



THE CITY OF WINNIPEG

TENDER

TENDER NO. 374-2024

**CONFUSION CORNER STREETSCAPING AND MISCELLANEOUS TRANSIT STOP
IMPROVEMENTS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 Confusion Corner Streetscaping and Miscellaneous Transit Stop Improvements

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, June 12, 2024.

B2.2 The Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

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

B3.2 The Bidder is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Bid or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender, 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 Tender 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 Tender 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.

B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

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 Tender 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 Tender, 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.

B6.3 Addenda will be available on the MERX website at www.merx.com.

B6.4 The Bidder is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D6.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.

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 their 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 they wish 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 their 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 B18.
- 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;
 - (c) Form G1: Bid Bond and Agreement to Bond.
- B8.2 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.
- B8.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B8.3.1 Bids will **only** be accepted electronically through MERX.
- B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B18.1(a).

B9. BID

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, their 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 their 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/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their 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 their duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than their 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/Proposal should be entered below such signatures.
- 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.
- B10.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D38. Any such costs shall be determined in accordance with D38.
- 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).
- B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B10.5.1 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

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

B12. CONFLICT OF INTEREST AND GOOD FAITH

- B12.1** Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B12.2** Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the Tender process or the Work; or
 - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.
- B12.3** In connection with their Bid, each entity identified in B12.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B12.4** Without limiting B12.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B12.5** Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and

- (d) disqualify a Bidder if the Bidder, or one of their employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B13. QUALIFICATION

B13.1 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.

B13.2 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, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B13.3 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);
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.5 and D8)

B13.4 Further to B13.3(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/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) 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
 - (ii) 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
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/>.)

- B13.5 Further to B13.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B13.6 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.
- B13.7 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.

B14. BID SECURITY

- B14.1 The Bidder shall include in their Bid Submission bid security in the form of a digital bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in Form G1: Bid Bond and Agreement to Bond, available on The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/MatMgt/templates/files/Bidsecurity.pdf>.
- B14.2 Bid security shall be submitted in a digital format meeting the following criteria:
- (a) The version submitted by the Bidder must have valid digital signatures and seals;
 - (b) The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
 - (c) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
 - (d) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
 - (e) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B14.2(a).
- B14.3 Bonds failing the verification process will not be considered to be valid and the bid shall be determined to be non-responsive in accordance with B18.1(a).
- B14.4 Bonds passing the verification process will be treated as original and authentic.
- B14.4.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B14.5 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly formed with the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B14.6 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Tender.

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

- B15.1 Bids will not be opened publicly.
- B15.2 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 MERX website at www.merx.com.

- B15.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.
- B15.4 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).
- B15.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16. IRREVOCABLE BID

- B16.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B16.2 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 until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B17. WITHDRAWAL OF BIDS

- B17.1 A Bidder may withdraw their Bid without penalty prior to the Submission Deadline.

B18. EVALUATION OF BIDS

- B18.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B7.
- B18.2 Further to B18.1(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.
- B18.3 Further to B18.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.
- B18.4 Further to B18.1(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.
- B18.4.1 Further to B18.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B18.4.2 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

B19. AWARD OF CONTRACT

- B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B19.2 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 qualified, and the Bids are determined to be responsive.
- B19.2.1 Without limiting the generality of B19.2, 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 their 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.
- B19.3 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of D38 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B19.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.
- B19.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2020-01-31) 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, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender 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. FORM OF CONTRACT DOCUMENTS

D2.1 Notwithstanding C4.1(c) and C4.4, the Contract Documents will be provided to the Contractor electronically and there will be no requirement for execution and return to the City by the Contractor. Accordingly, the provisions under C4.4(a) and C4.4(b) are no longer applicable.

D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of:

- (a) Confusion Corner Streetscaping
 - (i) Southwest Corner of Pembina Hwy and Osborne St Intersection.
- (b) Miscellaneous Transit Stop Improvements
 - (i) Abinojii Mikanah (Westbound) – Abinojii Mikanah / De La Seigneurie Blvd Intersection and Abinojii Mikanah / Island Shore Blvd Intersection
 - (ii) Kenaston Boulevard – Kenaston Blvd and Commerce Dr / Rothwell Rd Intersection
 - (iii) Pembina Highway – Pembina Hwy and Bison Dr / Chancellor Matheson Rd Intersection

D3.2 The major components of the Work are as follows:

- (a) Confusion Corner Streetscaping
 - (i) Installation of structural soil cell system;
 - (ii) Installation and maintenance of trees;
 - (iii) Installation of benches;
 - (iv) Installation of low gabion basket wall;
 - (v) Minor asphalt renewal;
- (b) Miscellaneous Transit Stop Improvements
 - (i) Pavement removal;
 - (ii) Excavation;
 - (iii) Subgrade compaction;
 - (iv) Installation of catch basin and connecting sewer pipes
 - (v) Placement of geotextile fabric;
 - (vi) Placement of geogrid;
 - (vii) Placement of sub-base;
 - (viii) Construction of 250 mm Concrete Pavement (plain-dowelled);
 - (ix) Construct concrete transit platform;
 - (x) Construct concrete sidewalk;
 - (xi) Renewal/Installation of barrier curb;
 - (xii) Construction of asphalt patches;
 - (xiii) Adjustment of existing catch basins, manholes and appurtenances;
 - (xiv) Supply and installation of culverts;
 - (xv) Restoration of boulevards and ditches

D4. SITE INVESTIGATION DUE DILIGENCE AND RISK

D4.1 Notwithstanding C3.1, the Contractor acknowledges that the site investigation reports and other site information included in this Tender have been provided to it and may be relied upon by the Contractor to the extent that the Contractor uses Good Industry Practice in interpreting such report(s) and site information and carries out the Work in accordance with Good Industry Practice based upon such report(s) and the information contained in them and such other site information. In the event that a site condition related to:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the Site conditions, including but not limited to subsurface hazardous materials or other concealed physical conditions;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect the performance of the Work;

that could not have been “properly inferable”, “readily apparent” and readily discoverable” using Good Industry Practice by the Contractor, results in additional Work which is a direct result of this newly discovered site condition, such additional Work will be considered by the City under Changes in Work.

D5. DEFINITIONS

D5.1 When used in this Tender:

- (a) “**Supply Chain Disruption**” means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is WSP Canada Inc., represented by:

Richard Hawkins, C.E.T.
Senior Engineering Technologist

Telephone No. 204-259-1566 Email Address richard.hawkins@wsp.com

D6.2 At the pre-construction meeting, Richard Hawkins, C.E.T. will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D7. CONTRACTOR'S SUPERVISOR

D7.1 At the pre-construction meeting, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D7.2 At least two (2) Business Days prior to the commencement of any Work on the site, the Contractor shall provide the Contract Administrator with a phone number where the supervisor

identified in D7.1 or an alternate can be contacted twenty-four (24) hours a day to respond to an emergency.

D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D8.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation (“CSSR”) to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D8.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg’s behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D8.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

D9. UNFAIR LABOUR PRACTICES

D9.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.

D9.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.

D9.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).

D9.4 Failure to provide the evidence required under D9.3, may be determined to be an event of default in accordance with C18.

D9.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.

D9.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the

breach, and the impact upon the City's reputation in the eyes of the public as a result of same.

D9.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D9.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.

D9.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

D10. FURNISHING OF DOCUMENTS

D10.1 Upon award of the Contract, the Contractor will be provided with 'issued for construction' Contract Documents electronically, including Drawings in PDF format only.

SUBMISSIONS

D11. AUTHORITY TO CARRY ON BUSINESS

D11.1 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.

D12. SAFE WORK PLAN

D12.1 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 Documents, if applicable.

D12.2 The Safe Work Plan shall 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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D12.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D13. INSURANCE

D13.1 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, broad form property damage cover 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) an 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.

D13.2 Deductibles shall be borne by the Contractor.

D13.3 All subcontractors performing Work on the Project shall provide the Contractor with evidence of insurance as outlined in D13.1 (a) and D13.1 (b) and be registered with Workers Compensation Board of Manitoba and maintain insurance and workers compensation coverage throughout the performance of the Work. The Contractor shall provide the Contract Administrator with evidence of the same prior to the commencement of any Work by the Subcontractor

D13.4 D13.4 All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba.

D13.5 The Contractor shall provide the City Solicitor 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 the date specified in the C4.1 for the return of the executed Contract Documents, as applicable.

