



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 666-2009**

**TRAILHEAD SIGNAGE STRUCTURES – VARIOUS LOCATIONS THROUGHOUT  
WINNIPEG**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 TRAILHEAD SIGNAGE STRUCTURES – VARIOUS LOCATIONS THROUGHOUT WINNIPEG

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 30, 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 B3.1, the Bidder may view the Site without making an appointment.

B3.2 The Bidder is advised that all sites should be investigated so the Bidder is aware of how the sites might be accessed and all obstacles which might limit access, and to determine all risks associated with accessing the sites, including restoration of the site access routes.

B3.3 The Bidder should investigate all the sites to determine how the public will be protected that will be using the adjacent pathway systems, during the Contractor's construction Work.

### **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 inconsistent 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 Further to B10.3(c), the Bidder shall, within five (5) 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
- (b) 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 Division website at <http://www.winnipeg.ca/matmgt>)

B10.5 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.

B10.6 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) Evaluated 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 adjusted, if necessary, as follows:

- (a) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder is within the budgetary provision for the Work, no adjustment will be made to the Total Bid Price; or
- (b) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder exceeds the budgetary provision for the Work, the Total Bid Prices of all responsive Bids submitted by responsible and qualified Bidders will be adjusted by progressively deducting

item 12 Supply only, Shade Canopies delivered to the C.O.W. storage facility , until a Total Bid Price within the budgetary provision is achieved.

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

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) 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](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 supply and installation of overhead sign and shade structures at various locations throughout Winnipeg.

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

- (a) Fabrication and installation of metal roof structures
- (b) Installation of concrete support footings
- (c) Surface repairs to paving and landscape areas

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

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

Ken Rech  
Landscape Architect

Telephone No. (204) 489-6616  
E-mail: kenrech@mts.net

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 e-mail address 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 October 15, 2009
- D10.4.1 If the actual date of award is later than the intended date, the dates specified for Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

### **D11. SUBSTANTIAL PERFORMANCE**

- D11.1 The Contractor shall achieve Substantial Performance by December 15, 2009.
- D11.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted

during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.

D11.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D11.4 For this project, Substantial Performance is considered to be when the overhead metal roof structures are installed, and the pavement restoration or sodding repairs completed to a point of time that safety barriers are not required, and to the acceptance by the Contract Administrator. The installation of asphalt paving does not have to be completed, however the granular sub-base must be installed and levelled with the adjacent existing asphalt paving, so as not to create a trip hazard. The sod does not have to be installed, but the topsoil must be installed up to a level to meet flush with surrounding finish grade elevations.

## **D12. TOTAL PERFORMANCE**

D12.1 The Contractor shall achieve Total Performance by May 30, 2010.

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

D12.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

## **D13. LIQUIDATED DAMAGES**

D13.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City four hundred dollars (\$400.00) per Calendar Day for each and every Calendar Day following the day fixed herein for Substantial Performance during which such failure continues.

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

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

## **D14. SCHEDULED MAINTENANCE**

D14.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

(a) Sod establishment as specified in E15.;

D14.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

## **CONTROL OF WORK**

### **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. 666-2009

TRAILHEAD SIGNAGE STRUCTURES – VARIOUS LOCATIONS THROUGHOUT WINNIPEG

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. 666-2009

TRAILHEAD SIGNAGE STRUCTURES – VARIOUS LOCATIONS THROUGHOUT WINNIPEG

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>
L1	Structure Location Map
L2	Structure Location Map – Northeast Pioneer Greenway
L3	Structure Location Map – Harte Trail, Cordite Trail, & Bishop Grandin Greenway
S1.0	Structural -.General Notes
S1.1	Structural – Foundation Plan, Framing Plan, Sections and Details

#### E2. CONSTRUCTION SCHEDULE

- E2.1 Further to D11 Substantial Performance, the Contractor is made aware the City of Winnipeg would like the overhead metal structures installed this year. Since the structures will have to be installed, when it is too late for sodding or asphalt paving to be installed, Substantial Performance will be given when: a) all granular paving is installed around the metal structures to the limits of new paving, meeting flush with adjoining paving, and b) when all the topsoil is installed for areas to be sodded. Where sod meets paving, either existing or new paving it is to be installed flush with the existing paving, to prevent any trip/safety hazards.
- E2.2 Further to D12 Total Performance, all sodding repairs and asphalt surfacing is to be completed by the Total Performance date, in order to make the area safe for public use and for the public to use the new shade areas.

