



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 206-2017

ST GERMAIN TENNIS COURT RECONSTRUCTION

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 ST GERMAIN TENNIS COURT RECONSTRUCTION

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 28, 2017.

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 B16.
- 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.

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 B16.1(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. DISCLOSURE

- B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full

disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are:

- (a) N/A
- (b) N/A

B12. QUALIFICATION

B12.1 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.

B12.2 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>

B12.3 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);

B12.4 Further to B12.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractors has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a 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/>).

B12.5 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.

B12.6 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.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 Bids will not be opened publicly.

B13.2 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>

B13.3 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/>

B13.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B14. IRREVOCABLE BID

B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B14.2 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.

B15. WITHDRAWAL OF BIDS

B15.1 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.

B15.1.1 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.

B15.1.2 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.

B15.1.3 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 B15.1.3(b), declare the Bid withdrawn.

B15.2 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 B14.2 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.

B16. EVALUATION OF BIDS

- B16.1 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 B12 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B7.
- B16.2 Further to B16.1(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.
- B16.3 Further to B16.1(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.
- B16.4 Further to B16.1(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.
- B16.4.1 Further to B16.1(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.

B17. AWARD OF CONTRACT

- B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B17.2 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.
- B17.2.1 Without limiting the generality of B17.2, 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.
- B17.3 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 B16.
- B17.3.1 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.
- B17.4 Notwithstanding C4, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B17.5 The Contract, as defined in C1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the reconstruction of the St Germain Park tennis courts.

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

- (a) Asphalt pavement and structure
- (b) Application of Plexipave surfacing
- (c) Line painting of tennis courts
- (d) Poles, nets and piles for new courts
- (e) Fence installation
- (f) Asphalt pathway construction
- (g) Tree pruning and grading

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Philip d'Auteuil, C.E.T.
Technologist

Telephone No. 204 986 3781

Email Address pdauteuil@winnipeg.ca

D3.2 At the pre-construction meeting, the Contract Administrator 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.

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

D6.1 Bids Submissions must not be submitted to the above facsimile numbers. Bids must be submitted in accordance with B8.

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.

D12. DETAILED WORK SCHEDULE

- D12.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) 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.
- D12.2 The detailed work schedule shall consist of the following:
- (a) a Gantt chart for the Work based on the C.P.M. schedule;
- D12.3 Further to D12.2(a), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

SCHEDULE OF WORK

D13. COMMENCEMENT

- D13.1 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.
- D13.2 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;
 - (vi) the Subcontractor list specified in D11; and
 - (vii) the detailed work schedule specified in D12.
 - (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.
- D13.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

D14. SUBSTANTIAL PERFORMANCE

- D14.1 The Contractor shall achieve Substantial Performance within twenty (20) consecutive Working Days of the commencement of the Work as specified in D13.
- D14.2 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.
- D14.3 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.

D15. TOTAL PERFORMANCE

- D15.1 The Contractor shall achieve Total Performance within twenty-five (25) consecutive Working Days of the commencement of the Work as specified in D13.

D15.2 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.

D15.3 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.

D16. LIQUIDATED DAMAGES

D16.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City six hundred dollars (\$600.00) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.

D16.2 The amount specified for liquidated damages in D16.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.

D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D17. SCHEDULED MAINTENANCE

D17.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

(a) Sodding as specified in CW 3510 ;

D17.2 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

D18. JOB MEETINGS

D18.1 Regular bi-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.

D18.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

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

D19.1 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).

D20. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D20.1 Further to B12.4, 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 B12.4.

MEASUREMENT AND PAYMENT

D21. PAYMENT

D21.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

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. 206-2017

ST GERMAIN TENNIS COURT RECONSTRUCTION

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. 206-2017
ST GERMAIN TENNIS COURT RECONSTRUCTION

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 City of Winnipeg Parks Planning Standard Construction Details* are available on the The City of Winnipeg website at http://winnipeg.ca/ppd/planning_parks_scd_drawings.stm
- E1.2.3 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.4 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>
S.80C	Cover Sheet & Location Plan
S.80D	St. Germain Park – 125 Winslow Dr – Removals Plan – Backlane from Winslow Dr.
S.80E	St. Germain Park – 125 Winslow Dr – Horizontal Geometry & Grading Plan – Backlane from Winslow Dr.
S.80.F	St. Germain Park – 125 Winslow Dr – Detail Plan – Backlane from Winslow Dr.
SCD-121A	Tache Bench with Composite Arms
SCD-648	Parkway Path Asphalt

E2. SOILS INVESTIGATION REPORT

- E2.1 Further to C3.1, the Test Hole report is provided to aid the contractor's evaluation of the pavement structure and/or existing soil conditions. The Test Hole report is attached.

