



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 694-2009**

**LA VERENDRYE PARK – SITE REDEVELOPMENT**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 LA VERENDRYE PARK – SITE REDEVELOPMENT

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 29<sup>th</sup>, 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 view the Site without making an appointment.

B3.2 The Bidder is advised that all sites should be viewed prior to submitting a bid to familiarize the Bidder with the nature of the work areas and site access restrictions. The Bidder shall note that existing trees are to be protected, and proximity of trees to the construction areas may limit the type of construction equipment utilized. The Bidder is made aware of the City Naturalist and Forestry Department will require financial compensation for trees or plant material damaged by the Contractor or his/her Subcontractors. Note that safe public use of the sites must be provided for by the Contractor.

### **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 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) 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 sidewalk construction, custom concrete and metal fabrication and landscaping.

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

- (a) Concrete walks, curbs and footings
- (b) Pre-cast concrete paver installation
- (c) Gravel path construction
- (d) Fabrication and installation of custom bollards and signage
- (e) Installation and maintenance of seed, sod and shrubs

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

D3.1 The Contract Administrator is Cynthia Cohlmeier Landscape Architect, represented by:

Cynthia Cohlmeier  
President  
359 McDermot Ave  
Winnipeg, Manitoba R3A 0A6  
Telephone No. (204) 943.1394  
Facsimile No. (204) 942.4426

D3.2 At the pre-construction meeting, Cynthia Cohlmeier 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 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.

#### **D10. SUBCONTRACTOR LIST**

D10.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

### **SCHEDULE OF WORK**

#### **D11. COMMENCEMENT**

D11.1 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.

D11.2 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;
  - (vi) the Subcontractor list specified in D10; and
- (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.

D11.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

D11.4 The City intends to award this Contract by October 20<sup>th</sup>, 2009

D11.4.1 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.

## **D12. SUBSTANTIAL PERFORMANCE**

D12.1 The Contractor shall achieve Substantial Performance within twenty (20) consecutive Working Days of the commencement of the Work as specified in D11.

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 within thirty (30) consecutive Working Days of the commencement of the Work as specified in D11.

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 Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City five hundred dollars (\$500) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.

D14.2 The amount specified for liquidated damages in D14.1 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.

D14.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **D15. SCHEDULED MAINTENANCE**

D15.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

- (a) Maintenance of sod as specified in CW 3510-R9;
- (b) Maintenance of seeded grass as specified in CW 3510-R7;

(c) Maintenance of shrubs as specified in E17.

D15.2 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**

### **D16. JOB MEETINGS**

D16.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D16.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

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

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

## **MEASUREMENT AND PAYMENT**

### **D18. PAYMENT**

D18.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **WARRANTY**

### **D19. WARRANTY**

D19.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D19.2 Notwithstanding C13.2 or D19.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if longer warranty periods are stated in the specification.

(a) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D19.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.



**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. 694-2009

LA VERENDRYE PARK – SITE REDEVELOPMENT

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. 694-2009  
LA VERENDRYE PARK – SITE REDEVELOPMENT

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	Site Plan
L-2	Layout & Details
L-3	Sidewalk Details
L-4	Details
SCD121	Tache Backless Bench
SCD138	Tache Bench with Arms
SCD645 A	Park Path Crushed Limestone

#### E2. EXISTING SURVEY INFORMATION

E2.1 The Site plan is based on drawing data supplied by the City of Winnipeg and additional field data added to the drawings by Cynthia Cohlmeier Landscape Architect. All dimensions must be field checked.

E2.2 Survey grade elevations have not been provided since work will be field located, and it will not materially change the existing conditions.

#### E3. SITE ACCESS AND TRAFFIC CONTROL

E3.1 Access to the Work area shall be from (1) the new Tache entrance and (2) the paths surrounding the new playground site.

E3.2 Refer to CW 1130-R1 for Site Requirements and Traffic Control.

#### E.4 PROTECTION OF EXISTING TREES

##### E4.1 General

E4.1.1 Description

This Specification covers the protection of all existing trees. The Work to be done by the Contractor under this Specification shall include the furnishing of all

superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work hereinafter specified.

## **E4.2 Execution**

### **E4.2.1 Preservation**

Existing trees shall be protected and preserved as is.

