



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 903-2014

CHURCHILL DRIVE PARKWAY PATHWAY REFURBISHMENT

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 CHURCHILL DRIVE PARKWAY PATHWAY REFURBISHMENT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 30, 2014.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder may view the Site without making an appointment.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 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.
- B6.2 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.
- B6.2.1 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/>
- B6.2.2 The Bidder is responsible for ensuring that he/she 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.
- B6.2.3 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.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 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.
- B7.4 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.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her 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.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.

- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her 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 B15.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B7.10 Notwithstanding B7.2 to B7.9, and in accordance with B8.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B15.1(a).

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 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.
- B8.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.5 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
- B8.5.1 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.
- B8.6 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.7 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 B15.1(a).
- B8.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204 949-1178.

- B8.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B8.8.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B9. BID

- B9.1 The Bidder shall complete Form A: Bid, making all required entries.
- B9.2 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/her own name, his/her 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/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 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.
- B9.4 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/her 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/her 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.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B9.4.2 All signatures shall be original.
- B9.5 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.

B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.2 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.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. QUALIFICATION

B11.1 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.

B11.2 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>

B11.3 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
have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);

B11.4 Further to 0, 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 copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (c) 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/>.)

B11.5 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.

B11.6 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.

B12. OPENING OF BIDS AND RELEASE OF INFORMATION

B12.1 Bids will not be opened publicly.

B12.2 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>

B12.3 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/>

B12.4 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.

B13. IRREVOCABLE BID

B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B13.2 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.

B14. WITHDRAWAL OF BIDS

B14.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B14.1.1 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.

B14.1.2 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.

B14.1.3 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 B14.1.3(b), declare the Bid withdrawn.

B14.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B13.2 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.

B15. EVALUATION OF BIDS

B15.1 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 B11 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

- B15.2 Further to B15.1(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.
- B15.3 Further to B15.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B15.4 Further to B15.1(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.
- B15.4.1 Further to B15.1(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.

B16. AWARD OF CONTRACT

- B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B16.2 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.
- B16.2.1 Without limiting the generality of B16.2, 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.
- B16.3 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 B15.
- B16.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B16.4 Notwithstanding C4, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B16.5 The Contract, as defined in C1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of refurbishing existing paths, installing new gravel paths, and new site furnishings

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

- (a) Excavation for new crushed limestone path.
- (b) Supply and installation of compacted crushed limestone path with geotextile.
- (c) Supply and installation of compacted crushed limestone and multi-flo drain tile over existing path.
- (d) Excavation of top layer of existing gravel path, to be abandoned.
- (e) Supply and installation of imported topsoil, seed, and hydro mulch.
- (f) Supply and installation of imported topsoil and sod.
- (g) Excavation of top layer of gravel from existing path to be refurbished.
- (h) Supply and installation of compacted crushed limestone over existing path to be refurbished.
- (i) Removal of site furniture.
- (j) Supply and installation of gravel bases for new and existing site furniture.
- (k) Supply and installation of site furniture.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is AECOM Canada Ltd., represented by:

Joy Viberg, MALA
Landscape Architect

Telephone No. 204 928-9252

Facsimile No. 204 284-2040

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

D3.3 Bids Submissions must be submitted to the address in B8.5.

D4. CONTRACTOR'S SUPERVISOR

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

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

- D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. NOTICES

- D6.1 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.
- D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the facsimile number identified in D3.1.
- D6.3 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 facsimile number:
- The City of Winnipeg
Chief Financial Officer
Facsimile No.: 204 949-1174
- D6.4 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 facsimile number:
- The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

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

D8. SAFE WORK PLAN

- D8.1 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.

D8.2 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>

D9. INSURANCE

D9.1 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) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) all risks installation floater, carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 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.

D9.4 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.

D10. PERFORMANCE SECURITY

D10.1 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.

D10.1.1 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.

D10.2 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.