E3. HAZARDOUS MATERIALS

- E3.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.

E4. PROTECTION OF EXISTING TREES

- E4.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the limits of the construction area:
- The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of trees.
 - Trees identified to be at risk by the Contract Administrator are to be strapped with 25 x 100 x 2400mm wood planks, or suitably protected as approved by the Contract Administrator.
 - 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 closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.

- (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.

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.

E4.4 Except as required in clause E4.1(c) and E4.1(e), Elm trees shall not be pruned at any time between April 1 and July 31.

E5. REFUSE AND RECYCLING COLLECTION

E5.1 While access to refuse and/or recycling collection vehicles is restricted, on collection day(s) the Contractor shall move all of the affected property owners refuse and/or recycling materials to a nearby common area, prior to an established time to permit the normal collection vehicles to collect the materials. Immediately following recycling collection the Contractor shall return recycling receptacles to the addresses marked on the receptacles.

E5.2 No measurement or payment will be made for the work associated with this specification.

E6. PEDESTRIAN SAFETY

E6.1 During the project, a temporary snow fence shall be installed to safe guard the public around the construction site, to the satisfaction of the Contract Administrator. The Contractor shall be responsible for maintaining the snow fence in a proper working condition. No measurement for payment shall be made for this work.

E7. TRAFFIC MANAGEMENT

E7.1 Further to CW 1130, the Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress is maintained to private properties while working near them. Any damage caused by the negligence of the Contractor or his Sub-Contractors to the adjacent Works or properties shall be promptly repaired by the Contractor at their expense, to the satisfaction of the Contract Administrator.

E7.2 Site access to St Germain Tennis Courts is through the back lane of Harry Collins Ave. The backlane is to remain accessible at all times. No construction vehicles are allowed to stage, park or utilize the back lane except to access the construction site.

E7.3 Signage, fencing and barricades are to be placed at South entrance and West limit of path reconstruction of park indicating pathway is closed to the satisfaction of the contract administrator.

E7.4 The contractor is to do their best to minimize damage to the grass and sod adjacent to the courts within the park.

E7.5 Temporary fencing shall be installed where necessary throughout the length of the project. The contractor shall be responsible for maintaining a snow fence or equivalent to the satisfaction of

the contract administrator, in proper working condition. No measurement for payment shall be made for this work.

E7.6 Access to intersecting local streets and private approaches shall be maintained at all times.

E7.6.1 Should the Contractor be unable to maintain an existing access to a residence or business, he/she shall review the planned disruption with the business or residence and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 24 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.

E7.6.2 Pedestrian and ambulance/emergency vehicle access must be maintained at all times.

E8. WATER OBTAINED FROM THE CITY

E8.1 Further to clause 3.7 of CW 1120, the Contractor shall pay for all costs, including sewer charges, associated with obtaining water from the City in accordance with the Waterworks and Sewer By-laws.

E9. SURFACE RESTORATIONS

E9.1 Further to clause 3.3 of CW 1130, when Total Performance is not achieved in the year the Contract is commenced, the Contractor shall temporarily repair any Work commenced and not completed to the satisfaction of the Contract Administrator. The Contractor shall maintain the temporary repairs in a safe condition as determined by the Contract Administrator until permanent repairs are completed. The Contractor shall bear all costs associated with temporary repairs and their maintenance.

E10. INFRASTRUCTURE/CONSTRUCTION ACTIVITY SIGNAGE

E10.1 The Contractor shall utilize construction activity signage at the back lane access on Harry Collins Ave and Winslow St. to indicate construction access and activity. The Contractor shall mount each sign securely to a rigid backing material approved by the Contract Administrator. The Contractor shall fasten each sign to a suitable support and erect and maintain one sign at each street side as directed by the Contract Administrator. When the Contract Administrator considers the Work on the street complete, the Contractor shall remove the signs and supports. No measurement for payment will be made for performing all operations herein described and all other items incidental to the work described

E11. PROTECTION OF SURVEY INFRASTRUCTURE

E11.1 Notwithstanding clause 4 "Protection of Survey Bars" of the Standard Provisions; Current legislation, The Surveys Act, places the onus on those undertaking construction to protect the Survey Infrastructure from damage as a result of their activity.