### **E4.2.2 Trunk Protection**

All trees will have a 1000mm (minimum) radius protective zone calculated from the circumference at the base of the trunk which will remain free of digging, trenching, grade changes, stock piling of materials and soil compaction throughout the duration of the Contract. Protective fencing around these areas is required. All trees within and immediately adjacent to, proposed construction areas will require 1 x 6 x 8" wood planks strapped to the tree trunk to completely protect the tree trunk from impact damage. (smaller trees will be similarly protected using proportionally sized wood planks).

### **E4.2.3 Overhead Branch and Limb Protection**

Tree limbs and branches overhanging the construction area shall not be damaged. The Contractor shall be responsible for ensuring that the above ground portions of trees are not damaged during Work.

### **E4.2.4 Excavation**

During all excavation a representative from the City of Winnipeg Urban Forestry Branch shall be present at all times unless otherwise agreed upon by the Contract Administrator, Urban Forestry Branch and Contractor prior to commencement of construction.

### **E4.2.5 Notification**

- (a) The Contract Administrator is to be notified 48 hours in advance of any large equipment working in the vicinity of existing trees. The Contractor shall provide adequate personnel on foot to supervise equipment operators in the vicinity of the trees to ensure that no damage occurs.
- (b) Special care is required during excavation to ensure existing tree root structure is not damaged. Should root pruning be required the Contractor must ensure proper root pruning techniques are employed by a licensed arbourist.

## **E4.3 Method of Measurement**

No measurement will be made for protection of existing trees.

## **E4.4 Basis for Payment**

No separate payment will be made for protection of existing trees.

## **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 furnish all other lines and levels required. 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.

## **E6 EXCAVATION AND GRADING**

### **E6.1 General Description**

- E6.1.1** This specification shall cover the excavation and legal disposal of existing surfacing to accommodate new surfacing materials and installations. It shall amend and supplement CW 3110-R11 and CW 3170-R3.
- E6.1.2** Work includes but is not limited to the following:
- (a) Excavate, legally dispose of, and rough grade excess fill to the limits shown on the Drawings to the depths necessary to achieve rough grade for:
    - (i) New sidewalks and paths
    - (ii) New shrub bed and planting holes
  - (b) Work includes the satisfactory disposal of unsuitable site material such as clays susceptible to frost-heaving, silts, rock, rubble, rubbish and any surplus material.

### **E6.2 Construction Methods**



E6.2.1 Excavation should be coordinated with the installation of the Work so as not to endanger users of the park. Any open excavation should be clearly marked for public safety.

**E6.3.1 Method of Measurement**

The cost of all excavation and disposal is to be included in the unit price form of the applicable Work. No separate payment will be made for this Work.

**E7 STUMP REMOVAL**

**E7.1 General Description**

Trees and shrubs have been cut down throughout the park. Remaining stumps (fifty) to be removed so that new growth is eliminated.

**E7.2 Method**

Stumps are to be removed to approximately 150mm below grade and removal shall include buttress roots. Excess wood chips are to be removed so that a 100mm layer of soil (tamped) fills the remainder of the hole. Grass seed is to be applied to the tamped soil surface.

**E7.3 Method of Measurement and Basis of Payment**

E7.3.1 The removal of stumps shall be measured on a Unit Price basis.  
The number to be paid for shall be the total number of stumps removed.

**E8. SITE RESTORATION**

**E8.1** Total Performance of the Work shall not be completed until the Contractor has cleaned up the Site and removed all plant, tools, equipment, waste, and debris to the satisfaction of the Contract Administrator. Unless otherwise specified, the Contractor shall restore all areas of the Site to the original condition or better, including those beyond the established limit of Work that he may have affected, including access points.

**E9. CRUSHED LIMESTONE PAVING**

**E9.1 General Description**

This Specification shall amend and supplement City Specification CW 3110-R6. The Work to be done by the Contractor under this Specification shall cover all phases of supply and placement of crushed limestone surfacing materials necessary to install gravel paths.

**E.9.2 Materials**

E9.2.1 New walkway paving will consist of a 150 mm depth base coarse of 50 mm down crushed limestone over geotextile fabric to CW 3130-latest revision, and a 50 mm depth surface of 20 mm down crushed limestone.

**E9.3 Construction Method**

- E9.3.1 Install material to the layout indicated on the Construction Drawings. Install only on clean unfrozen surface, properly shaped and compacted. Place the material using methods that do not lead to segregation or degradation of aggregate.
- E9.3.2 Any surface irregularities shall be corrected by loosening and adding or removing material until the surface is within specified tolerance (2% slope) and provides a smooth walking surface.
- E9.3.3 Sides of the path to be sodded or seeded shall not exceed 4:1 slope.