D11. SUBCONTRACTOR LIST

- D11.1 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

D12. COMMENCEMENT

- D12.1 The Contractor shall not commence any Work until he/she is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.
- D12.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D8;
 - (iv) evidence of the insurance specified in D9;
 - (v) the performance security specified in D10; and
 - (vi) the Subcontractor list specified in D11.
 - (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.
- D12.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.
- D12.4 The City intends to award this Contract within 60 calendar days
- D12.4.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D13. SUBSTANTIAL PERFORMANCE

- D13.1 The Contractor shall achieve Substantial Performance within thirty (30) consecutive Working Days of the commencement of the Work as specified in D12.
- D13.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D13.3 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.

D14. TOTAL PERFORMANCE

- D14.1 The Contractor shall achieve Total Performance within thirty-five (35) consecutive Working Days of the commencement of the Work as specified in D12.
- D14.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the

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

- D14.3 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.

D15. LIQUIDATED DAMAGES

- D15.1 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.

- D15.2 The amount specified for liquidated damages in D15.1 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.

- D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D16. SCHEDULED MAINTENANCE

- D16.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

- (a) Topsoil and Sod as specified in E9 and CW 3510;
- (b) Topsoil and Seed as specified in E10 and CW 3520;

- D16.2 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

D17. JOB MEETINGS

- D17.1 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.

- D17.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D18. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D18.1 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).

D19. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D19.1 Further to B11.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B11.4.

MEASUREMENT AND PAYMENT

D20. PAYMENT

D20.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D21. PAYMENT SCHEDULE

WARRANTY

D22. WARRANTY

D22.1 Warranty is as stated in C13.

FORM H1: PERFORMANCE BOND
(See D10)

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. 903-2014

CHURCHILL DRIVE PARKWAY PATHWAY REFURBISHMENT

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 D10)

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 903-2014
CHURCHILL DRIVE PARKWAY PATHWAY REFURBISHMENT

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 (2007 Revision), International Chamber of Commerce Publication Number 600.

(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-0000	Cover Sheet
L-0001	Landscaping – Cockburn St. South (West Entrance) to Osborne St. (St Vital Bridge)
L-0002	Landscaping – Osborne St. (St Vital Bridge) to Montgomery Ave.
L-0003	Landscaping – Montgomery Ave. Baltimore Rd. (North Entrance)
L-0004	Landscaping – Details

E2. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT

- E2.1 Further to CW 1130, the Contractor shall take such measures as are necessary to ensure safe and convenient access to other areas of the park that are not under construction and along public access roadways and pedestrian routes adjacent to the Site. Any damage caused by the negligence of the Contractor or his Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by him at his own expense, to the satisfaction of the Contract Administrator.

E3. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES

- E3.1 Further to C6.12, the Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of same before proceeding with the Work, and pay any cost attached to the inspection of such plans.
- (a) The Contractor shall apply for and obtain a "Waterways Permit" prior to commencement of any Work.

E4. PROTECTION OF EXISTING TREES

- E4.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities:
- (a) All trees will have a 3m 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, unless otherwise agreed to by the City and Contract Administrator throughout the duration of the Contract. Protective fencing around these areas is required.

- (b) Trees within and immediately adjacent to proposed construction and those identified to be at risk by the Contract Administrator are to be strapped with 25 x 100 x 2400 mm wood planks, or suitably protected as approved by the Contract Administrator. Do not use nails or other fasteners that penetrate the tree trunk. The width and length of strapping may be reduced to suit the tree being protected as approved by the Contract Administrator.
- (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the outside edge of the trunk of the tree at 150 mm above grade. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation. They must be properly trimmed with sharp tools to prevent crushing or being pulled by construction equipment. No paint is required. All exposed roots must be mulched until the excavated area is filled with clean earth to avoid exposure to sunlight and desiccation.
- (d) Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the Work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
- (e) Work on-Site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.
- (f) Repair, replace and maintain tree protection materials during construction until the Project completion.
- (g) Carefully remove safety fencing and strapping material without harming the tree as soon as the construction and restoration Work is complete.