#### E3. SITE/PUBLIC SAFETY

- E3.1 Areas immediately adjacent to or adjoining all the Work areas, are walkways highly used by joggers, walkers, cyclists, roller blading, etc. and as such the Contractor will have to ensure all their Work and operations of equipment protects the Public and the City from harm. These walkways/paths are not to be shut down while Contractor undertakes their Work, except for short periods of time when there is a high safety risk i.e. Craning pieces into place. Shutting down the walkway requires the permission of the Contract Administrator.
- E3.2 All Work and scheduling of Work, shall be undertaken to provide the least Site disturbance or impact, so as not to conflict with the public using the adjacent walkways.
- E3.3 Suitable protective fencing must be installed around all Work areas to the satisfaction of the Contract Administrator, from the point the Site is first excavated until the new surface materials are installed as per section E2.1, required to achieve Substantial Performance.

- E3.4 When operating equipment while the public is present the Contractor must place a Safety flagman between the equipment and the public to keep the public away from the Work area. Where the public must pass by the Work area while equipment is working, any motorized equipment shall be shut down, if it can create any safety issue to the public.
- E3.5 When any craning or erecting of the metal structure is being undertaken, the Contractor shall not permit the public to travel within twice the distance that the crane/structure may fall in terms of horizontal distance. If the walkway must be closed for safety reasons, it must be reviewed and accepted by the Contract Administrator. Acceptance to close the walkways will only be given for the minimum amount of time to erect the structure, and provided all access points are closed off with appropriate barriers indicating the walkway is closed. Any barriers which close the walkways, must be located at the closest intersection, and not immediately on each side of the Work area. Instructions on the barricade shall direct the public to the appropriate detour walkway.
- E3.6 The Contractor must provide suitable traffic barriers to City of Winnipeg Standards when working on or near the vehicle roads.
- E3.7 There will be no Separate Payment for providing Safety markers, barricades and workers.

#### **E4. PERMITS**

- E4.1 The Contractor is responsible to apply and pay for all permits.
- E4.2 The Contractor shall include all Work shown on the drawings and outlined in the specification in their Total Bid Price, unless the Work is clearly shown to be not included in the Contract.
- E4.3 Measurement and Payment. The cost for permits will be paid based on a lump sum basis and shall be included in Unit Price Item No: 1 "Permit Costs" Form B: Prices. The price shall include all costs associated with the submission of the permit application, and obtaining an Occupancy Permit.

#### **E5. PROTECTION OF UNDERGROUND STRUCTURES**

- E5.1 The Contractor is responsible to contact all utilities and locate and protect all underground utilities prior to commencing any construction or excavation activities.
- E5.2 There will be no separate payment for locating and protecting underground structures

#### **E6. SITE ACCESS AND PROTECTION OF EXISTING SURFACING MATERIALS**

- E6.1 These sites are located throughout Winnipeg as shown on drawing L1 – Structure Location Map. The Contractor is to inspect all the sites prior to submitting a Bid to determine the best access route, and to assess the potential for damage/risk to existing surface materials while accessing the Site.
- E6.2 The City can not offer any information on the stability of the existing asphalt walkways and adjacent vegetated areas, to support construction equipment. The Contractor must determine their best access route that will minimize disruption to the public, and damage to existing surface areas, and protect the same. The Contractor is required to repair all damage as a result of accessing the Work area, or as a result of their Work, to prior construction condition.
- E6.3 Prior to accessing each Site, the Contractor must review the access route with the Contract Administrator and obtain his approval of the route. The Contractor shall take photos of each access route, to a level necessary to verify the before condition of the proposed access route.
- E6.4 The Contractor must not remove any trees or vegetation as a result of accessing each Site, without the approval of the Contract Administrator. Damage to the existing vegetation/ground cover is to be to the appropriate City Dept. having jurisdiction over those lands ie. City Naturalist Services Dept., City of Winnipeg Forestry Dept., Public Works Dept. etc.

- E6.5 The Contractor must obtain all necessary permits from Streets and Transportation with respect to crossing over any curbs and boulevard areas.
- E6.6 The access to the Sites is anticipated to be as indicated below:
- (a) Shade canopy location 1- Nottingham Ave. via Gateway Road
  - (b) Shade canopy location 2- E.H. Price. via Raleigh Street
  - (c) Shade canopy location 3- Anderson Park. via Raleigh Street sidewalk or from Gateway Road
  - (d) Shade canopy location 4- Cedarcrest Park. via Raleigh Street sidewalk or from Gateway Road.
  - (e) Shade canopy location 5- Douglas Park. via Raleigh Street
  - (f) Shade canopy location 6- Gateway Recreation Centre. via Raleigh Street
  - (g) NPG Trailhead Sign – Riverton Avenue via Gateway Road
  - (h) Harte Trail East End via Shaftsbury Boulevard and gravel roadway
  - (i) Cordite Trail via Ham Street and gravel road approach
  - (j) Bishop Grandin Greenway, St. Mary's Road plaza via St. Mary's Road using the existing asphalt path leading to St. Mary's Road
- E6.7 The Contractor is made aware they must keep all equipment, stockpiled materials and excavated soil clear of the existing walkway areas that are to remain open for public use.