D13.6 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.

D14. CONTRACT SECURITY

D14.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond 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; and
- (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price.

D14.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:

- (a) the version submitted by the Contractor must have valid digital signatures and seals;
- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D14.1(b).

D14.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or

digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in their discretion, exercised reasonably, allows.

D14.1.3 Digital bonds passing the verification process will be treated as original and authentic.

D14.2 The Contractor shall provide the Contract Administrator identified in D6 with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of an award letter and 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 Documents, if applicable.

D14.3 The Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:

- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D14.1(b); and
- (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

D15. SUBCONTRACTOR LIST

D15.1 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 or prior to a pre-construction meeting, or at least ten (10) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the C4.1 for the return of the executed Contract Documents, if applicable.

D16. DETAILED WORK SCHEDULE

D16.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least ten (10) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract Documents, as applicable.

D16.2 The detailed work schedule shall consist of the following:

- (a) a Gantt chart for the Work based on the C.P.M. schedule; and

all acceptable to the Contract Administrator.

D16.3 Further to D16.2(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.

D17. REQUIREMENTS FOR SITE ACCESSIBILITY PLAN

D17.1 The Contractor shall provide the Contract Administrator with an Accessibility 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 Documents, if applicable.

D17.2 The Accessibility Plan shall demonstrate how the Contractor will accommodate the safe passage of pedestrians and cyclists in accordance with the Manual of Temporary Traffic Control, the Contract Drawings, Staging Plans, and Streets By-Law No. 1481/77 at all times for the duration of the Construction. Unless noted in the Contract, the Accessibility Plan must include a written plan for the following:

- (a) How the Contractor will maintain at least one crossing in each direction for each intersection (one north/south crosswalk and one east/west crosswalk).
- (b) How the Contractor will maintain access to bus stops within the site.
- (c) How the Contractor will maintain access to pedestrian corridors and half signals.
- (d) How the Contractor will maintain cycling facilities.

- (e) How the Contractor will maintain access to residents and businesses unless otherwise noted in the Contract.
 - (f) Any required detour signage at adjacent crossings to facilitate sidewalk or active transportation pathway closures.
- D17.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.
- D17.4 The Accessibility Plan shall include written details on how the Contractor intends to review, maintain, and document all items related to the Accessibility Plan on-site during Construction, including, but not limited to:
- (a) Signage
 - (b) Temporary Ramping
 - (c) Transit Stops
 - (d) Detour Signage
- D17.5 At minimum, the Contractor shall review the site conditions on a daily basis to ensure that all features related to the Accessibility Plan are in place. The site review is intended to correct deficiencies as a result of unforeseen events such as wind, traffic, or the general public. Deficiencies that are direct result of the Contractors actions must be corrected immediately.
- D17.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.
- D17.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- D17.8 Deficiencies as a direct result of actions by the Contractor that are not immediately corrected and/or failure to produce records that demonstrate that the site was maintained in compliance with the Accessibility Plan may result in a pay adjustment via the monthly Progress Payment. The rate of pay adjustment will be as per the following schedule:
- (a) First Offence – A warning will be issued and documented in the weekly or bi-weekly site meeting.
 - (b) Second Offence – A field instruction to immediately correct the site will be issued by the Contract Administrator.
 - (c) Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

SCHEDULE OF WORK

D18. COMMENCEMENT

- D18.1 The Contractor shall not commence any Work until they are in receipt of an award letter from the Award Authority authorizing the commencement of the Work.
- D18.2 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 D11;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the twenty-four (24) hour emergency response phone number specified in D7.2.
 - (iv) the Safe Work Plan specified in D12;
 - (v) evidence of the insurance specified in D13;
 - (vi) the contract security specified in D14;
 - (vii) the subcontractor list specified in D15;
 - (viii) the detailed work schedule specified in D16;

- (ix) the Requirements for Site Accessibility Plan specified in D17; and
 - (x) the direct deposit application form specified in D33
- (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.

D18.3 The Contractor shall commence the Work on Site no later than July 29, 2024, as directed by the Contract Administrator and weather permitting.

D19. WORKING DAYS

D19.1 Further to C1.1(tt);

D19.1.1 The Contract Administrator will determine daily if a Working Day has elapsed and will record their assessment. On a weekly basis the Contract Administrator will provide the Contractor with a record of the Working Days assessed for the preceding week. The Contractor shall sign each report signifying that they agree with the Contract Administrator's determination of the Working Days assessed for the report period.

D19.1.2 Work done to restore the Site to a condition suitable for Work, shall not be considered "work" as defined in the definition of a Working Day.

D19.1.3 When the Work includes two or more major types of Work that can be performed under different atmospheric conditions, the Contract Administrator shall consider all major types of Work in determining whether the Contractor was able to work in assessing Working Days.

D20. RESTRICTED WORK HOURS

D20.1 Further to 3.10 of CW 1130, the Contractor shall require written permission forty-eight (48) hours in advance from the Contract Administrator for any work to be performed between 2000 hours and 0700 hours, or on Saturdays, Sundays, Statutory Holidays and or Civic Holidays.

D21. WORK BY OTHERS

D21.1 Further to C6.25, the Contractor's attention is directed to the fact that other Contractors, the personnel of Utilities and the staff of the City may be working within the project limit, approach roadway, adjacent roadways or right-of-way. The activities of these agencies may coincide with the Contractors execution of work and it will be the Contractor's responsibility to cooperate to the fullest extent with other personnel working in the area, and such cooperation is an obligation of the Contractor under the terms of Contract.

D21.2 Work by others on or near the Site will include but not necessarily be limited to:

- (a) City of Winnipeg Geomatics Branch – The Contractor is to acquire locates from the Geomatics Branch. If any permanent geomatics infrastructure is required to be disturbed during construction activities, the Contractor is to notify the Contract Administrator for documentation;
- (b) Winnipeg Transit – Removal and installation of Transit infrastructure, provision of temporary Transit stop. Removal/Relocation of transit shelters;
- (c) City of Winnipeg Traffic Services – Provision of sign clamps;
- (d) City of Winnipeg Traffic Signals – Installation of Transit Priority Signals on the Abinojii Mikanah Boulevard intersections.

D21.3 Further to D21.1 the Contractor shall cooperate and coordinate all activities with all parties performing required Work by Others. The Contractor must include and accommodate Work by Others identified in D21.2 or additional parties, in their construction schedule as per D16 and accommodate the necessary area on Site required for the Work by Others to complete the Work.

D22. SEQUENCE OF WORK

D22.1 Further to C6.1, the sequence of work shall comply with the following:

D22.1.1 Providing that the Work at each location as stated in D3.1 is completed in a similar order to the order that the Work was commenced in, the Contractor will be permitted to have a all locations under construction at any one time. Completion of a location means that all of the necessary concrete, asphalt, boulevard restoration Work is completed to the satisfaction of the Contract Administrator.

D22.1.2 Placing the topsoil and finished grading of all boulevard and median areas shall be completed prior to commencing construction of asphaltic concrete overlays, including scratch courses.

D22.1.3 When the Abinojii Mikanah Transit Stop work commences, the Contractor shall work consecutively until the concrete pavement is completed. This is to reinstate a safe roadside environment.

D23. CRITICAL STAGES

D23.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) Completion of Abinojii Mikanah (Westbound) Transit stops within Twenty (20) consecutive Working Days.
- (b) Completion of Kenaston Boulevard Transit stop within Fifteen (15) consecutive Working Days.
- (c) Completion of Pembina Highway Transit Stops within Ten (10) consecutive Working Days and completed by September 03, 2024.
- (d) Completion of Confusion Corner Streetscaping within Fifteen (15) consecutive Working Days.

D24. FLEXIBLE SCHEDULE

D24.1 The Critical Stages described in D23.1 may be extended if the Contractor can provide an accessibility plan that is acceptable to the Contract Administrator, that minimizes impacts to pedestrian crossings, and vehicular travel on adjacent lanes.

D24.2 The Contractor will be permitted for the suspension of on-site construction to facilitate coordination of Subcontractors, materials deliveries, workload related to other projects and construction sequencing. During this suspension period, the Site must be made secure, roadways operational to all normal traffic and posted speed limit, and all existing facilities and work in progress be protected from weather or other potentially harmful effects. Changes to Contract completion dates resulting from suspension of on-site construction will not be considered. During the suspension of activities, Working Day counting will stop for the suspended location. Once the contractor remobilizes, Working Day count will resume for the respective locations.