E4.2 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his/her designate.

E4.3 No separate measurement or payment will be made for the protection of trees. It shall be considered incidental to the Contract Work.

E5. INSTALLATION OF GRAVEL PATHWAY

E5.1 Description

E5.1.1 General

- (a) This specification supplements City of Winnipeg Standard Construction Specification CW 3150 "Gravel Surfacing".
- (b) Referenced Standard Construction Specifications:
 - (i) CW 3110 "Sub-grade, Sub-base and Base Course Construction"
 - (ii) CW 3130 "Supply and Installation of Geotextile Fabrics"

E5.2 Materials

- (a) Geotextile shall be non-woven, Armtec 200, or approved equal as per section B7.
- (b) Base course shall be 20mm down crushed limestone.
- (c) Surfacing shall be 6mm down crushed limestone.

E5.3 Construction Methods

E5.3.1 Subgrade preparation

- (a) Excavate as required and ensure that the subgrade is at the proper level for the pathway construction. Work includes the satisfactory disposal of unsuitable Site material such as silts, rock, rubble, rubbish and surplus suitable Site material. Subgrade compaction shall be accordance with CW 3110.
- (b) Do not disturb existing surrounding trees.
- (c) Disposal of material shall be understood to mean the hauling of all unsuitable material from the Site and the unloading in a legal manner acceptable to the Contract Administrator.
- (d) The Contractor is responsible for determining and setting all new finish grade elevations as noted on the construction drawings.
- (e) Where fill is required to bring the subgrade up to the proper subgrade elevation use compacted clay fill, refer to SP:9.

E5.3.2 Installation of Geotextile Liner

- (a) Geotextile liner to be constructed in accordance with CW 3130.

E5.3.3 Installation of Gravel Pathway

- (a) Gravel pathway to be constructed as follows: 150 mm base course in accordance with sections 3.3 and 3.4 of CW 3110 and 25 mm surface in accordance with section 3.2 of CW 3150.
- (b) Install material to the depth and design indicated on the Construction Drawings. Install only on clean unfrozen surface, properly shaped and compacted.
- (c) Pathways shall have a minimum 1% and maximum 2% constructed cross slope, so no ponding of water occurs over the full width of walkway. Cross slope to drain in positive direction of existing slopes.

E5.4 Measurement and Payment

E5.4.1 Supply and Installation of Gravel Path

- (a) Supply and installation of gravel path shall be measured on an area basis and paid for at the Contract Unit Price per square metre for the "Supply and Install Crushed Limestone Path with Geotextile (New Path)", which price shall be payment in full for supplying all materials and performing all operations herein specified, and all other items included in the work of this specification.

E6. SUPPLY AND PLACEMENT OF CLAY FILL

E6.1 Description

- (a) This Specification covers the supply and placement of clay fill for the new crushed limestone path and shall amend and supplement Standard Specification CW 3170.
- (b) The Work to be done 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

E6.2 Materials

- (a) Clay fill material, as approved by the Contract Administrator, may be used for grading purposes excluding deleterious material such as snow, frozen soil, roots, tree trunks, and rubble.

E6.3 Construction Methods

- (a) Where fill is required to bring the subgrade up to the proper subgrade elevation use compacted clay fill, sloped to match the finish grade elevations. Fill below newly sodded areas shall be installed to a 100 mm depth below finish grade elevations

- (b) Clay fill is not to be placed on existing turf grass. Strip existing turf grass areas prior to placement of clay fill.
- (c) Clay shall be placed and compacted as shown on the Construction Drawings in uniform layers not exceeding 300 mm.
- (d) Clay shall be compacted to 95% SPMDD as determined by ASTM D698.

