include all materials and labour associated with the placement of the fabric below the granular roadways. No separate payment will be made for using geotextile

fabric as an erosion control method. Any use of geotextile fabric for erosion control methods is to be included in item E4.

E10. GRANULAR PAVING

- E10.1 This Specification shall amend and supplement City Specification CW 3110-R10 and CW 3150-R4. The Work to be done by the Contractor under this Specification shall cover all phases of supply and placement of crushed limestone base course and surfacing materials necessary to install the new granular roadway access ramp.
- E10.2 There are three distinct areas of granular paving as identified and shown on drawing detail 2-L2. Area "A" granular paving: consists of the supply and installation of a 500 mm depth of 150 mm dia. crushed limestone down, over a layer of geotextile fabric. Area "B" granular paving: consists of the supply and installation of a 400 mm depth of 150 mm dia. crushed limestone down, over a layer of geotextile fabric. Area "C" granular paving: consists of the supply and installation of a 300 mm depth of 150 mm dia. crushed limestone down, covered with a 100 mm depth of 19 mm dia. crushed limestone down.
- E10.3 All new granular paving shall be crushed limestone, installed to the depths noted on drawing details 2, 5, 6, 7 - L2. Granular topping shall be 19mm diameter crushed limestone down, compacted to 98% Modified Proctor Density. Sub-base shall be 150 mm diameter crushed limestone down, compacted to 95% Modified Proctor Density
- E10.4 Install material to the depth and design elevations indicated on the Construction Drawings. Install only on clean smooth surfaces, properly shaped and compacted. Place the material using methods which do not lead to segregation or degradation of aggregate. Install granular paving as soon as possible after excavating for areas where all the frozen overburden materials have been removed. For areas where the subgrade is frozen, increase depth of granular materials if necessary, to ensure minimum specified depths are met.
- E10.5 The finished surface is to be within plus or minus 25 mm of established grade and cross section, but not uniformly high or low. Any surface irregularities shall be corrected by loosening and adding or removing material until surface is within specified tolerance.
- E10.6 For areas of granular roadwork completed in the winter months, repack the limestone paving and top up the limestone depths where settlement has occurred, to meet the specified finished grade elevations, after the ground has thawed and the spring river water levels have receded.
- E10.7 The cost for the supply and installation of Crushed Limestone paving will be measured on a square metre basis and shall be included in the related area, as indicated in the Unit Prices for Items No: 4, 5, and 6 on Form B: Prices.

E11. POLYETHYLENE CONDUIT

- E11.1 Polyethylene conduits shall be installed in accordance with CW 3530-R3 Specification, for the supply and installation of a polyethylene conduit, which conduit will be used by others in the future, for feeding an electrical line through, between the existing pumphouse building and the future pumphouse building.
- E11.2 Polyethylene pipe shall conform to CW 3530-R3 5.3.
- E11.3 Install pipe in location shown on drawing detail 2-L2, buried a minimum of 600 mm below finished grade elevations. . Pipe shall be long enough to have an additional 10 metres of coiled pipe on each side of the roadway for future extension to each pumphouse. The portion of pipe installed under the granular roadway, and for 600 mm distance on each side of the roadway is to be trenched in and backfilled.
- E11.4 Where the pipe is trenched in, cover the pipe with sand up to the underside of granular roadway/geotextile level.

- E11.5 Cap both ends of the pipe to prevent debris from entering the pipe.
- E11.6 Allow the City's Building Contractor to trench and extend the piping to the pumphouse locations, prior to install the 150 mm depth of topsoil on the road embankments, if possible.
- E11.7 Cost for Polyethylene Conduit will be paid for on a lump sum basis, as shown in the Unit Price Forms Item 7 on Form B: Prices. The price for the polyethylene conduit shall include all costs for materials, trenching, backfill and installation of the conduit, including the supply only of the additional conduit on each side of the granular roadway paving.

E12. GROUNDHOG ANCHORS.

- E12.1 Two buried anchors are to be installed as located on drawing detail 4-L2.
- E12.2 Buried anchors shall be as manufactured by Groundhog Anchors and Supports Systems, heavy duty model 812, c/w anchor ring top plate, and stabilizer. For information only contact New Order Enterprise, Tel: (204) 785.2063.
- E12.3 Install anchors in location shown on drawing detail 4-L2 and to the height above finished grade noted on the drawings.
- E12.4 Cost for the Groundhog Anchors will be paid for on a per unit basis, as shown in the Unit Price Forms Item 8 on Form B: Prices. The price for the anchors shall include all materials and labour, to install the anchors.

E13. TOPSOIL AND FINISH GRADING

- E13.1 This specification shall amend CW 3540-R5 Specification for Topsoil and Finish Grading for Establishment of Turf Areas.
- E13.2 The Contractor shall ensure the Silt barrier is installed prior to installing any topsoil.
- E13.3 The Contractor is to install a 150 mm depth of topsoil, graded smooth, and the City of Winnipeg will be responsible for seeding the topsoil and providing erosion control methods for the seeded areas only. The Contractor is responsible for all other erosion control methods and installations.
- E13.4 The Contractor shall not install any topsoil until after the spring river water levels have receded, and the City of Winnipeg has verified they are ready to seed the topsoil areas. The Contract Administrator shall be notified a minimum of seven (7) days in advance of when the Contractor will be installing the topsoil, so the Contract Administrator can verify the City is ready to accept the topsoil for seeding.
- E13.5 The Contractor is made aware any damage to Site areas outside the Work limit, as a result of the Contractor's Work is to be restored to preconstruction condition, at no cost to the City.
- E13.6 The cost for supply and installation of topsoil will be measured on a square metre basis, and is to be included in the Unit Price Forms Item 9 on Form B: Prices.

E14. SITE RESTORATION

- E14.1 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all plant, tools, equipment, waste, debris and surplus foundation earth to the satisfaction of the Contract Administrator. Unless otherwise specified, the Contractor shall restore all areas of the Site beyond the established limit of Work, which have been disturbed by the Contractor's operations to as good as or better than the original condition to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this Work.