E11.2 Further to C:6.26 (g), at least 72 hours prior to the commencement of the On-Site Work the Contractor shall contact the City of Winnipeg, Geomatics Services Branch at 918-1360 (8:00 am To 4:00 pm Monday to Friday excluding holidays) to obtain underground clearance. Geomatics Services will locate and mark all known outline survey monuments and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.

E11.3 Where a survey post, bar or control monument lies in the line of the proposed Work and must be disturbed, the Contractor shall provide the Contract Administrator with 48 hour's notice to permit referencing for future replacement, at no cost to the Contractor. Failure to provide the specified notice shall result in the Contractor paying for all costs associated with replacing or relocating the disturbed outline survey monuments and geodetic control monuments.

E11.4 Survey monuments and geodetic control monuments at or adjacent to the Site, not in the line of the proposed construction that are damaged or disturbed by the Contractor shall be replaced or

relocated by the City or its agent and all associated costs shall be paid for by the Contractor. An approximate estimate of the costs involved to restore a legal survey monument is \$1,000 per bar and \$3,000 per control monument. Contractors must ensure their landscaping and other subcontractors are aware of this clearance procedure and the potential restoration costs.

E11.5 Where possible, amounts owed to the City in accordance with the above will be deducted from any payments to be made by the City to the Contractor.

E12. SITE ENCLOSURE

E12.1 Temporary Site enclosures, as determined necessary at the pre-construction meeting, shall be erected and maintained as required for the duration of the construction period.

E12.2 Site enclosures shall be considered incidental to the Contract Work.

E13. SITE FURNITURE

E13.1 DESCRIPTION

E13.1.1 This specification shall cover the pick-up and installation of two (2) Tache composite benches.

E13.1.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work as shown on Drawings and specified herein.

E13.2 MATERIALS

E13.2.1 All materials supplied under this specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.

E13.2.2 Site Furniture shall be:

(a) Tache Composite Benches – Tache Style Composite Bench, **galvanized frame** as per SCD-121A, with composite slats in cedar-tone colour.

(i) Contact for Bench & Picnic Tables at PWD-CPS-OrderDesk@winnipeg.ca

E13.3 Construction Methods

(a) All Work is to be located and installed in accordance with the Drawings, SCDs, 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.

E13.4 Method of Measurement and Basis of Payment

E13.4.1 Method of Measurement shall be as follows:

(a) Site Furniture will be measured on a per unit basis for the following items:

(i) "Pick Up and Install Tache composite bench"; on Form B: Prices.

E13.4.2 Basis of Payment shall be as follows:

(a) Site Furniture will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated in Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all

operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E14. CLEARING & GRUBBING

E14.1 DESCRIPTION

- (a) Clearing & Grubbing shall be completed in accordance with specification CW 3010 and as indicated in the drawings.
- (b) If tree branches require further pruning outside of the clearing limits, as determined by the Contract Administrator, the work shall be undertaken by a licensed arborist.

E14.2 MEASUREMENT & PAYMENT

- (a) Further to specification CW 3010, Clearing & Grubbing will be measured on an area basis and paid for at the Contract Unit Price per square meter for "Clearing & Grubbing." The area to be paid for will be the total number of square meters of Clearing & Grubbing in accordance with specification CW 3010, accepted and measured by the Contract Administrator.
- (b) No separate measurement or payment will be made for the pruning of trees and shall be deemed incidental to Clearing & Grubbing.

E15. DITCH GRADING

E15.1 DESCRIPTION

- (a) Grading of Ditches shall be done in accordance with specification CW 3110.
- (b) Further to specification CW 3110, excavate to a depth up to 300 mm to meet the final ditch grade requirements. If sodding is required, excavate and/or place and compact fill to a depth up to 300 mm to meet the final grade 100 mm below finished ditch grade to allow placement of topsoil and sod to meet finished grade.
- (c) Excavation in excess of 300 mm shall be treated as Excavation.
- (d) Placement of backfill material over 300 mm in depth required to complete ditch grading will be treated as Fill Material – Placing of Suitable site Material CW 3170.

E15.2 MEASUREMENT & PAYMENT

E15.2.1 Ditch Grading

- (a) As per specification CW 3110, ditch grading will be measured on an area basis and paid for at the Contract Unit Price per square meter for "Ditch Grading." The area to be paid for will be the total number of square meters of ditch graded in accordance with specification CW 3110, accepted and measured by the Contract Administrator.