E6.4 Measurement and Payment

- (a) Supply and placement of clay fill shall be measured on a volume basis. The volume to be paid for shall be the total number of cubic metres (m³) placed, in accordance with this specification as computed from measurements verified by the Contract Administrator. Payment shall be at the Contract Unit Price for "Supply and Placement of Clay Fill (New Path)"

E7. RAISING OF EXISTING GRAVEL PATHWAY

E7.1 Description

E7.1.1 General

- (a) This specification supplements City of Winnipeg Standard Construction Specification CW 3150 "Gravel Surfacing".
- (b) Referenced Standard Construction Specifications:
 - (i) CW 3110 "Sub-grade, Sub-base and Base Course Construction"

E7.2 Materials

- (a) Surfacing shall be 6mm down crushed limestone.
- (b) Base course shall be 20mm down crushed limestone.
- (c) Drainage tile shall be Multi-Flow, 150 mm wide strips or approved equal in accordance with B7. The manufacturer will size and approve all fittings for use with Multi-Flow or approved equal, if required.
- (d) The drain conduit shall be of flexible, prefabricated, rounded rectangular shaped, composite product. The drain conduit will be wrapped with a non-woven geotextile and will be a non-woven needle-punched construction and consist of long-chain polymeric fibres composed of polypropylene, polyethylene or polyamide. The fibres will be oriented into a multi-directional stable network whereby they retain their positions relative with each other and allow the passage of water as specified. The fabric will be free of any chemical treatment or coating, which reduces permeability and will be inert to chemical commonly found in soil. The geotextile will conform to the following minimum average roll values.

Weight, g/m ²	ASTM D-3776	136
Tensile Strength, kg	ASTM D -4632	45 - 60
Elongation, %	ASTM D -4632	50 - 70
Puncture, kg	ASTM D -4833	27
Mullen Burst, kPa	ASTM D -3786	1379
Trapezoidal Tear, kg	ASTM D -4533	19
Coefficient of Permeability, cm/sec	ASTM D -4491	0.2 - 0.4
Flow Rate, l/min/m ²	ASTM D -4491	2950 - 4080
Permittivity, 1/sec	ASTM D -4491	1.3 - 2.0
Apparent Opening Size, mm	ASTM D -4751	0.212 max.

Seam Strength, kg/m	ASTM D -4595	223
Fungus	ASTM G-21	ASTM G-21

- (e) The drainage core shall be made of a high-density polyethylene. The core provide the flow channels and structural integrity of the drain. The geotextile shall function only as a filter. The core of the edge drain shall conform to the following physical property requirements.

Thickness, mm	ASTM D-1777	25
Flow Rate, l/min/m	ASTM D-4716	360
Compressive Strength, kPa	ASTM D-1621 (modified sand method)	287
Pipe Stiffness, kPa	ASTM D-2412	689

* At gradient =0.1, pressure =0.703 kg/cm² for 100 hours.

- (f) The fittings used with the edge drain, if required, shall be of a snap together design. In no case shall any drainage product be joined without the use of the manufacturers connector designed specifically for the purpose.

E7.3 Construction Methods

E7.3.1 Installation of Crushed Limestone

- (a) Installation of base course and surface material to raise existing path to be constructed as follows:
- (i) Place base course to raise path to within 25mm of final grade as noted on construction drawings and in accordance with sections 3.3 and 3.4 of CW 3110.
 - ◆ The Contractor is responsible for determining and setting all new finish grade elevations as noted on the construction drawings.
 - (ii) 25 mm surface in accordance with section 3.2 of CW 3150.

E7.3.2 Installation of Multi-Flow Drainage Tile

- (a) This Work shall consist of providing and placing a geo-composite prefabricated drainage system as required in the design submission and as described on the drawings and herein. Drainage system shall be installed in accordance with these specifications and in close conformity with the locations and dimensions as noted on the plans and details or specified by the Contract Administrator.
- (b) Place multi-flow drainage tile or approved equal horizontally, maximum 6m on centre, extending 300mm beyond either side of path. Drain tile is to be place at low areas on path rather than on exact spacing.
- (c) Multi-flow drainage tile is to be laid on the prepared surface in conjunction with the base course to facilitate cross movement of water from high side of path to low side of path.