D24.2.1 There will be no additional payment for remobilizing to any location for recommencement after a Working Day has been temporarily suspended.

D24.2.2 The Contractor shall provide five (5) calendar days notice to the Contract Administrator prior to the temporary suspension of work and in advance of returning to Site.

D25. SUBSTANTIAL PERFORMANCE

- D25.1 The Contractor shall achieve Substantial Performance by October 11, 2024.
- D25.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D25.3 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.
- D25.4 Trees, site furnishings and special-order items will be exempt from the Substantial Performance date stated in D25.1.

D26. TOTAL PERFORMANCE

- D26.1 The Contractor shall achieve Total Performance by October 18, 2024.
- D26.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D26.3 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.

D27. LIQUIDATED DAMAGES

- D27.1 If the Contractor fails to achieve Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:
- (a) Abinojii Mikanah (Westbound) – Two Thousand dollars (\$2,000.00);
 - (b) Kenaston Boulevard - Two Thousand dollars (\$2,000.00);
 - (c) Pembina Highway – Two Thousand Five Hundred dollars (\$2,500.00);
 - (d) Substantial Performance – Four Thousand dollars (\$4,000.00);
 - (e) Total Performance – Two Thousand dollars (\$2,000.00).
- D27.2 The amounts specified for liquidated damages in D27.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance or Total Performance by the days fixed herein for same.
- D27.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D28. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D28.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.

- D28.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D28.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate s.
- D28.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D28.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D28.5 The Work schedule, including the durations identified in D20 to D26 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.
- D28.6 Where Work not previously identified is being carried over solely as a result of delays related to Supply Chain Disruption, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to Supply Chain Disruption, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.
- D28.7 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D29. SCHEDULED MAINTENANCE

- D29.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Reflective Crack Maintenance as specified in CW 3250;
 - (b) Sod Maintenance as specified in CW 3510;
- D29.2 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

D30. JOB MEETINGS

- D30.1 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.
- D30.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

D31. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D31.1 Further to C6.26, 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).

D32. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D32.1 Further to B13.4, 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 their sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

MEASUREMENT AND PAYMENT

D33. PAYMENT

D33.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D34. ADJUSTMENT

D34.1 The Contract is subject to a fuel price adjustment which will be calculated monthly based on eligible Work completed utilizing the following mathematical formulas;

- (a) where the price of fuel has increased - $((CFI/BFI)-1.15) \times Q \times FF$; and
- (b) where the price of fuel has decreased - $((CFI/BFI)-0.85) \times Q \times FF$; where
 - (i) BFI = base fuel index
 - (ii) CFI = current fuel index
 - (iii) FF = fuel factor
 - (iv) Q = monetary value of Work applied in the calculation.

D34.1.1 Eligible Work will be determined in accordance with D34.5.

D34.1.2 The base fuel index (BFI) will be the retail price of fuel identified on the Submission Deadline based on latest published "Monthly average retail prices for gasoline and fuel by geography" for Winnipeg, published by [Statistics Canada, Table 18-10-0001-01](#). The BFI is a blended rate based on 15% regular unleaded gasoline at self-service filling stations and 85% diesel fuel at self-service filling stations.

D34.1.3 The current fuel index (CFI) based on the above blended rate will be determined for each monthly progress estimate and applied on the following progress estimate as a change order once rates are published by Statistics Canada.

D34.1.4 A Fuel Factor (FF) rate of the monetary value of all eligible Work completed that month based on the Contract unit prices will be used to calculate the assumed apportioned cost of fuel.

D34.2 Fuel cost adjustments may result in additional payment to the Contractor or credit to the City within the Contract by way of a monthly change order.

D34.3 The fuel escalation or de-escalation adjustment will not be applied if the CFI is within $\pm 15\%$ of the BFI.

D34.4 Fuel escalation adjustments will not be considered beyond the Substantial Performance/Critical Stages except where those dates/Working Days are adjusted by change order. Fuel de-

escalation adjustments will apply for Work that extends beyond the dates/Working Days specified for Substantial Performance/Critical Stages.

D34.5 The Fuel Factor (FF) rates will be set as follows:

- (a) The Fuel Factor rate shall be set at 2.7% of the monetary value of all Work based on unit prices.

WARRANTY

D35. WARRANTY

D35.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) years thereafter for Confusion Corner Streetscaping, Pembina Highway and Kenaston Boulevard Transit Stops , and two (2) years thereafter for the Abinojii Mikanah Transit Stops, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

DISPUTE RESOLUTION

D36. DISPUTE RESOLUTION

D36.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D36.

D36.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D36.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Purchasing Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.

D36.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.

D36.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.

- D36.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D36.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D36.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D36.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

INDEMNITY

D37. INDEMNITY

- D37.1 Indemnity shall be as stated in C17.
- D37.2 Notwithstanding C17.1, the Contractor shall save harmless and indemnify the City in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the Contractor, their Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
- (a) accidental injury to or death of any person whether retained by or in the employ of the contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
 - (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
 - (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
 - (d) any claim for lien or trust claim served upon the City pursuant to The Builders' Liens Act;
 - (e) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;
 - (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
 - (g) inaccuracies in any information provided to the City by the Contractor.
- D37.3 Further to C17, The City shall save harmless and indemnify the Contractor in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the City, their employees or agents in the performance of its obligation under the Contract.

THIRD PARTY AGREEMENTS

D38. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D38.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D38.2 Further to D38.1, in the event that the obligations in D38 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in

C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D38.3 For the purposes of D38:

- (a) **“Government of Canada”** includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) **“Government of Manitoba”** includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D38.4 Modified Insurance Requirements

D38.4.1 If not already required under the insurance requirements identified in D13, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.

D38.4.2 If not already required under the insurance requirements identified in D13, the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.

D38.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D38.4.4 Further to D13.5, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D38.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D38.5 Indemnification By Contractor

D38.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D38.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
- (b) any damage to or loss or destruction of property of any person; or
- (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

D38.6 Records Retention and Audits

D38.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D38.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D38.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D38.7 Other Obligations

D38.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D38.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D38.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D38.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D38.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D38.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

FORM H1: PERFORMANCE BOND
(See D14)

KNOW EVERYONE 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

TENDER NO. 374-2024

CONFUSION CORNER STREETSCAPING AND MISCELLANEOUS TRANSIT STOP IMPROVEMENTS 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: LABOUR AND MATERIAL PAYMENT BOND
(See D14)

KNOW EVERYONE BY THESE PRESENTS THAT

his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Principal"), and

his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), for the use and benefit of claimants as herein below defined, in the amount of

_____ dollars (\$_____)

of lawful money of Canada, for the payment whereof we, the Principal and the Surety jointly and severally bind ourselves firmly by these presents.

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

TENDER NO. 374-2024

CONFUSION CORNER STREETSCAPING AND MISCELLANEOUS TRANSIT STOP IMPROVEMENTS

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 promptly make payment to all claimants as hereinafter defined, for all labour, service and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject, however, to the following conditions:

- (a) A claimant is defined as one having a direct contract with the Principal for labour, service and material, or any of them, used or reasonably required for use in the performance of the contract, labour, service and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment (but excluding rent of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract;
- (b) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work, labour or service was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon;
- (c) No suit or action shall be commenced hereunder by any claimant
 - (i) unless claimant shall have given written notice to the Principal and the Surety above-named, within one hundred and twenty (120) days after such claimant did or performed the last of the work, labour or service, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work, labour or service was done or performed. Such notice shall be served by mailing the same by registered mail to the Principal, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the Province of Manitoba;

- (ii) after the expiration of one (1) year following the date on which Principal ceased work on said Contract; including work performed under the guarantees provided in the Contract;
 - (iii) other than in a court of competent jurisdiction in the Province of Manitoba.
- (d) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.
- (e) The Surety shall not be liable for a greater sum than the specified penalty of this bond.

The Principal and Surety hereby agree that The Guarantors' Liability Act (Manitoba) shall apply to this Bond.