E16. PLEXIPAVE SURFACING & PLEXICOLOR LINE PAINTING

E16.1 This specification shall cover the supply and installation of the coating on the asphalt surface and the line painting of the court markers.

E16.2 Materials:

- (a) Patching Mix (Court Patch Binder): for use in cracks, holes, depressions and other imperfections in the asphalt surface. This material will be used in accordance with the manufacturer's specifications with regard to sand sizes, prime coats, and depth of depression, hole or crack.
- (b) Crack filler: for use in fine cracks and for minor cosmetic thin repairs and fills prior to filler course.
- (c) 100% Acrylic Filler Course (Acrylic Resurfacer): The filler course shall be California Acrylic Resurfacer, or an approved equal, and consist of a 100% acrylic emulsion binder containing no vinyl constituent and no asbestos fillers. The product shall

contain no less than 4% attapalgit and have a pigment volume concentration not to exceed 9.5%.

(d) Acrylic Color Playing Surface:

- (i) Job Mixed Fortified Plexipave, a field-mixed combination of California Products Corporation's Plexichrome and Plexipave Color Base, or approved equal, blended in accordance with the manufacturer's specifications, consisting of lightfast mineral oxide pigments and fillers uniformly dispersed in a non-oxidizing 100% acrylic base.
- (ii) Tennis court inside surfacing to be "Blue" colour.
- (iii) Areas outside of playing court to be "Cape Gray" colour.
- (iv) Court line markings to be "White"

E16.3 Construction Method:

- (a) Clean all asphalt surfaces of loose dirt, oil, grease, leaves and other debris in strict accordance with manufacturer's directions.
- (b) Clean all holes and cracks.
- (c) Depressions holding enough water to cover a five cent piece shall be filled with Court Patch binder mix. This step shall be accomplished prior to the squeegee draining. Define and mark all areas holding enough water to cover a nickel. Spread court patch binder mix true to grade using a straight edge for strike off. Steel trowel or wood float patch so that the texture matches the surrounding area. Never add water to the mix. Light misting on surfaces and edges to feather in allowed as needed to maintain workability. All areas should be allowed to dry thoroughly and cure.
- (d) Filler course shall be applied to the clean underlying surface in one application to obtain a total quantity of not less than 47.3 to 63.2 square metres per litre 915 to 20 square yards per gallon) based on the material prior to dilution. Acrylic Resurfacer may be used to pre-coat depressions and crack/hole repairs to achieve better planarity prior to filler course application.
- (e) Over a properly prepared surface of asphalt apply one coat of acrylic resurfacer according to the following mix:

Acrylic Resurfacer	208.2 litres (55 gallons)
Water	75.7 litres to 151.4 litres (20 to 40 gallons)
Sand	272.2 Kg. to 408.2 Kg (600 to 900 pounds)
Liquid Yield	424 litres to 522.4 litres (112 to 138 gallons)

- (i) Mix the ingredients thoroughly using accepted mixing devices and use a 70 Durometer rubber blade squeegee to apply each coat of acrylic resurfacer as required.
- (ii) Allow the application of acrylic resurfacer to dry thoroughly. Scrape off all edges and rough spots prior to the subsequent application of acrylic resurfacer or subsequent cushion or color surface system.

E16.4 Basis of Payment:

- (i) Plexipave surfacing and court line markings will be paid on a lump sum basis for the entire new asphalt pavement area within the courts, and to the asphalt limit or as indicated on the plans, and is to be included in Unit Cost Item "Plexipave". The price shall include all costs associated with the preparation of the new asphalt surface, Plexipave and Court markings.

E17. SUPPLY & PLACE WOOD MULCH

E17.1 Description

- (a) This specification shall cover supply and placement of Woodchip Mulch. The Work to be done by the Contractor 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 shown on the Drawings and as hereinafter specified.

E17.2 Materials

- (a) Woodchip Mulch
 - (i) Woodchip Mulch to be placed within all proposed areas unless otherwise indicated.
 - (ii) Mulch is to be clean bark or wood chip mulch with chips not less than 15mm not larger than 75mm in size and not more than 20mm thick. Mulch is to be free of leaves, branches and other extraneous matter.