E7.4 Measurement and Payment

E7.4.1 Supply and Installation of Sub-base and Base

- (a) Supply and installation of base and sub-base course shall be measured on an area basis and paid for at the Contract Unit Price per cubic metre for the "Supply and Install Crushed Limestone (Raise Existing Path)", which price shall be payment in full for supplying all materials and performing all operations herein specified, and all other items included in the work of this specification.

E7.4.2 Supply and Installation of Multi-Flow Drain Tile

- (a) Supply and installation of Multi-Flow Drain Tile shall be measured on an lineal metre basis and paid for at the Contract Unit Price per lineal metre for "Supply and install Multi-Flow Drain Tile (Raise Existing Path)", which price shall be payment in full for

supplying all materials and performing all operations herein specified, and all other items included in the work of this specification.

E8. REFURBISHMENT OF EXISTING GRAVEL PATHWAY

E8.1 Description

E8.1.1 General

- (a) This specification supplements City of Winnipeg Standard Construction Specification CW 3150 "Gravel Surfacing".
- (b) Referenced Standard Construction Specifications:
 - (i) CW 3110 "Sub-grade, Sub-base and Base Course Construction"

E8.2 Materials

- (a) Surfacing material shall be 6mm down crushed limestone.

E8.3 Construction Methods

- E8.3.1 Excavate 50 mm depth of surface material from existing pathway in locations determined by the Contract Administrator. Work includes the satisfactory disposal of excavated material.
- E8.3.2 Install 50 mm of surface material to surface of existing path in accordance with section 3.2 of CW 3150.

E8.4 Measurement and Payment

E8.4.1 Refurbishment of Existing Gravel Path

- (a) Removal of surface material from existing path shall be measured on an area basis and paid for at the Contract Unit Price per square metre for the "Remove 50mm depth of Gravel (Path to be Refurbished)", which price shall be payment in full for supplying all materials and performing all operations herein specified, and all other items included in the work of this specification
- (b) Supply and install surfacing material to existing path shall be measured on an area basis and paid for at the Contract Unit Price per square metre for the "Supply and Install 50mm Crushed Limestone (Path to be Refurbished)", which price shall be payment in full for supplying all materials and performing all operations herein specified, and all other items included in the work of this specification.

E9. SODDING

E9.1 Description

E9.1.1 General

- (a) This specification shall amend and supplement City of Winnipeg Standard Construction Specification CW 3510-R9 "Sodding", and shall cover all aspects of sod supply and installation, including preparation of finish grade, watering and rolling, and 30-day maintenance.
- (b) Referenced Standard Construction Specifications:
 - (i) CW 3510-R9 Sodding
 - (ii) CW 3540-R5 Topsoil and Finish Grading
- (c) Referenced Standard Details
 - (i) SD-243- Sodding Details

E9.2 Materials

- E9.2.1 Turf Grass Sod
- (a) Turf grass sod shall conform to CW 3510-R9.
 - (b) Sod shall be a mixture of 95% Kentucky bluegrass, using equal proportions of any three Class 2 cultivars, and 5% Creeping Red fescue.
 - (c) Topsoil and fine grading shall conform to CW 3540-R5.
- E9.3 Construction Methods
- E9.3.1 Installation of Topsoil and Finish Grading, Preparation of Finish Grade, Placement of Sod, Watering and Rolling and 30-Day Maintenance
- (a) Install 75 mm topsoil in accordance CW 3510-R9.
 - (b) Finish grading, sod placement, watering and rolling and 30-day maintenance shall conform to CW 3510-R9 and SD-243
- E9.4 Measurement and Payment
- E9.4.1 Measure sod (c/w 75 mm imported topsoil) in accordance with CW 3510-R9.
- E9.4.2 Payment for supply and installation of sod with topsoil and finish grading, including 30-day maintenance before acceptance will be in accordance with CW 3510-R9.
- E9.4.3 Payment shall be in accordance with the following:
- (a) 75% of quantity following supply and placement of sod including topsoil depth as specified in Form B, and
 - (b) 25% of quantity following termination of the 30 day maintenance period before acceptance.