IN TESTIMONY WHEREOF, the Principal has hereunto set its hand affixed its seal, and the Surety has caused these presents to be sealed and with its corporate seal duly attested by the authorized signature of its signing authority this

_____ 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 J: SUBCONTRACTOR LIST
(See D15)

CONFUSION CORNER STREETSCAPING AND MISCELLANEOUS TRANSIT STOP IMPROVEMENTS

<u>Portion of the Work</u>	<u>Name</u>	<u>Address</u>
SURFACE WORKS:		
Supply of Materials:		
Concrete		
Asphalt		
Base Course & Sub-Base		
Catch Basins and Culverts		
Sod		
Gabion Baskets		
Structural Soil Cells		
Site Furnishings		
Installation/Placement:		
Concrete		
Asphalt		
Base course and Sub-Base		
Catch Basins and Culverts		
Sod		
Gabion Baskets		
Structural Soil Cells		
Site Furnishings		

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 their 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, Purchasing 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 Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.4 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
00	Cover Sheet	A1
CA0017599.2194-16	WESTBOUND ABINOJII MIKANAH - DE LA SEIGNEURIE BLVD AND ISLAND SHORE BLVD INTERSECTIONS	
L1	CONFUSION CORNER STREETSCAPING - SOUTHWEST CORNER OF PEMBINA HWY AND OSBORNE ST INTERSECTION	A1
L2	CONFUSION CORNER STREETSCAPING - SOUTHWEST CORNER OF PEMBINA HWY AND OSBORNE ST INTERSECTION	A1
L3	CONFUSION CORNER STREETSCAPING - SOUTHWEST CORNER OF PEMBINA HWY AND OSBORNE ST INTERSECTION	A1
CA0017599.2194-20	KENASTON BOULEVARD - COMMERCE DR AND ROTHWELL RD INTERSECTION	A1
CA0017599.2194-21	PEMBINA HIGHWAY - BISON DR / CHANCELLOR MATHESON INTERSECTION	A1

E2. MOBILIZATION AND DEMOBILIZATION PAYMENT

DESCRIPTION

- E2.1 This Specification shall cover all operations relating to the mobilization and demobilization of the Contractor to the project location(s).
- E2.2 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.

E2.3 The inclusion of a payment item for the Work under this Specification shall not release or reduce the responsibilities of the Contractor under any other specification in this Contract.

SCOPE OF WORK

E2.4 Further to C12 of the General Conditions, where Mobilization and Demobilization is included as a bid item, it shall consist of the following, as applicable:

- (a) Mobilization shall include, but not be limited to:
 - (i) All activities and associated costs for transportation of the Contractor's personnel, equipment, and operating supplies to the site, and/or sites, and/or between sites;
 - (ii) Establishment of offices, buildings, other necessary general facilities and equipment parking/staging areas for the Contractor's operations at the site or sites;
 - (iii) Premiums paid for performance and payment bonds including coinsurance and reinsurance agreements as applicable;
 - (iv) General cleanup and housekeeping needed maintain a neat and orderly project site(s);
 - (v) Other job related items.
- (b) Demobilization shall include, but not be limited to:
 - (i) All activities and costs for transportation of personnel, equipment, and supplies not used in the project from the site, and/or sites, and/or between sites;
 - (ii) Disassembly, removal, and site cleanup and restoration of offices, buildings, and other facilities assembled on the site and/or sites;
 - (iii) Repair of access roads, temporary haul roads, and equipment parking areas leaving the project site in the same or better condition than at the start of the project;
 - (iv) General cleanup and housekeeping needed to restore a neat and orderly project site.

E2.5 Access to the site, equipment parking, and staging areas are limited to that shown on the drawings or as approved by the Contract Administrator.

MEASUREMENT AND PAYMENT

E2.6 The lump-sum price for the Mobilization and Demobilization bid item shall not exceed five percent (5.00%) of the total bid price for the Contract.

E2.6.1 Further to B10, B18, C12 and E2.6, should the lump sum price exceed 5% of the Total Bid Price the lump sum price will be reduced to 5% of the Total Bid Price, the Total Bid Price will be determined using the reduced lump sum price and payment will be based on the reduced lump sum price.

E2.7 Payment for Mobilization:

- (a) 60% of the lump-sum price will be paid to the contractor for Mobilization on the first Progress Estimate for the Contract.

E2.8 Payment for Demobilization:

- (a) The remaining 40% of the lump-sum price will be paid upon:
 - (i) Restoration of the site and/or sites to the satisfaction of the Contract Administrator;
 - (ii) Distribution of the Declaration of Total Performance.

E2.9 Pay Reduction for Accessibility Plan

- (a) The Demobilization payment will be reduced by the number of pay adjustments incurred in accordance with D17 and as determined by the Contract Administrator.

E2.10 Mobilization and Demobilization will be paid only once (to a maximum of 100%), regardless of the number of times the Contractor mobilizes to the site and/or sites.

E3. GEOTECHNICAL REPORT

E3.1 Further to C3.1, the geotechnical report is provided to aid the Contractor's evaluation of the pavement structure. The geotechnical report is contained in Appendix 'A'.

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:

- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of trees.
- (b) 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.
- (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 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 their designate.

E4.3 No separate measurement or payment will be made for the protection of trees.

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

E5. TRAFFIC CONTROL

E5.1 Further to 3.6, 3.7 and 3.8 of CW 1130:

- (a) Where directed by the Contract Administrator, the Contractor shall construct and maintain temporary asphalt ramps to alleviate vertical pavement obstructions such as manholes and planing drop-offs to the satisfaction of the Contract Administrator. Payment shall be in accordance with CW3410.
- (b) In accordance with the Manual of Temporary Traffic Control on City Streets (MTTC), the Contractor ("Construction Agency" in the Manual) shall be responsible for placing, maintaining and removing the appropriate temporary traffic control devices as specified by the MTTC, the Contract Drawings, Staging Plans and Traffic Management Plans or by the Traffic Management Branch of the City of Winnipeg Public Works Department. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by their own forces or Subcontractor.
- (c) In addition, the Contractor shall be responsible for **supplying**, removing, placing and maintaining all regulatory signing including but not limited to:
 - (i) Parking restrictions;
 - (ii) Stopping restrictions;

- (iii) Turn restrictions;
 - (iv) Diamond lane removal;
 - (v) Full or directional closures on a Regional Street;
 - (vi) Traffic routed across a median;
 - (vii) Full or directional closure of a non-regional street where there is a requirement for regulatory signs (turn restrictions, bus stop relocations, etc.) to implement the closure.
- (d) The Contractor shall remove and stockpile any regulatory signage not required during construction such as, but not limited to, parking restrictions, turn restrictions and loading restrictions.
- E5.2 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- E5.3 Further to E5.1(c) and E5.1(d) the Contractor shall make arrangements with the Traffic Services Branch of the City of Winnipeg to reinstall the permanent regulatory signs after the Contract Work is complete. The Contractor shall make arrangements to drop off the stockpiled materials to Traffic Services at 495 Archibald Street.
- E5.4 Any changes to the approved Traffic Management Plan must be submitted to the Contract Administrator a minimum of five (5) Working Days prior to the required change for approval.
- E5.5 If the Contract Administrator determines that the Contractor is not performing Traffic Control in accordance with this specification, Traffic Services may be engaged to perform the Traffic Control. In this event the Contractor shall bear costs charged to the project by the Traffic Services Branch of the City of Winnipeg in connection with the required Works.

E6. TRAFFIC MANAGEMENT

- E6.1 Further to 3.7 of CW 1130:
- (a) Single lane closures on intersecting and/or adjoining Regional Streets shall only be permitted during non-peak periods when required for construction activities when approved by the Traffic Management Branch. Storage/parking of materials, equipment or vehicles is not permitted on Regional Streets at any time unless approved by the Contract Administrator, in consultation with the Traffic Management Branch.
- E6.1.1 **Abinojii Mikanah (Westbound) – Abinojii Mikanah (Westbound) – Abinojii Mikanah / De La Seigneurie Blvd Intersection and Abinojii Mikanah / Island Shore Blvd Intersection**
- (a) Contractor to maintain all westbound lanes of traffic during morning peak period (07:00 – 09:00) and afternoon peak periods (15:00 – 18:00).
 - (b) Contractor to maintain a minimum of one (1) lane of traffic in both directions during non-peak periods.
- E6.1.2 **Kenaston Boulevard – Kenaston Blvd and Commerce Dr / Rothwell Rd Intersection**
- (a) Contractor to maintain all northbound and southbound lanes of traffic during morning peak period (07:00 – 09:00) and afternoon peak periods (15:00 – 18:00).
 - (b) Contractor to maintain a minimum of one (1) lane of traffic in both directions during non-peak periods.
- E6.1.3 **Pembina Highway – Pembina Hwy and Bison Dr / Chancelor Matheson Rd Intersection**
- (a) Contractor to maintain all northbound and southbound lanes of traffic on Pembina Highway during morning peak period (07:00 – 09:00) and afternoon peak periods (15:00 – 18:00).