E17.3 Construction Methods

- (a) Level area around excavation and clearing with surrounding grade. Soil should be firmly compacted.
- (b) Woodchip Mulch to be carefully spread to a consistent depth of 150 mm minimum over the entire area.

E17.4 Method of Measurement shall be as follows:

- (a) Woodchip Mulch will be measured on a per square metre basis for:
 - (i) "Supply and Place Wood Mulch" on Form B: Prices.

E17.5 Basis Of Payment

- (a) Supply and Place Wood Mulch will be paid for at the Contract Unit Prices. This price shall be payment in full including all costs for the levelling of the surrounding area and supply and installation of the woodchips.

E17.6 This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E18. REMOVAL OF TENNIS POSTS & NETS

E18.1 DESCRIPTION

E18.2 This Specification shall cover the removal of tennis posts & nets designated for removal by the Contract Administrator.

E18.3 CONSTRUCTION METHODS

E18.3.1 Removal of Tennis Posts & Nets

- (a) Before commencement of any work, the Contractor shall consult with the Contract Administrator as to which tennis posts shall be removed.
- (b) The Contractor shall remove all tennis posts and nets designated for removal including any concrete bases and hardware.
- (c) Backfill holes with class 2 or class 3 backfill.
- (d) The Contractor shall load and haul all materials from the site and dispose of these materials at dumps located by the Contractor and approved by the Contract Administrator.

E18.4 MEASUREMENT AND PAYMENT

E18.4.1 Removal of Tennis Posts & Nets

- (a) Removal of Tennis Posts & Nets will be measured on a unit basis and paid for at the Contract Unit Price for "Tennis Post Removal" The number to be paid for will be the

total number of Tennis Posts removed, backfilled and disposed of in accordance with this Specification, accepted and measured by the Contract Administrator. Disassembly and disposal of the existing tennis nets shall be considered incidental to this operation.

- (b) No separate measurement or payment shall be made for the removal and disposal of any concrete bases or hardware.

E19. TENNIS POSTS & NETS

E19.1 DESCRIPTION

E19.2 This Specification shall cover the supply and installation of Tennis Posts & Nets designated for installation by the Contract Administrator. The Work to be done by the Contractor 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 shown on the Drawings and as hereinafter specified.

E19.3 MATERIALS

- E19.3.1 Tennis Posts as manufactured by Douglas Tennis Systems, or approved equal. Post model: DTP 37, green colour.
- E19.3.2 Tennis nets as manufactured by Douglas Tennis Systems to be #30030 model TN-30DM nets or approved equal. Nets may require modification by the manufacturer or Contractor to fit custom spacing between posts.
- E19.3.3 Tennis center pipe net anchors as manufactured by Douglas Tennis Systems to be #63428 or approved equal

E19.4 CONSTRUCTION METHODS

- E19.4.1 Tennis posts and anchors to be installed into concrete pile minimum 450mm diameter, 3.00m deep belled to 900 mm and reinforced with metal cage or as per manufacturers requirements, or engineers requirements whichever is more stringent.
 - (a) Contractor to submit shop drawings and instructions from manufacturer for approval to Contract Administrator.
 - (b) Alternatively, the Contractor can submit a shop drawing of the tennis post sealed by a Professional Engineer registered to practice in the Province of Manitoba for approval to Contract Administrator.
- E19.4.2 The tennis posts shall be adjusted to 1070 mm above the playing surface.
- E19.4.3 Anchors are to installed flush with the proposed finished surface.
- E19.4.4 All concrete used in installation is to meet CW 2160.
- E19.4.5 All furnishings and fixtures to be installed plumb and true to correct elevations and location, as directed the Contract Administrator. The Contractor shall confirm proposed locations of all site furnishings with Contract Administrator prior to installation.
- E19.4.6 All furnishings and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering, which will injure or distort fixture, is prohibited.

E19.5 MEASUREMENT AND PAYMENT

- E19.5.1 Payment for Work specified under this section shall be paid for at the Unit price for the Items of Work listed below, which price shall include all costs of material, supply, proper material installation, removal, disposal, haul away and all other items incidental to the Work.
- E19.5.2 Tennis Posts & Nets will be measured on an unit basis and paid for at the Contract Unit Price for "Tennis Posts & Nets." The item to be paid for will be the total number of

completed installations. Each installation shall include excavation, concrete piles, reinforcing steel, two (2) posts, one (1) net anchor and one (1) net satisfactorily installed in accordance with this Specification, accepted and measured by the Contract Administrator.