E10. ESTABLISHMENT OF SEEDED AREAS

- E10.1 Description
- E10.1.1 This specification shall amend and supplement City of Winnipeg Standard Construction Specification CW 3520-R7 "Seeding", and shall cover all aspects of supply and installation of seed, including preparation of finish grade, hydro mulching, and maintenance.
- E10.1.2 Referenced Standard Construction Specifications
- (a) CW 3520-R7 – Seeding
 - (b) CW 3540-R5 – Topsoil and Finish Grading for Establishment of Turf Areas
- E10.2 Materials
- E10.2.1 All seed supplied by the Contractor shall be Canada Certified No. 1 or Canada Certified No. 2 and come complete with a Certificate of Analysis verifying that quality standards for Canada Certified No. 1 or Canada Certified No. 2 seed are met. The Contractor shall submit the Certificates of Analysis to the Contract Administrator.
- E10.2.2 Grass Seed
- (a) The Grass seed will be the mixture for general park areas, boulevards, medians and interchange areas as stated in CW 3520 Section 5.3.2
- E10.2.3 Any variations to the above referenced seed blends or mixtures shall be approved by the Contract Administrator prior to sowing.
- E10.2.4 Herbicides shall be standard commercial products registered for sale and use in Canada under the Pest Control Products Act.
- E10.2.5 Insecticides shall be standard commercial products registered for sale and use in Canada under the Pest Control Products Act.
- E10.2.6 Topsoil will be at 75mm depth as per CW3540 or as noted on the drawings.

E10.3 Construction Methods

E10.3.1 To prevent the formation of depressions or water pockets, the Contractor shall smooth out any undulations or irregularities in the topsoil surface resulting from fertilizing, seeding, rolling or other operations.

E10.3.2 Hydro-mulch

(a) All seeded areas are to be hydro-mulched as per CW 3520.

E10.3.3 Seeding

(a) Grass Seed Mix

(i) Seed at a rate of 1.0 kg/100 square metres.

(b) The contractor is to maintain the seeded area with all required watering, mowing, weed removal etc. to establish a healthy plant community for the duration of the growing season.

E10.3.4 Commencement of Maintenance Period

(a) Immediately after the completion of the final seeding operation, to the satisfaction of the Contract Administrator, the Contractor shall commence and pay for continuous maintenance of the seeded area until the criteria specified for Termination of the Maintenance Period has been met.

(b) Any deficient, damaged or vandalized areas shall be reseeded by the Contractor within three working days after receiving notification from the Contract Administrator and the area so reseeded, shall be further maintained until it meets the criteria specified in Maintenance of Seeded Area.

E10.3.5 Maintenance of Seeded Area

(a) The Contractor shall water all seeded areas in sufficient quantities and at frequency required to maintain soil under seeded area continuously moist to a minimum depth of 100 mm. Any damage, which may occur through washout of the soil during the maintenance period shall be repaired and maintained until it meets the criteria specified in Clause 9.10 of CW 3520. All costs to provide water for seeded areas shall be borne by the Contractor. These costs may include hydrant permit and meter rental fees.

E10.4 Measurement and Payment

E10.4.1 Seeded areas will be measured on an area basis. The area to be paid for shall be the total number of square metres installed in accordance with this Specification and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator.

E10.4.2 Supply, placement, hydro mulch and maintenance of seed mix with topsoil and finish grading, will be paid for at the Contract Unit Prices for the "Supply and Install 75mm Topsoil and Hydro-mulch". Prices shall be payment in full for supplying all materials and performing all operations herein specified, and all other items incidental to the work in accordance with this specification, CW3520-R7.