#### **E9.4 Method of Measurement and Payment**

- E9.4.1 The cost for the supply and installation of Crushed Limestone paving will be paid for on a Unit Price basis, and shall include all costs for the walkway excavation, granular installation, associated grass repair, and the maintenance period for sod or seed.

### **E10 CAST IN PLACE CONCRETE**

#### **E10.1 General Description**

- E10.1.1 This Specification shall cover the supply of material and construction of:

- (a) Portland cement sidewalk
- (b) Portland cement light bases, and footings for signage and benches
- (c) Portland cement curbs and playground surround.

- E10.1.2 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all other things necessary for and incidental to the satisfactory performance and completion of all Work as specified herein and in accordance with CW 3110-R11 Sub-Grade, Sub-Base And Base Course Construction and CW 2160-R7 Concrete Underground Structures And Works, and 3325-R3 Portland Cement Concrete Sidewalks.

#### **E10.2 Materials**

- E10.2.1 The Contractor shall be responsible for the supply, safe storage and handling of all materials, testing and approvals in accordance with CW 3325-R3, Sections 5 and 7.

#### **E10.3 Equipment**

- E10.3.1 All equipment used by Contractor to be in accordance with CW 3325-R3, Section 8.

#### **E10.4 Construction Method**

- E10.4.1 Provide 24 hours' notice before placing concrete.

E10.4.2 Construct Portland cement concrete works as shown on the Drawings and as directed by the Contract Administrator. Construct to the requirements of CW 3325-R3.

E10.4.3 Sidewalk is to be 100 mm depth concrete over 150mm depth compacted base, level with the adjacent sidewalk. Tool edges and joints. Make expansion joints as shown on L-3, Detail 4. Finish with light broom.

## **E10.5 Method of Measurement**

### **E10.5.1 Portland Cement Concrete Sidewalk**

Construction of Portland cement sidewalk shall be measured on a unit price basis. Removal of grass and preparation of the base course are incidental to the work and are to be included in the unit price.

### **E10.5.2 Portland Cement Concrete Light Bases and Footings for Benches, Signage, and Play Structures.**

There shall be no separate measurement for work associated with the construction of Portland cement light bases, or footings for signage and play structures. This work shall be incidental to the supply and installation of the those items. No separate measurement or payment will be made.

### **E10.5.3 Portland Cement Concrete Curbs**

There shall be no separate measurement for work associated with the construction of Portland cement concrete curbs. This work shall be incidental to the supply and installation of the pre-cast pavers and to the playground installation. No separate measurement or payment will be made.

## **E10.6 Basis of Payment**

### **E10.6.1 Portland Cement Concrete Sidewalk**

Construction of Portland Cement Concrete Sidewalk is incidental to the supply and installation of the central sidewalk which price shall be included in the price for supply and installation of the central sidewalk. No separate payment for construction of concrete sidewalk shall be made.

### **E10.6.2 Portland Cement Concrete Footings for Benches, Entry markers, and Signage**

Construction of Portland cement concrete bases and footings are incidental to the supply and installation of site furnishings, and signage which price shall be included in the price for supply and installation of site furnishings, entry markers and signage. No separate payment for construction of bases shall be made.

E10.3 Portland Cement Concrete Curbs are incidental to the supply and installation of precast pavers and to the playground installation. No separate measurement or payment will be made.

## **E11 INSTALLATION OF INTERLOCKING PAVING STONES**

## **E11.1 General Description**

- E11.1.1 This Specification shall cover the supply of material and construction of sidewalks as shown on L-3, Details 1 and 4.
- E11.1.2 This Specification shall amend and supplement City Specification CW 3330-R5. The Work to be done by the Contractor under this Specification shall cover all phases of supply and placement of materials necessary to the sidewalks noted above.

## **E11.2 Materials**

- E11.2.1 Barkman, Madrid – colour: Antique Brown (or equal in accordance with B6).

## **E11.3 Construction Method**

- E11.3.1 Construction methods as specified by CW 3330-R5 and as noted on L-3.