E19.5.3 No separate measurement or payment shall be made for the removal and disposal of any concrete base.

E20. REMOVAL OF BOLLARDS

E20.1 DESCRIPTION

E20.2 This Specification shall cover the removal of bollards designated for removal by the Contract Administrator.

E20.3 CONSTRUCTION METHODS

E20.3.1 Removal of Bollards

- (a) Before commencement of any work, the Contractor shall consult with the Contract Administrator as to which bollards shall be removed.
- (b) The Contractor shall remove all bollards designated for removal including any concrete bases to one metre below proposed grade. The Contractor shall load and haul all materials from the site and dispose of these materials at dumps located by the Contractor and approved by the Contract Administrator.

E20.4 MEASUREMENT AND PAYMENT

E20.4.1 Removal of Bollards

- (a) Removal of bollards will be measured on a unit basis and paid for at the Contract Unit Price for "Removal of Bollards." The number to be paid for will be the total number of bollards removed and disposed of in accordance with this Specification, accepted and measured by the Contract Administrator.
- (b) No separate measurement or payment shall be made for the removal and disposal of any concrete bases.

E21. WOOD BOLLARDS

E21.1 Description

E21.1.1 This Specification will cover the supply and installation of bollards as per SCD-105B and as shown on the drawings. This specification will cover supply and installation of all labour, materials, equipment and services necessary for the supply and installation of a bollard fence as shown on the drawings.

E21.2 Materials

- (a) Wood bollard posts shall be Western Red Cedar, free of bark, solid core, air dried, pentachlophenol dipped after shaping and drilling- or Manitoba Pine, free of bark, solid core, rough not turned and boliden treated under pressure.
- (b) 6mm down limestone.
- (c) Bollard posts shall be to the size and dimensions as indicated on the construction drawings.

E21.3 Construction Methods

E21.3.1 Installation of wood bollards be as per SCD-105B.

- (a) Bollards shall be installed true and plumb.
- (b) Tops of bollards shall follow final site grades.
- (c) Backfill bollard excavations with 6mm down limestone. Tamp material thoroughly.

E21.4 Method of Measurement and Basis of Payment

E21.4.1 Method of Measurement shall be as follows:

- (a) The supply and installation of Bollard Fencing shall be measured on a per item basis for:
 - (i) "Supply and Install Wood Bollards" on Form B: Prices.

E21.4.2 Basis of Payment shall be as follows:

- (a) Bollard Fencing will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E22. REMOVAL OF CHAIN LINK FENCE AND POSTS

E22.1 DESCRIPTION

E22.2 In addition to CW 3550, this Specification shall cover the removal of existing chain link fence mesh and of existing posts designated for removal identified by the Contract Administrator.

E22.3 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 satisfactory performance and completion of all Work as shown on the drawings as herein specified.

E22.4 CONSTRUCTION METHODS

E22.5 Removal Chain Link Fence

E22.6 Before commencement of any work, the Contractor shall consult with the Contract Administrator as to which sections of chain link fence shall be removed.

E22.7 The Contractor shall carefully remove chain link fence and posts designated for removal including any hardware, fasteners and concrete holding chain link fence and posts. The Contractor shall dispose of all material.

E22.8 MEASUREMENT AND PAYMENT

E22.9 Removal Chain Link Fence

E22.10 Removal of Chain Link Fence and Posts will be measured on a lineal basis and paid for at the Contract Unit Price for "Removal of Chain Link Fence and Posts." The number to be paid for will be the total lineal metres of chain link fence removed in accordance with this Specification, accepted and measured by the Contract Administrator.

E22.11 No separate measurement or payment shall be made for the removal and disposal of any hardware or concrete bases.

E23. INSTALLATION OF STRAW WATTLES

E23.1 DESCRIPTION

E23.2 Straw wattles are required to be installed as erosion control measures to mitigate any deleterious materials from entering the Land Drainage System. At a minimum these locations will include the perimeter of all riprap located at: ditch catch basins, subdrain outfalls, and ditch bottom pads.

E23.3 MATERIALS

E23.4 The straw wattles shall be Stenlog or other biodegradable straw wattles.

E23.5 CONSTRUCTION METHODS

E23.6 Install 300mm Stenlog or other straw wattle sediment control material in accordance with the manufacturer's specifications around all riprap areas related to drainage inlets and outlets, and catch basins within seeded areas.