E10.4.3 Payment shall be in accordance with the following:

(a) 65% of quantity following supply and placement of seed including topsoil depth as specified in Form B, and

(b) 35% of quantity following termination of the 30 day maintenance period before acceptance.

E11. SITE FURNISHINGS

E11.1 DESCRIPTION

- E11.1.1 This Specification covers all operations relating to the supply and installation of benches and waste receptacles along the gravel pathway.
- E11.1.2 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 things necessary for and incidental to the satisfactory performance and completion of all Works as hereinafter specified.
- E11.2 MATERIALS
- E11.2.1 General
- (a) The Contractor shall be responsible for the supply, safe storage and handling of all materials set forth in this Specification. All materials supplied under this Specification shall be subject to inspection and acceptance by the Contract Administrator.
- E11.2.2 Gravel Pads
- (a) Gravel pads shall be constructed with geotextile liner, 20mm down, crushed limestone base, and capped with 6mm down, crushed limestone.
- E11.2.3 Site Furniture shall be:
- (a) Bench: Tache Style Composite Bench with Arm Rests, as per SCD-121A, Product #52501085, or substitute approved in accordance with Substitution procedures.
- (b) Waste Receptacle: Metal Slat Type, as per SCD-119, Product #52501063BLK with Wire Basket, Product #52501058, or substitute approved in accordance with B7.
- (i) Contact for Bench and Trash Receptacle:
Aaron Lennon, 204-986-5505
Supervisor of Central Repair/Manufacturing Facility
City of Winnipeg
Fleet Management Agency Division
Public Works Department
215 Tecumseh St.
Winnipeg, MB R3E 3S4
Email: ALennon@winnipeg.ca
- E11.3 CONSTRUCTION METHODS
- E11.3.1 Benches and Trash Receptacles
- (a) Install benches and slated trash receptacles with in-ground mountings as indicated on the Construction Drawings.
- (i) All Work is to be located and installed in accordance with the Drawings, SCD-121B, SCD-122A, and following manufacturer's instructions, using approved non-rusting, vandal resistant fasteners to ensure solid, durable, finished work suitable for the purpose intended. Fasteners and assembly hardware shall be incidental to the Work.
- (b) All furnishings and fixtures to be installed plumb and true to correct elevations and location, as directed by the Contract Administrator. The Contractor shall confirm proposed locations of all site furnishings with Contract Administrator prior to installation;
- (c) All furnishings and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering is prohibited;
- (d) Install as per manufacturer's instructions and the attached drawings.
- (e) The benches and waste receptacles shall be installed on top of gravel pads to the dimensions and shape shown and listed on drawings. The gravel base shall consist of a 150 mm depth of compacted 20mm down crushed limestone and be capped with a 25mm thickness of 6mm down crushed limestone. Limestone cap shall be raked smooth and compacted flat.

E11.4 MEASUREMENT AND PAYMENT

E11.4.1 Gravel Pads

(a) Gravel Pads for benches and waste receptacles will be measured on an area basis and paid for at the Contract Unit Prices per square metre for the following items:

- (i) "Supply and install Gravel Pads (Existing Site Furnishings)",
- (ii) "Supply and install Gravel Pads (New Site Furnishings)"

which prices shall be payment in full for supplying all materials and for completing all operations herein described and all other items incidental to the work included in this Specification, accepted and measured by the Contract Administrator.

E11.4.2 Benches and Waste Receptacles

(a) Benches and waste receptacles will be measured on a unit basis and paid for at the Contract Unit Prices per each for the following items:

- (i) "Supply and install Bench, in-ground mount",
- (ii) "Supply and install Slated Waste Receptacle, in-ground mount"

which prices shall be payment in full for supplying all materials and for completing all operations herein described and all other items incidental to the work included in this Specification, accepted and measured by the Contract Administrator.