## **E11.4 Method of Measurement**

There shall be no separate measurement for work associated with the construction of interlocking paving stones. This work shall be incidental to the supply and installation of the central sidewalk (Detail 4, L-3) and the park entry (Detail 1, L-3). No separate measurement or payment will be made. Removal of grass and preparation of the base course are incidental to the work and are to be included in the unit price.

## **E11.5 Basis of Payment**

Installation of interlocking paving stones will be paid for at the Contract Lump Sum for the central sidewalk and the entry which prices shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the Work included in this Specification.

## **E12 SITE FURNISHINGS**

### **E12.1 General Description**

- E12.1.1 This Specification shall cover the delivery and installation of seven (7) park benches, four (4) new picnic tables to be provided without cost to the Contractor by the City of Winnipeg.
- E12.1.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work specified herein. Supply includes pick up from the source identified below.
- E12.1.3 Entry markers are described and specified on L-4.

### **E12.2 Materials**

- E12.2.1 Park Benches

- (a) Tache Backless Bench (SCD 121), supplied with a finish of oil-based exterior paint, colour to match General Paint's CL 2256A – Blue Moon.
- (b) Tache Bench with Arms (SCD) and finished as above

#### E12.2.2 Picnic Tables

- (a) Tache Picnic Table, supplied with a finish of oil-based exterior paint, colour to match General Paint's CL 2256A – Blue Moon
- (b) To order and pick up the furnishings, contact:

Aaron Lennon, Supervisor of Central Repair/Manufacturing Facility City of Winnipeg, Fleet Management Agency Division 215 Tecumseh Street, Winnipeg, MB R3E 3S4  
alennon@winnipeg.ca

### E12.3 Construction Methods

- E12.3.1 All Work is to be located and installed in accordance with the Drawings using approved non-rusting, vandal resistant fasteners to ensure solid, durable, finished work suitable for the purpose intended.
- E12.3.2 All furnishing is to be installed plumb and true to correct elevations and location, as directed by the Contract Administrator. The Contractor shall confirm locations of all site furnishings with the Contract Administrator prior to installation.
- E12.3.3 All furnishing are to be carefully handled so that no parts will be bent, broken, or otherwise damaged.

### E12.4 Method of Measurement

- E12.4.1 The installation of site furnishings shall be measured on a Unit Price Basis.

### E12.5 Basis of Payment

- E12.5.1 The installation of site furnishings shall be paid for at the Contract Unit Price per unit for the "Items of Work" listed below, measure as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this Specification.

#### E12.5.2 Items of Work

- (a) Tache Backless Bench, complete with concrete base
- (b) Tache Bench with Arms
- (c) Tache Picnic Table

## E13 TOPSOIL AND FINISH GRADING

### E13.1 General

E13.1.1 This specification shall amend CW 3540-R2 Specification for Topsoil and Finish Grading for Establishment of Turf Areas.

E13.1.2 The Work to be done under this Specification shall include, and not be limited to the following items:

- (a) Topsoil for grass repairs
- (b) Topsoil for sod and seed installations
- (c) Topsoil for shrub installations

### **E13.2 Materials**

E13.2.1 Topsoil for sodding and seeding shall conform to CW3540 R2.

E13.2.2 The soil mixture for Planting Beds and for Individual Shrub Planting is noted on Detail 4, L-2.

### **E13.3 Method of Measurement**

E13.3.1 Installation Of Topsoil For Grass Repairs

The cost for supply and installation of topsoil for grass repairs related to path and sidewalk construction is to be included in the unit price for path and sidewalk construction. No separate payment will be made for topsoil and finish grading related to path and sidewalk construction.

E13.3.2 Installation of Topsoil for Sodding and Seeding

The cost of supply and installation of topsoil for sodding and seeding is to be included in the unit price for sodding and the lump sum for gravel path installation respectively. No separate payment will be made for topsoil installation with sodding and seeding.

### **E13.4 Basis for Payment**

E13.4.1 Basis for Payment for Supply and Installation of Topsoil in Individual Shrub Planting

Supply and installation of topsoil in individual shrub planting is incidental to the supply and installation of the shrubs, which price shall be included in the price of shrubs. No separate payment for topsoil in shrub planting shall be made.

E13.4.2 Basis for Payment for Supply and Installation of Topsoil for Planting Beds

Supply and Installation of Topsoil for Planting Beds will be paid for at the Contract Unit Price per square meter for Supply and Installation of Planting Beds which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the work included in this Specification.