## **E7. WORK BY OTHERS**

- E7.1 The City of Winnipeg will be responsible for installing signage and benches below the Contractor's overhead metal structures. This Work will be undertaken after the Contractor has achieved Total Completion.

## **E8. LAYOUT OF WORK**

- E8.1 The Contract Administrator will field locate the centre line of all structure locations in terms of their perpendicular location off the adjacent walkways (Northeast Pioneer Trail).
- E8.2 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.
- E8.3 All layout Work shall be inspected and approved by the Contract Administrator prior to construction.
- E8.4 Before commencing Work the Contractor shall satisfy himself as to the meaning and correctness of all stakes and marks and no claims shall be entertained by the City of Winnipeg 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.
- E8.5 The Contractor shall locate and protect all underground utilities prior to commencing construction.

## **E9. EXISTING SURVEY INFORMATION**

- E9.1 The Site plan is based on drawing data supplied by the City of Winnipeg and supplemental field data supplied by Ken Rech Landscape Architects.
- E9.2 Survey grade elevations for the Northeast Pioneer Greenway were surveyed by Ken Rech Landscape Architects Inc. in August of 2009. All grade elevations are in metres and hundredths of a metre, and are reference to the local asphalt walkway as a benchmark and not to geodetic elevations.
- E9.3 Existing Site photos are shown on drawings L-2 and L-3 and were taken in August of 2009. These photos are intended for the Contractor to get a general sense of where the structure will be located and the lay of the immediate land.

## **E10. DEMOLITION AND SITE SALVAGE**

- E10.1 All demolition Work shall be legally disposed of off Site.
- E10.2 In general terms demolition involves the rough grading and minor removal of existing grade/fill. At the Bishop Grandin Trail - St. Mary's Road Site, some existing asphalt paving is also to be removed.
- E10.3 In general terms Site salvage is only required at the Bishop Grandin Trail - St. Mary's Road location and involves the salvaging of the two (2) Barkman concrete planters and relocation of the planters to location shown on detail 4-L3.
- E10.4 Measurement and Payment. The cost for demolition at each Site is to be included in the appropriate Trailhead Structure unit price for each location. The cost for salvaging the two Barkman planters and relocating them is to be included in the Bishop Grandin Trail – St. Mary's Road unit price, item 11e.

## **E11. EARTHWORK AND GRADING**

- E11.1 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.
- E11.2 The Contractor shall construct each Trailhead Structure location 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.
- E11.3 The Contractor is made aware that all excavated material is to be removed and legally disposed of off Site, unless the material is suitable for fill. The existing vegetation layer by each Site is to be sheared off and legally removed from the sites.
- E11.4 The Contractor shall excavate or fill to the design grades shown less the appropriate allowance for the surface material as indicated below:
- (a) 75 mm depth for areas to be topsoil for sodded.
  - (b) 350 mm depth for asphalt paved areas
  - (c) 300 mm depth for areas shown to be gravel paved only.
  - (d) 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.
- E11.5 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.

- E11.6 The design gradient for all other areas shall be considered to be straight grade between the design elevations 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.
- E11.7 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.
- E11.8 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% Modified Proctor Density for areas not located under asphalt paving and to 98% Modified Proctor Density for asphalt paved areas. Lifts shall not exceed a compacted thickness of 150 mm.
- E11.9 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.
- E11.10 Measurement and Payment. The cost for Earthwork and Grading at each Site is to be included in the appropriate "Rough Grading" unit price for each location.

## **E12. GRANULAR BASE COURSE AND GRANULAR SURFACE PAVING**

- E12.1 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 asphalt and granular paved surfaces.
- E12.2 All new granular paving shall be 19 mm diameter crushed limestone down, installed to the depths noted on drawing details 2-L2. Granular paving shall be compacted to 98% Modified Proctor Density.
- E12.3 Install material to the depth and design elevations indicated on the Construction Drawings. Install in 150 mm thick compacted lifts. Install only on clean smooth surfaces, properly shaped/sloped and compacted. Place the material using methods which do not lead to segregation or degradation of aggregate.
- E12.4 Ensure granular backfill around concrete pile caps is adequately compacted from the excavation grade up to the new finish grade elevations of the surface paving.
- E12.5 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.
- E12.6 Measurement and Payment. The cost for Granular Base Course for asphalt paved areas is to be included in the unit price for asphalt paving. The cost for Granular Surface Paving will be paid for on a per square metre basis for each Site, and is to be included in the appropriate "Granular Paving" unit price for each location.

## **E13. ASPHALTIC CONCRETE PAVING**

- E13.1 This Specification shall amend and supplement City Specification CW 3410-R7. The Work to be done by the Contractor under this Specification shall cover all phases of supply and placement of new asphalt paving at various trailhead structure locations.