- (b) Contractor to maintain a minimum of two (2) lanes of traffic in both directions on Pembina Hwy during non-peak periods.
- (c) Contractor to maintain all westbound lanes on Chancellor Matheson Rd and all eastbound lanes on Bison Dr. during morning peak period (07:00 – 09:00) and afternoon peak periods (15:00 – 18:00). During non-peak periods, the contractor will be permitted to close the lane adjacent to the work being done.

E6.1.4 **Confusion Corner Streetscaping**

- (a) Only short-term off-peak closures are permitted on either Regional Street for the purposes of mobilization of materials or equipment. Flag persons are to be provided. Adequate temporary ramps for curbs are to be provided as to not damage existing curbs.
- (b) Care shall be taken not to damage existing sidewalks.
- (c) Temporary site construction fencing shall be installed around Confusion Corner Streetscaping site. Fencing shall include gated access and egress. The Contractor shall be responsible for maintaining the construction fence in a proper working condition. No measurement for payment shall be made for this work.
- (d) The Contractor shall not stockpile material, park equipment or cross the adjacent private property for site access.
- (e) The Contractor shall develop a site access plan that shows locations to stockpile materials, machine access, personnel access and a brief construction methodology related to access. Depending on the Contractor's access plan, closure of the sidewalk and/or bike lanes on Pembina Hwy could be permitted, however a 1.5m wide walking path on Pembina is to be maintained which could be located on the bike lanes. The Contract Administrator would prepare a bike detour plan.

E6.1.5 The Contractor is to provide suitable temporary transit stops as directed by the Contract Administrator. Each transit stop will have safe pedestrian access with delineated pedestrian walking space. This may impact the available space and location for stockpiling materials and parking equipment.

E6.1.6 Placement of concrete and asphalt works to be done during off peak hours.

E6.1.7 Flag persons may be necessary to maintain the flow of traffic during certain work operations.

E6.1.8 When no work is being performed for an extended period of time and providing it is safe for vehicles, the contractor shall restore all lanes to normal traffic and posted speeds.

E6.1.9 Should the Contractor be unable to maintain pedestrian or vehicular access to a residence or business, they 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.

E6.1.10 Pedestrian access must be maintained on one side at all times. Temporary granular paths and asphalt ramps may be required and will be paid for through the respective contract unit price.

E6.1.11 Ambulance/emergency vehicle access must be maintained at all times.

E7. PEDESTRIAN SAFETY

E7.1 During the project, a temporary snow fence shall be installed along all open excavations and where there is no available boulevard space adjacent to pedestrian facilities. 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.

E8. WATER OBTAINED FROM THE CITY

E8.1 Further to 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 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 SIGNS

E10.1 The Contractor shall obtain infrastructure signs from the Traffic Services Sign Shop at 421 Osborne Street. 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 as directed by the Contract Administrator. When the Contract Administrator considers the Work on the street complete, the Contractor shall remove and dispose of 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. MIX DESIGN PROPORTION

E11.1 General

E11.1.1 Further to CW 3310-R18, this Specification covers the mix proportion for all concrete types related to, the construction of Portland Cement Concrete pavements, curbs, gutters, private approaches, bull-noses, median slabs, medians, safety medians and boulevard splash strips, sidewalks and other related concrete works.

E11.2 Referenced Standard Construction Specifications

(a) CW 3310 – Portland Cement Concrete Pavement Works

E11.3 Mix Design

E11.3.1 Further to CW 3310-R18 Table CW 3310.5, the minimum cementitious contents shall be as follows:

- Type 1 - 380 kg/m³
- Type 2 - 360 kg/m³
- Type 3 - 380 kg/m³
- Type 4 - 380 kg/m³
- Type 5 - 340 kg/m³
- Type 6 - 360 kg/m³

E11.4 Requirements

E11.4.1 The Mix Design Statements for all the concrete shall be submitted to the City of Winnipeg, Research and Standards Engineer for approval.

E11.5 Quality Assurance

E11.5.1 The Contract Administrator shall ensure the frequency and number of quality assurance tests in accordance with CW 3310.

E12. ASPHALT REMOVAL

E12.1 For the removal of existing asphalt, use sawcut tool to create clean, precise and straight edge along asphalt that is to remain.

E12.2 Use appropriately sized equipment so as not to damage existing asphalt. Provide equipment list to Contract Administrator prior to start of construction.

E13. CONCRETE ACCESSORIES

E13.1 Coloured Concrete: Artevia concrete, charcoal colour, available from LaFarge Ready Mix, or approved equal.

E13.2 Marine grade plywood to be placed between existing asphalt and new concrete. Review with Contract Administrator prior to pouring of concrete.

E14. GABION BASKETS

DESCRIPTION

E14.1 Provide all labour, materials, methods, equipment and accessories for the supply and installation of rock filled wire mesh gabion baskets.

REFERENCES

E14.2 ASTM A90/A90M-12(2018) Stan Standard Test Method for Weight (Mass) of Coating on Iron and Steel Articles with Zinc or Zinc-Alloy Coatings.

E14.3 ASTM A975-11(2016), Standard Specification for Double – Twisted Hexagonal Mesh Gabions and Revet Mattresses (Metallic-Coated Steel Wire or Metallic-Coated Steel Wire With Poly (Vinyl Chloride) (PVC) Coating.

E14.4 ASTM A370-19e1, Standard Test Methods and Definitions for Mechanical Testing of Steel Products.

E14.5 ASTM A641/A641M-19, Standard Specification for Zinc—Coated (Galvanized) Carbon Steel Wire.

E14.6 ASTM B6-18 Standard Specification for Zinc.

E14.7 ASTM A239-14(2019), Standard Practice for Locating the Thinnest Spot in a Zinc (Galvanized) Coating on Iron or Steel Articles 1 & 2.

SUBMITTALS

E14.8 Submit product data for gabion basket.

E14.9 Submit one (1) 1000 x 500 x 500mm completely assembled gabion sample for approval. Approved sample shall be reference standard for the gabion fill, and may be incorporated into the Work.

SOURCE QUALITY CONTROL

E14.10 Prior to delivery to the site, inform the Contract Administrator in writing of gabion fill rock source, and obtain approval.

MATERIALS

E14.11 Gabion Baskets

- (a) 100 x 500 x 500mm, 4mm steel wire, 100 x 50 mesh opening, galvanized finish.
- (b) Available from Gabion Canada ph. 289-579-9922 or approved equal.

E14.12 Rock

- (a) Hard, unbroken round washed field stone or approved alternate. Min. 85%, by weight, shall be between 150mm minimum and 250mm maximum in diameter.

E14.13 Granular Base Course

- (a) A base to CW3110.

E14.14 Geotextile

- (a) Non-woven geotextile to CW3130.

PREPARATION AND EXAMINATION

E14.15 Rough grade to depth required for gabion installation as indicated on the Drawings.

E14.16 Obtain approval of granular base course installation and non-woven geotextile fabric prior to proceeding with gabion installation.

E14.17 Notify Contract Administrator of any unsatisfactory conditions.

E14.18 Gabion Assembly and Installation

- E14.18.1 Assemble gabions to manufacturers written specifications and to the layout and dimensions indicated on the Drawings.
- E14.18.2 Rotate gabion panels into position and join the vertical edges with fasteners for gabion assembly. Fasten together with fasteners provided by manufacturer.
- E14.18.3 Install interior diaphragms as recommended by the manufacturer.
- E14.18.4 Place the empty gabions on the granular base foundation and interconnect the adjacent gabions along the top, bottom and vertical edges with fasteners provided by manufacturer.
- E14.18.5 Gabion cages can be built in a modular method by eliminating an end panel for each cage so no two panels need be connected together. The same method may also be used for successive courses including lid and base panels.
- E14.18.6 Interconnect each layer of gabions to the underlying layer of gabions along the front, back and sides.
- E14.18.7 After adjacent empty wire gabion units are set in line and grade and common sides properly connected, they shall be placed in a straight-line tension to gain a uniform alignment.
- E14.18.8 Staking of the gabions may be done to maintain the established proper alignment prior to placement of rock. No temporary stakes shall be placed through the geotextile material.
- E14.18.9 Connecting lacing wire and other fasteners (as allowed) shall be attached during the filling operation to preserve the strength and shape of the structure.
- E14.18.10 Internal connecting cross-tie (stiffener) wires shall be placed in each unrestrained gabion cell, including gabion cells left temporarily unrestrained. In welded mesh gabions and depending upon depth and height of the gabion cage these crossties or stiffeners will be placed either front to back or across the corners of the gabions (at 300mm from the corners) providing diagonal bracing.
- E14.18.11 Lacing wire or performed wire stiffeners may be used. See individual cage instruction sheets for specific instructions with regards to size of the cage.