## **E14 SEEDING**

### **E14.1 Description**

E14.1.1 This Specification shall amend and supplement the City of Winnipeg Specifications CW 3520-R7.

E14.1.2 Items of work are to include but are not limited to:

- (a) Replacement of one gravel path to grass as shown on L-1.
- (b) The perimeters of newly constructed paths and sidewalks to ease transitions to grade and to repair the Work.

#### **E14.2 Method of Measurement and Basis of Payment**

E14.2.1 Seeding is incidental to the replacement of gravel paths, to the installation of new paths, and to restoring damaged areas. No measurement and no separate payment shall be made.

### **E15 SODDING**

#### **E15.1 Description**

This Specification shall amend and supplement City of Winnipeg Standard Specification CW 3510-R9, and shall provide for the supply and installation of nursery sod.

#### **E15.2 Materials and Methods**

- (a) Sod shall be City of Winnipeg approved sod for general park areas grown on a mineral soil base.
- (b) The Contractor may be required to provide sod test results for a testing laboratory acceptable to the Contract Administrator indicating that the sod used has a minimum 70% non-organic soil by volume. Cost of said testing shall be borne by the Contractor.
- (c) The Contractor shall provide detailed information on the seed mixes used in cultivation of sod.

#### **E15.3 Method of Measurement and Basis of Payment**

- (a) Sodding will be measured on an area basis. The area to be paid for shall be the total number of square metres 1) sodded and 2) maintained in accordance with this Specification and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator.
- (b) Sodding will be paid for at the Contract Unit Price per square metre for each item of Work listed below, measured as specified herein, which price shall be payment in full for supplying all labour, equipment and materials and completing all operations (for each item of Work) herein described, and all other items incidental to the Work included in this Specification.

## **E16 SHRUBS**

### **E16.1 Description**

E16.1.1 The work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all other things necessary for and incidental to the satisfactory performance and completion of all work as hereinafter specified.

### **E16.2 Source Quality Control**

E16.2.1 Obtain Approval of plant material at source.

Notify Contract Administrator of source of material at least seven (7) days in advance of shipment. No work under this section is to proceed without approval.

Acceptance of plant material at its source does not prevent rejection on site prior to or after planting operations.

E16.2.2 Trees, shrubs and perennials are to be grown in nurseries under proper horticultural practices as recommended by the Canadian nursery trades association.

E16.2.3 Only those trees, shrubs and perennials will be accepted which have been grown for at least the last four (4) previous years in nurseries located in an Agriculture Canada Plant Hardiness Zone designation of 2 (a or b) or 3 (a or b). Trees, shrubs and perennials that have grown in Plant Hardiness Zone 4 or greater will be rejected.

### **E16.3 Shipment and Pre-Planting Care**

E16.3.1 Coordinate shipping of plants and excavation of holes to ensure minimum time lapse between digging and planting.

E16.3.2 Tie branches of trees and shrubs securely and protect plant material against abrasion, exposure and extreme temperature change during transit. Avoid binding of planting stock with rope or wire which damage bark, break branches or destroy natural shape of plant. Give full support to rootball of large trees and shrubs during lifting.

E16.3.3 Cover plant foliage with tarpaulin and protect bare roots by means of dampened straw, peatmoss, sawdust or other acceptable material to prevent loss of moisture during transit and storage.

E16.3.4 Remove broken and damaged roots with sharp pruning shears.

E.16.3.5 Keep roots moist and protected from sun and wind.

### **E.16.4 Warranty**

E16.4.1 The Contractor agrees and warranties to replace and replant any nursery stock found dead or in poor condition for a period of two (2) years from date of Certificate of Total Performance without cost to The City. "Poor Condition" shall be interpreted as meaning nursery stock on which branches are dead or dying, or have not shown satisfactory growth in leaves. Exempted is nursery stock damaged by accidental causes or vandalism, which stock shall be replaced at the cost of the Owner.

E16.4.2 All required replacements shall be by plants of at least the same size and species as specified, and shall be supplied and planted in accordance with the original Drawings and Specifications, and the replaced plant material shall carry



an additional two (2) year guarantee. Should the replaced plant material not survive, the Contractor will be responsible to replace it a third time and guarantee it for an additional two (2) years unless it is determined that unique site conditions or inadequate maintenance causes the death of plants

E16.4.3 An end-of-warranty inspection will be conducted.