- E13.2 All new asphalt paving shall be installed to a minimum 50 mm thickness over a minimum 300mm depth of compacted granular base, as specified in section E12.
- E13.3 Where asphalt paving is installed adjacent to existing asphalt paving, it shall meet flush with the existing asphalt paving and be sloped to match the existing paving and shall not trap or hold any water. Install new asphalt paving with a minimum 2% slope in the direction of existing drainage, unless shown otherwise on the drawing.
- E13.4 Ensure outside perimeter edge is installed to a clean straight or curved line as shown on the layout drawings. Sawcut off any protruding edges so the edge of the asphalt has a continuous smooth flow to the edges free of jagged or undulating protrusions.
- E13.5 Measurement and Payment. The cost for Supply and Installation of Asphalt Paving for each Site, will be paid for on a per square metre basis, and is to be included in the appropriate "Asphalt Paving and gran. Base" unit price for each location.

#### **E14. TOPSOIL AND FINISH GRADING**

- E14.1 This specification shall amend CW 3540-R5 Specification for Topsoil and Finish Grading for Establishment of Turf Areas.
- E14.2 The Contractor is to install a 75 mm depth of topsoil, graded smooth and sloped to match the surrounding grade or new design grades, where sod is specified to be installed. Where the new sod will meet the existing sod, there shall be a sharp vertical spade edge cut line between the new sod and the new topsoil areas, to allow the 75 mm depth of new topsoil to be installed tight to the existing sod.
- E14.3 The Contractor shall haul the topsoil immediately to the Site prior to installation and shall not stockpile it on Site to prevent erosion into the surrounding drainage ditches, and to protect the existing surrounding vegetation.
- E14.4 The installation of the topsoil is to be completed by the Substantial Performance date specified in section D11.1.
- E14.5 Measurement and Payment. The cost for Supply and Installation of Topsoil and Finish Grading for each Site is to be included in the appropriate "Sodding & Topsoil" unit price for, for each location.

#### **E15. SODDING**

- E15.1 This specification shall amend CW 3510-R9 Specification for Sodding.
- E15.2 The completion of the sodding Work may have to be completed in the spring of 2010 depending on climatic condition. The lack of sodding installation will not hold up giving Substantial Performance, provided all other Work is complete except for the installation of asphalt paving.
- E15.3 Measurement and Payment. The cost for Supply and Installation of Sod for each Site, will be paid for on a per square metre basis, and is to be included in the appropriate "Sodding & Topsoil" unit price for each location.

#### **E16. METAL TRAILHEAD STRUCTURE AND CONCRETE FOUNDATION**

- E16.1 The specification for the overhead metal Trailhead Structure and underground concrete works is shown on Tower Engineering Group drawing S1.0 and S1.1.
- E16.2 The Contractor is made aware eight (8) of the structures are to be Supplied Only, to the City of Winnipeg storage facility, location to be specified at a later date. These structures are to be priced out in Unit Price Item number 12. The Supplied Only structures, are to be packaged so as not to be susceptible to scratching, denting, or to rest directly on the ground. The structures shall be set or stockpiled on wood pallets or supports, to prevent the metal from contacting the

ground. Each structure shall consist of three (3) complete components, the two (2) sidewalls and the complete roof structure with the metal decking fastened to the roof.

- E16.3 Prior to pouring the concrete footing the re-bar installation is to be inspected by the Contract Administrator. Provide a minimum of 48 hours to the Contract Administrator when the re-bar will be ready for inspection.
- E16.4 With respect to the re-bar inspection the Contractor shall form a number of the concrete pile caps at one time so an inspection can be made of multiple sites at one time and not one trip per Site. Only three (3) re-bar inspections will be undertaken to review the pile cap reinforcing, and any additional ones requested by the Contractor will be charged to the Contractor at one hundred and twenty five dollars (\$125.00) per Site. The Contract Administrator will bill the Contractor directly.
- E16.5 The three re-bar inspections shall include the following sites per visit:
- (a) Site Review No: 1: four (4) sites on the Northeast Pioneer Trail locations
  - (b) Site Review No: 2: three (3) sites on the Northeast Pioneer Trail locations, and the Cordite Trail location.
  - (c) Site Review No: 3: Harte Trail and the Bishop Grandin Greenway Site locations.
- E16.6 Measurement and Payment. The cost for Supply and Installation of each overhead metal trailhead structure and underground concrete foundation for each Site, is to be included in the appropriate "Shade Canopy Structure" or "Sign Canopy Structure" unit price for each location. The supply only of the eight (8) structures is to be included in unit price item No. 12.

## **E17. SITE RESTORATION**

- E17.1 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.