- E14.18.12 The gabions shall be carefully filled with rock, either by machine or hand methods, ensuring alignment, avoiding bulges, and providing a compact mass that minimizes voids. At no point in the filling process may rock be mechanically placed from a height of over 1m from machine to fill area. Machine placement will require supplementing with handwork to ensure the desired results.
- E14.18.13 The cells in any row shall be filled in stages so that the depth of rock placed in any one cell does not exceed the depth of rock in any adjoining cell by more than 300mm. Along the exposed faces, the outer layer of stone shall be carefully placed and arranged by hand to ensure a neat, compact placement with a uniform appearance.
- E14.18.14 The last layer of rock shall be uniformly leveled to the top edges of the gabions. Lids shall be placed over the rock filling using only approved lid closing tools as necessary. The use of crowbars or other single point leverage bars for lid closing is prohibited due to the potential for damage to the baskets.
- E14.18.15 The gabion lid shall then be secured to the sides, ends, and diaphragms with spiral binders, approved alternate fasteners, or lacing wire wrapped with alternating single and double half hitches in the mesh openings.

MEASUREMENT AND PAYMENT

- E14.18.16 Gabion baskets shall be paid for on a lineal metre basis and shall be paid for at the Contract Unit Price per lineal metre for the Items of Work, which price shall be payment in full for performing all operations herein described and all other items incidental to the Work included in this specification inclusive of rock. Price shall be payment in full for supplying materials and for performing the Work in accordance with this specification, accepted and measured by the Contract Administrator.
- (a) Items of Work:
- (i) Gabion Baskets

E15. STRUCTURAL SOIL CELLS

DESCRIPTION

- E15.1 Provide all labour, materials, methods, equipment and accessories for the supply and installation of structural soil cell system, watering system and all related work.

SUBMITTALS

- E15.2 Product Data: For each type of product, submit manufacturer's product literature with technical data sufficient to demonstrate that the product meets these specifications.
- E15.3 Shop Drawings: Submit manufacturer supplied shop drawings for structural soil cell system.
- E15.4 Submit product samples of root barrier, geogrid, cable tie, anchor spikes, non-woven geotextile and sump pit rock.

DELIVERY, STORAGE AND HANDLING

- E15.5 Deliver materials in manufacturer's original, unopened, undamaged palletized units with identification numbers intact.
- E15.6 Bulk Materials:
- (a) Do not deliver or place backfill, soils and soil amendments in frozen, wet, or muddy conditions.
- (b) Do not dump or store bulk materials near structures, utilities, sidewalks, pavements, and other facilities, or on existing turf areas or plants.
- (c) Provide protection including tarps, plastic and or matting between bulk materials and finished surfaces sufficient to protect the finish material.

- E15.7 Provide erosion-control measures to prevent erosion or displacement of bulk materials and discharge of soil-bearing water runoff or airborne dust to adjacent properties, water conveyance systems, and walkways. Provide additional sediment control to retain excavated material, backfill, soil amendments and planting mix within the project limits as needed.
- E15.8 Protect structural cells from damage during delivery, storage and handling.
- E15.9 Store under tarp to protect from sunlight when time from delivery to installation exceeds one week. Storage should occur on smooth surfaces, free from dirt, mud and debris.
- E15.10 Handling is to be performed with equipment appropriate to the size (height) of cells and site conditions, and may include, hand, handcart, forklifts, extension lifts, small cranes, etc., with care given to minimize damage to structural cell components.
- E15.11 Contractor shall be responsible for the supply, safe storage and handling of all materials.

MATERIALS

- E15.12 Structural Cell System
- (a) 3X silva cell system, one base, six 3X posts and one deck.
 - (b) DeepRoot barrier, UB-12-2.
 - (c) Geogrid per structural cell manufacturers requirements.
 - (d) Cable tie for attaching geogrid to silva cell per manufacturers requirements.
 - (e) Geotextile per structural cell system manufacturers requirements.
 - (f) Galvanized anchoring spikes 250mm long x 10mm Dia.
 - (g) Manufactured by DeepRoot Green Infrastructure, LLC ph. 1.800.458.7668.
- E15.13 Sump Pit Rock: hard, unbroken round washed granite field stone or approved equal. Min. 85%, by weight, shall be between 150mm minimum and 250mm maximum in diameter.
- E15.14 Non-woven geotextile fabric to CW3130.
- E15.15 Base Course and Backfill Material: to CW3110 granular A base granite material only – do not use limestone.
- E15.16 Compacted planting medium mound and planting medium to planting medium & finished grading specification.

CONSTRUCTION METHOD

- E15.17 Silva cell modules must be transported and stored on manufacturers pallets with pallet wrap intact until ready for installation. Pallets should be positioned on firm level base, so as not to impede traffic or workflow.
- E15.18 Prior to the start of work layout and stake the limits of excavation and horizontal and vertical control points sufficient to install the structural cells and required drainage features in the correct locations.
- E15.19 The Contractor must ensure that all buried utilities and services are located and if necessary, protected and exposed prior to any excavation in accordance with specification CW1120.
- E15.20 Excavate and confirm to the dimensions and depth shown on the Drawings, including provision for drainage and base course layer, allowing 200mm (8") additional clearance in length and width. Side walls of excavated pit to be clean, straight, and within 15° of vertical. Soft dig / day lighting process to be used in area of existing underground utilities. Ensure subgrade slopes to sub drain trench toward perforated drainage pipe system (min 2.0% slope).

- E15.21 Clear excavation of all construction debris, trash, rubble and any foreign material. Excavate and remove oil spills and other soil contamination sufficiently to remove the harmful material. Fill over excavations with approved fill and compact to the required subgrade compaction.
- E15.22 All excavated material shall be disposed of off-site in accordance with specification CW1130.
- E15.23 Compact sub-grade in accordance with specification CW3110.
- E15.24 Excavate sump pit.
- E15.25 Install non-woven geotextile fabric for aggregate sub base, sump pit and tree planting bed sides in accordance with CW3130.
- E15.26 Install sump pit rocks.
- E15.27 Install aggregate sub-base below structural cell system to the depths indicated in the Drawings and compact to a minimum of 95% of maximum dry density at optimum moisture content, in accordance with ASTM D 698 Standard Proctor Method.
- E15.28 Assemble and install structural cell system in accordance with manufacturer's specifications.
- E15.29 Install silva cells, anchoring spikes, geogrid, cable ties, planting medium, root barrier and backfill. These three materials must be installed and compacted together in alternating operations in 200mm lifts to top of silva cells to achieve correct compaction relationships within the structural cell system. Compact per manufacturers recommendations.
- E15.30 Place geotextile over top of silva cell system, 450mm overlap past excavation.
- E15.31 Install root barrier directly adjacent to concrete edge restraint.

PROTECTION

- E15.32 Maintain a minimum of 100mm of aggregate sub-base over the geotextile material during construction. Use only low-pressure tire or low impact track vehicles with a maximum surface pressure under vehicle of 4 pounds per square inch, on top of structural cells prior to the installation of final paving.
- E15.33 When vehicle must cross structural cells that does not have final paving surfaces installed, use plates or mats to distribute vehicle loads to levels that would be expected at deck surface once final paving has been installed. Use low-pressure tire or low impact track vehicles.
- E15.34 Ensure that all construction traffic is kept away from limits of structural cells until final surface materials are in place. No vehicles shall drive directly on the structural cell deck.

MEASUREMENT AND PAYMENT

- E15.35 The construction of structural cell system shall be measured on a lump sum basis as accepted by the Contract Administrator for "Structural Soil Cell System" inclusive of excavation, sub grade compaction, sum pit rock, granular a base granite material, silva cell system, root barrier, geogrid, cable ties, geotextile, anchor spikes, and non-woven geotextile. Price shall be payment in full for supplying materials and for performing the Work in accordance with this Specification and accepted and measured by the Contract Administrator.