E16.4.4 Contract Administrator reserves the right to extend Contractor's warranty responsibilities for an additional two (2) years if, at the end of warranty period, leaf development and growth is not sufficient to ensure future survival.

### **E16.5 Replacements**

E16.5.1 During guarantee period, remove from site any plant material that has died or failed to grow satisfactorily as determined by Contract Administrator.

E16.5.2 Replace plant material as soon as possible and as directed by the Contract Administrator.

E16.5.3 Extend guarantee on replacement plant material for a period equal to the original guarantee period.

E16.5.4 Continue such replacement guarantee until plant material is accepted.

### **E16.6 Materials**

E16.6.1 Soil Mixture: as shown on Detail 4, L-2.

E16.6.2 Water: Potable and free of minerals which may be detrimental to plant growth.

E16.6.3 Fertilizer: Slow release formulation of low nitrogen, high phosphorous (eg, 10-50-12). Apply at rate in accordance with manufacturers written instructions. Use only on advice by the City Urban Forestry Branch.

E16.6.4 Woodchip Mulch: Woodchips from hardwood trees, free of branches and leaves and varying in size from 1/4" to 3/4" (6-20 mm) thick.

E16.6.5 Horticultural Bonemeal: Raw Bonemeal finely ground with minimum analysis of 3% nitrogen and 10% phosphoric acid.

### **E16.7 Maintenance and Guarantee of Nursery Stock**

E16.7.1 The Contractor shall provide all watering, weeding, removal of dead material and all other maintenance operations required for two years after the date of the Certificate of Total Performance. See D15 for additional information.

E16.7.2 The Contractor shall agree and guarantee to replace and replant any nursery stock found dead and/or in poor condition two years from the date of the Certificate of Total Performance, at his cost. "Poor Condition" shall be interpreted as meaning nursery stock on which branches are dying, or have not shown satisfactory growth of leaves.

E16.7.3 Exempted is nursery stock damaged by accidental causes or vandalism, which stock shall be replaced at the cost of The City.

E16.7.4 All required replacements shall be by plants of at least the same size and species as specified, and shall be supplied and planted in accordance with the original drawings and Specifications, and the replaced material shall carry an additional two-year guarantee and maintenance period.

### **E16.8 Method of Measurement**

E16.8.1 Shrubs

Plant Material will be measured on a unit basis. The number to be paid for shall be the total number of each type and size of tree supplied and installed in accordance with the Specification and accepted by the Contract Administrator.

**E16.9 Basis of Payment**

- E16.9.1 The supply and installation of trees and shrubs will be paid for at the Contract Unit Price for each plant, measured as specified herein, which prices shall be payment in full including all costs for the plant, plant pit and topsoil backfill, pruning, two year maintenance, and all other items incidental to the Work included in this Specification.
- E16.9.2 Twenty five (25) % of the value of all plant material, as itemized on the unit price forms, shall be held back to pay for the two year maintenance period. See E16 for payment during two year maintenance period.
- E16.9.3 Seventy five (75) % of the value of all plant material, as itemized on the unit price forms, will be paid for when the plant material complies with the supply and installation sections of the specification requirements.

**E16.10 Plant Specification List**

<b>PLANT SPECIFICATION LIST</b>			
<b>no.</b>	<b>name common / scientific</b>	<b>size</b>	<b>comments</b>
<b>shrubs:</b>			
18	Siberian Pearl Dogwood/ <i>Cornus alba 'Siberian Pearl'</i>	#2 container	Well-branched, compact plants, with min. 3 branches of 400mm ht.
16	Diervilla/ <i>Diervilla lonicera</i>	#1 container	Native plant stock only. Available from Prairie Originals 27 Bunns, Rd, Selkirk, MB tel: 1-866-296-0928

**E17 SHRUB MAINTENANCE SCHEDULE**

**E17.1 Description**

- E17.1.1 This specification shall cover the landscape maintenance requirements for shrubs.

**E17.2 Maintenance Period**

- E17.2.1 Undertake maintenance from the date of installation for a period of two years past the date of total performance.

**E17.3 Description of Work**

E17.3.1 Maintain shrubs shown on the drawings to the satisfaction of the Contract Administrator.

E17.3.2 Work includes:

- (a) Fertilizing
- (b) Watering
- (c) Weed control of tree pits, wood chip mulch areas
- (d) Pest and disease control
- (e) Pruning
- (f) Mulching

#### **E17.4 Materials**

E17.4.1 Materials are to conform to the requirements of related specifications.