E23.7 Install straw wattles so that no gaps exist between the soil and the bottom of the wattle, and the ends of adjacent wattles are overlapped 150mm minimum to prevent water and sediment passing. Achieve a tight seal between the wattle segments.

E23.8 Dogleg terminal ends of straw wattle up the slope to prevent channelling of sedimentation.

E23.9 Use 300mm wooden stakes to fasten straw wattle to the soil. Place stakes on each side of the straw wattle, lying across the natural fibre twine, spaced 1200mm on centre. Leave 30 to 50mm of wood stake exposed above the wattle.

E23.10 Avoid damage to wattles. Damaged areas of wattles should be cut and tied off, then treated as terminal ends.

E23.11 At the direction of the Contract Administrator, the Straw Wattle shall be removed after seeding has established and before the end of the Warranty Period.

E23.12 MEASUREMENT AND PAYMENT

E23.13 Installation of straw wattles will be measured on an individual basis and paid for at the Contract Unit Price for "Installation of Straw Wattle." The number to be paid for will be the total number of straw wattles installed in accordance with this Specification, accepted and measured by the Contract Administrator.

E24. MATERIAL TESTING

E24.1 DESCRIPTION

E24.2 This specification shall cover material testing including proctor, density and marshal testing of the sub-grade, sub-base, base course and asphalts for the tennis court and pathway.

E24.3 CONSTRUCTION METHODS

E24.4 The Contractor shall arrange for all material testing and provide results to the Contract Administrator for approvals.

E24.5 The Contractor is responsible to submit a sample of their construction material to be used in the pavement structure for proctor analysis prior to beginning the project. Material testing shall be performed by an accredited independent laboratory with the experience and knowledge to perform the tasks as approved by the Contract Administrator.

E24.6 Material testing is required on each lift of the pavement structure including sub-grade, sub-base, base-course and asphalt pavements. At a minimum, these shall include three field density tests by nuclear gauge, performed on each lift as defined in the Winnipeg Construction Specifications CW 3110 and CW 3410 for each material type and to the satisfaction of the Contract Administrator.

E24.7 Field test results must meet specifications set out in CW 3110 and CW 3410 for acceptance by the Contract Administrator, Additional field tests shall be performed until each lift of the pavement structure has uniformly met City of Winnipeg proctor minimums as defined in the City of Winnipeg's Construction Specifications and to the satisfaction of the Contract Administrator.

E24.8 A copy of each test result and location of the tests shall be submitted to the Contract Administrator for approval. The Contract Administrator may direct as required, the Contractors

testing authority to provide additional tests at no additional cost to the City of Winnipeg until satisfied.

E24.9 A minimum of one complete Marshal analysis of Type 1A asphaltic concrete paving mix, includes asphalt content, stability, flow, density, air voids, VMA, gradation and crushed content of extracted aggregates is to be completed for the project. The Contractor shall submit the results to the Contract Administrator for approval.

E24.10 MEASUREMENT AND PAYMENT

E24.11 Material Testing will be measured on a lump sum basis and paid for at the Contract Unit Price for "Material Testing." The number to be paid for will be the lump sum for material testing in accordance with this Specification, accepted and measured by the Contract Administrator.

E25. SODDING AMENDMENT

E25.1 DESCRIPTION

E25.2 This Specification shall cover the supply and placing of cultivated turfgrass sod in park areas and in boulevard and median areas adjacent to the pavement. The Contractor shall adhere to CW-3510 except as amended in this specification

E25.3 BASIS OF PAYMENT

E25.4 Sodding

E25.5 Supply, placement and maintenance of sod will be paid for at the Contract Unit Price per square metre for the "Items of Work" listed here below, measured as specified herein, which price 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. Payment for sodding shall be in accordance with the following:

- (a) - Seventy-five (75%) of quantity following supply and placement
- (b) - Remaining twenty-five (25%) of quantity following termination of the maintenance period.

E25.6 Items of Work:

E25.7 Sodding

E26. PROVISIONAL ITEMS

E26.1 The Provisional Items listed in the Form B: Prices are part of the Contract.

E26.2 The Contractor shall not perform Work included in the Provisional Items without prior authorization from the Contract Administrator. All work included in the Provisional Items will be carried out within the construction areas shown on the Drawings.

E26.3 Notwithstanding C7, the City reserves the right to diminish all or any portion of the items of Work listed in the Provisional Items and no claim shall be made for damages on grounds of loss of anticipated profit or for any other reason.