E16. UNIT PAVING

DESCRIPTION

- E16.1 Provide all labour, materials, methods, equipment and accessories for the supply and installation of unit paving as indicated on the Drawings.

REFERENCES

E16.2 CW 3330 – Installation of Interlocking Paving Stones

MATERIALS

E16.3 Unit Pavers:

(a) Pavers available from Barkman Concrete Ltd. Ph. 204-667-3310, or approved equal:

(i) 210 x 105 x 60mm Holland 6cm paver, buff or natural colour.

E16.4 Bedding Sand: shall be fine aggregate to the requirements of specification CW3330.

E16.5 Joint Sand: to the requirements of specification CW3330.

E16.6 Paver Restraint: 1.6mm x 69.9mm with 2.03mm top lip, natural aluminum finish available from Permaloc Corporation 1.800.356.9660, or approved equal. Install per manufacturers specifications.

CONSTRUCTION METHOD

E16.7 Contractor to review paving layout and patterns with Contract Administrator.

E16.8 Confirm installation of soil cells and trench grates as specified on Drawings prior to installation of unit pavers.

E16.9 Preparation of Sand Base

(a) Remove all accumulated debris from blockouts.

(b) Install bedding sand to the depths indicated on the Drawings and to CW3330.

(c) Do not compact sand base prior to installing pavers.

E16.10 Installation of Unit Pavers

(a) Confirm colour of paver with Contract Administrator.

(b) Set in locations and patterns as shown on the Drawings. Spaces between joints shall be 5mm maximum and shall be uniform and consistent while maintaining true patterns as indicated on the Drawings.

(c) Commence installation of pavers against edge to obtain straightest possible course for installation.

(d) Pavers shall be cut with saw only to obtain true even undamaged edges. Chipped pavers are unacceptable.

(e) Crews shall work on installed pavers, not on sand layer.

(f) Place pavers and spread and fine grade joint sand over paving surface and sweep into joints.

(g) Install paver restraint per manufacturers instructions.

(h) Sweep remaining sand over all paving areas and remove from site.

(i) Replace at no extra cost all whole or cut stones marked as unacceptable.

(j) Remove cracked, chipped, broken or otherwise damaged paving materials from Site immediately.

(k) Upon completion, clean in accordance with manufacturer's recommendations.

QUALITY ASSURANCE

E16.11 All workmanship and all materials furnished and supplied under this Specification are subject to close and systematic inspection and testing by the Contract Administrator including all operations, from the selection and production of materials, through to final acceptance of the Work. The Contractor shall be wholly responsible for the control of all The Contract

Administrator reserves the right to reject any materials or works that are not in accordance with the requirements of this specification.

MEASUREMENT AND PAYMENT

E16.12 Unit pavers shall be measured on an area basis and paid for at the Contract Unit Price per square metre for the following items of Work, which price shall be payment in full for performing all operations herein described and all other items incidental to the Work included in this specification inclusive of bedding sand, and joint sand. The area to be paid for shall be the total installed area of each type of unit paving accepted and measured by the Contract Administrator.

- (a) Items of Work:
 - (i) Holland paver, buff or natural

E16.13 Paver Restraint shall be paid for on a lineal metre basis and shall be paid for at the Contract Unit Price per lineal metre for the Items of Work. Price shall be payment in full for supplying materials and for performing the Work in accordance with this specification, accepted and measured by the Contract Administrator.

- (a) Items of Work:
 - (i) Paver Restraint

E17. PLANTING MEDIUM AND FINISHED GRADING

DESCRIPTION

E17.1 Provide all labour, materials, methods, equipment and accessories for the supply and installation of clay rich planting medium.

REFERENCES

- E17.2 Agriculture and Agri-Food Canada
 - (a) The Canadian System of Soil Classification, Third Edition, 1998.
- E17.3 Canadian Council of Ministers of the Environment (CCME) Guidelines.
- E17.4 The City of Winnipeg Standard Construction Specification
 - (a) CW 1130 – Site Requirements
 - (b) CW 3540 – Topsoil and Finish Grading for Establishment of Turf Areas

SUBMITTALS

- E17.5 Submit 0.5kg sample of planting medium to National Testing Laboratory, or approved alternate, and indicate present use and intended use. Prepare and ship sample in accordance with Provincial regulations and testing laboratory requirements. Submit samples for:
 - (a) Clay-Rich Planting Medium for Structural Soil Cells and tree planting bed.
- E17.6 Submit two (2) copies of soil analysis and recommendations for corrections to Contract Administrator.
- E17.7 Submit two (2) litre sample of compost to Contract Administrator with manufacturers literature and material certification that the product meets the CCME guidelines.

QUALITY ASSURANCE

- E17.8 Inform Contract Administrator of proposed source of materials to be supplied and provide a sample for review by Contract Administrator prior to installation.

- E17.9 Testing of planting medium to be carried out and paid for by Contractor. Prepare and ship planting medium samples to approved laboratory in accordance with Provincial regulations and laboratory requirements, indicating intended use on each sample.
- E17.10 Test planting medium for nutrients N, P, K, micronutrients, soluble salt content, pH value and OM (organic matter).
- E17.11 Acceptance of planting medium is subject to an inspection of material and confirmation of test results. Do not commence soft landscaping work until Contract Administrator has accepted planting medium.

DELIVERY, STORAGE AND HANDLING

- E17.12 Store materials in a dry area, protected from freezing, sedimentation and contamination.
- E17.13 Deliver and store fertilizer in waterproof bags labeled with weight, analysis and name of manufacturer.

MATERIALS

- E17.14 Black Topsoil: In accordance with CW 3540 for topsoil except organic matter to be in the range of 5-10%.
- E17.15 Peatmoss: deliver from partially decomposed fibrous or cellular stems and leaves of species of sphagnum mosses. Elastic and homogeneous, brown in colour. Free of wood and deleterious material that could prohibit growth. Shredded particle minimum size: 5 mm.
- E17.16 Compost:
 - (a) mixture of soil, decomposing organic matter used as fertilizer, mulch or soil conditioner.
 - (b) Dark brown in colour, no objectionable odour.
 - (c) Processed organic matter containing 40% or more organic matter as determined by Walkley-Black or Lost On Ignition (LOI) test.
 - (d) Must be sufficiently decomposed (i.e. stable) so that any further decomposition does not adversely affect plant growth (C:N ratio below 25:1) and contain no toxic or growth inhibiting contaminants.
 - (e) Composed bio-solids to: CCME Guidelines for Compost Quality, Category A.
- E17.17 Sand: hard fine silica sand, well washed and free of impurities, chemical or organic matter. Coarse texture, and to the following gradation:

<u>Particle Size (mm)</u>	<u>% Passing through Screen</u>
2.0	100%
1.0	95 to 100%
0.5	80 to 100%
0.25	0 to 30%
0.15	0 to 8%
0.075	0 to 1%

- E17.18 Fertilizer: Synthetic start-up slow release fertilizer with a N-P-K analysis of 12-36-15 ratio at a rate of 4 kg per 100 m² which is 8 pounds per 100 sq ft.
- E17.19 Clay-Rich Planting Medium for Structural Soil Cells and Tree Planting Beds: planting medium for structural soil cells and tree wells shall be a blend of black topsoil, compost, and coarse sand mixed to the following proportion:

<u>Material</u>	<u>% by volume</u>
Black Topsoil	70%

Compost 15%

Coarse Sand 15%

CONSTRUCTION METHOD

E17.20 Excavation

- (a) Excavate tree planting beds by hand or using approved soft digging technology unless otherwise directed by Contract Administrator. Dispose of all rock, clay soils and other deleterious materials off Site.
- (b) Protect bottom of excavations against freezing.
- (c) Remove water that has entered the excavation prior to planting. Notify Contract Administrator if water source is groundwater.
- (d) Verify and obtain approval by Contract Administrator of tree planting beds prior to compacted soil mound and planting medium placement.

E17.21 Planting Medium Placement

- (a) Place planting medium in uniform layers over approved, unfrozen sub-grade, to the depth indicated on the Drawings.
- (b) Eliminate rough spots and low areas, Prepare a loose, friable bed, boot firm and level.