#### **E17.5 Maintenance Requirements**

E17.5.1 General Workmanship

Program timing of operations to growth, weather conditions and use of site. Do each operation continuously and complete within reasonable time period. Store equipment and materials off-site. Collect and dispose of debris or excess material on daily basis.

#### **E17.6 Fertilizing**

E17.6.1 Apply fertilizer no later than May 30<sup>th</sup> of each maintenance year.

#### **E17.7 Watering**

E17.7.1 The Contractor shall acquire and pay for all water.

E17.7.2 Apply water as required to supplement rainfall and to maintain optimum growing conditions. In general, water once a week to achieve rates as indicated below. Allow soil to dry adequately between watering to prevent over-saturation without creating water stress.

E17.7.3 Subject to the requirements above, the Contractor must water at least once a week inclusive between May 1<sup>st</sup> and October 30<sup>th</sup>. A complete record is to be kept of each series of waterings for all planted and transplanted trees, noting: 1) location, and 2) date of watering. This record is to be given to the Contract Administrator when requested.

E17.7.4 Apply 4 litres of water per shrub per application

#### **E17.8 Weed Control**

E17.8.1 Maintain surface of tree pit, shrub bed and mulched areas, free of weeds. Do not allow weeds to establish for a period longer than one (1) week.

E17.8.2 Do not use dicamba and picloram solutions near trees.

#### **E17.9 Pests and Diseases**

E17.9.1 Obtain written approval of Contract Administrator prior to using any pesticide.

E17.9.2 Control pests and disease through pruning or application of pesticides. Use species specific pesticides where possible. Use only pesticides of low mammalian toxicity. Strictly follow manufacturer's written instructions.

### **E17.10 Pruning**

- E17.10.1 Employ clean sharp tools. Make cuts coincident with the branch collar near the main stem or branch. Cuts must be smooth and sloping to prevent accumulation of water on cut.
- E17.10.2 Prune trees only to remove damaged or broken limbs, according to accepted horticultural practices as outlined in the most current version of the ANSI A300 Pruning Standards entitled "Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance – Standard Practices (Pruning)" and its companion publication "Best Management Practices: Tree Pruning" 2002 or most recent version.

### **E17.11 Mulching**

- E17.11.1 Add mulch as required to maintain 100 mm thickness.

### **E17.12 Winter Protection**

- E17.12.1 Ensure adequate moisture in root zones prior to freeze-up.

### **E17.13 Maintenance Schedule**

- E17.13.1 The Contractor shall provide a complete written maintenance schedule to the Contract Administrator prior to the commencement of the two year maintenance period, and must provide weekly reports of all tree maintenance to the City of Winnipeg, Urban Forestry Branch, within one week of the maintenance being provided.

### **E17.14 Maintenance Period**

- E17.14.1 The two year maintenance period shall be based on six month growing season per year. The two year maintenance program will consist of a total of 12 months of maintenance. In general the maintenance shall commence on May 1<sup>st</sup> and terminate on October 30<sup>th</sup> of each year. In the event of any early spring, whereby the weather conditions are conducive to plant growth, the Contractor shall start the maintenance period at such time as they deem necessary. However, the City of Winnipeg, Urban Forestry Branch, must be notified prior to commencing the maintenance period. Where the maintenance Contract is started prior to May 1<sup>st</sup>, the actual number of days that the plant material is maintained prior to May 1<sup>st</sup> will be deducted from the October 30<sup>th</sup> completion period.

### **E17.15 Cost of Two Year Maintenance Period**

- E17.15.1 The cost for the Two Year Plant Maintenance Period will be twenty-five (25) % of the total cost of all shrubs, as shown in Form B. The remaining seventy five (75) % value will be paid on a per unit basis, for each plant properly installed, and which plant complies with the specification requirements.
- E17.15.2 Where the plant material has been replaced and is covered under the extended warranty period, a proportional amount of holdback will be further maintained, until the plant has survived for a full two years and is accepted.

### **E17.16 Payment of Two Year Maintenance Period**

- E17.16.1 The basis of payment cost will be based on a pro rated basis, based on each full month of maintenance, and the respective proportion of the total twelve (12) months. Progress payments will be made once a year at the end of each growing season.