E17.22 Soil Amendments

- (a) Apply lime, sulphur, or other soil amendment at a rate determined and recommended from planting medium sample test.
- (b) Mix soil amendment well into full depth topsoil prior to application of fertilizer.

E17.23 Finished Grading and Rolling

- (a) Per CW3540.
- (b) Fine grade entire soil area to elevations as indicated on the Drawings. Eliminate rough spots and low areas. Leave surfaces smooth, uniform and firm against foot printing with a fine loose texture.

SURPLUS MATERIAL

E17.24 Dispose of unused planting medium off site in accordance with CW1130.

CLEANING

E17.25 Perform cleaning to remove accumulated environmental dirt from all paved surfaces of building faces. Remove surplus materials, rubbish, tools and equipment barriers.

MEASUREMENT AND PAYMENT

E17.26 Supply and placement of planting medium mix for soil cells and tree planting beds shall be measured on a volume basis and paid for at the Contract Unit Price per cubic metre as "Clay-Rich Planting Medium". The volume to be paid for shall be the total cubic metre volume installed in accordance with this specification, accepted and measured by the Contract Administrator.

E18. TREE PLANTING

DESCRIPTION

E18.1 Provide all labour, materials, methods, equipment and accessories for the supply and installation of trees and black granite mulch.

REFERENCES

- E18.2 Agriculture and Agri-Food Canada (AAFC)
 - (a) Plant Hardiness Zones in Canada-2000.
- E18.3 Canadian Nursery Landscape Association (CNLA)
 - (a) Plant Canadian Standards for Nursery Stock-2001.
- E18.4 Department of Justice Canada (JUS)
 - (a) Plant Canadian Environmental Protection Act (CEPA), 1999, c. 33.
 - (b) Transport of Dangerous Goods Act (TDGA), 1992, c.34.
- E18.5 Health Canada / Workplace Hazardous Materials Information System (WHMIS)
 - (a) Materials Safety Data Sheets (MSDS).

SUBMITTALS

- E18.6 Submit product data for:
 - (a) Fertilizer.

SOURCE QUALITY CONTROL

- E18.7 Obtain approval from Contract Administrator of plant material at source.
- E18.8 Notify Contract Administrator of source of material at least seven (7) days in advance of shipment. No work under this Section is to proceed without approval.
- E18.9 Acceptance of plant material at source does not prevent rejection on Site prior to or after planting operations.
- E18.10 Plant material imported from other nations will not be accepted.
- E18.11 Bare root plant material will not be accepted.

STORAGE AND PROTECTION

- E18.12 Coordinate the shipping of plants and excavation of tree vaults to ensure minimum time laps between digging and planting.
- E18.13 Protect plant material from frost, excessive heat, wind and sun during delivery.
- E18.14 Protect plant material from damage during transportation:
 - (a) When delivery distance is less than 30 km and vehicle travels at speeds under 80 km/h, tie tarpaulins around plants or over vehicle box.
 - (b) When delivery distance exceeds 30 km or vehicle travels at speeds over 80 km/h, use enclosed vehicle where practical.
 - (c) Protect foliage and rootballs using anti-desiccants and tarpaulins, where use of enclosed vehicle is impractical due to size and weight of plant material.
- E18.15 Protect stored plant material from frost, wind and sun as follows:
 - (a) For balled and burlapped and wire basket rootballs, place to protect branches from damage. Maintain moisture level in root zones.
- E18.16 Remove broken and damaged roots with sharp pruning shears. Make clean cut and cover cuts over 20mm (3/4") diameter with wound dressing.
- E18.17 Keep roots moist and protect from sun and wind. Heel-in trees that cannot be planted immediately in shaded areas and water well.

SCHEDULING

- E18.18 Order plant material as soon as possible after award of contract to ensure plant availability. Request substitutes as required.
- E18.19 Provide Contract Administrator a written schedule fourteen (14) days in advance of shipment of plant material. Schedule to include: quantity and type of plant material, shipping dates, arrival dates on Site, and planting dates.

WARRANTY OF NURSERY STOCK

- E18.20 For all plant material a two (2) year warranty period is required.
- E18.21 During the warranty period, upon written notification from the Contract Administrator, the Contractor warrants to replace and replant any nursery stock found dead and/or in poor condition as soon as possible thereafter, without cost to The City. "Poor Condition" shall be interpreted as meaning nursery stock on which branches are dead or dying, or have not shown satisfactory growth in leaves. Exempted is nursery stock damaged by accidental causes or vandalism, which stock shall be replaced at the cost of The City.
- E18.22 At the end of the two (2) year warranty period an inspection will be conducted by Contract Administrator.
- E18.23 Contract Administrator reserves the right to extend Contractor's warranty responsibilities for an additional one (1) year if, at end of initial warranty period, leaf development and growth is not sufficient to ensure future survival.

REPLACEMENTS

- E18.24 During warranty period, remove and replace any plant material that has died or failed to grow satisfactorily, at no cost to the City, as directed by the Contract Administrator.
- E18.25 A two (2) year warranty period shall be required on all replacement plant material.
- E18.26 All replacement plant material shall be the same size and species as specified, and shall be supplied and planted in accordance with the original Drawings and Specifications.
- E18.27 Should the replaced plant material not survive, the Contractor will be responsible for a third replacement and a two (2) year warranty period shall be required.

PLANT MATERIAL

- E18.28 Type of root preparation, sizing, grading and quality shall comply to the Canadian Standards for Nursery Stock.
- E18.29 Source of plant material: grown in Zone 3 only in accordance with Plant Hardiness Zones in Canada. Plant material must be planted in zone indicated as appropriate for its species.
- E18.30 Plant material free of disease, insects, defects or injuries and structurally sound with strong fibrous root system.
- E18.31 Substitutions to plant material as indicated on planting plan are not permitted unless written approval has been obtained as to type, variety and size. Plant substitutions must be of similar species and of equal size as those originally specified.
- E18.32 Refer to Plant Specification List on the Drawings and the Drawings for species, quantities, size and quality of plant materials.

WATER

- E18.33 Water free of impurities that would hinder plant growth. The Contractor shall provide water, so that all costs to provide water for the watering operation and all associated costs shall be borne by the Contractor. These costs may include hydrant permit and meter rental fees.
- E18.34 Further to clause 3.7 of CW 1120, the Contractor shall pay for all costs associated with obtaining water in accordance with the Waterworks By-law. Sewer charges will not be assessed for water obtained from a hydrant.
- E18.35 Planting Medium: backfill with planting medium as specified in Planting Medium Specification.
- E18.36 Fertilizer: synthetic start-up slow release fertilizer with a N-P-K analysis of 12-36-15 ratio at a rate of 4 kg per 100 m² which is 8 pounds per 100 sq ft.
- E18.37 Granite Mulch: granite mulch, black in colour.

PRE-PLANTING PREPARATION

- E18.38 Obtain approval from Contract Administrator of finish grading, and planting medium installation prior to commencing Work in this section.
- E18.39 Ensure plant material is acceptable to the Contract Administrator.
- E18.40 Remove damaged roots and branches from plant material with sharp clean equipment treating wounds as necessary to maintain plant health.
- E18.41 Apply anti-desiccant to deciduous trees in leaf in accordance with manufacturer's instructions.

PLANT MATERIAL LAYOUT

- E18.42 Prepare planting areas. Refer to Planting Medium Specification.
- E18.43 For individual trees:
- (a) Excavate tree pits to depths and widths indicated on the Drawings.
 - (b) Remove rocks, roots, debris and toxic material from the tree pit.
- E18.44 Remove water that has entered the excavated tree pit prior to planting. Notify Contract Administrator if water source is groundwater.

PLANTING

- E18.45 For jute burlap rootballs, cut away top one third of wrapping and wire basket without damaging rootball. Do not pull burlap or rope from under rootball.
- E18.46 For container stock or rootballs in non-degradable wrapping, remove entire container or wrapping without damaging rootball. Loosen rootball to encourage bonding with planting medium and subgrade.
- E18.47 Plant vertically in locations as indicated. Orient plant material to give best appearance in relation to structure, roads and walks.
- E18.48 Set plants and trees at elevations indicated on the drawings with no more than 50mm of soil above the root flair. Review with City Forestry representative and Contract Administrator when trees are on site, prior to installation.
- E18.49 For trees:
- (a) Prepare compacted soil mound below tree root ball. Ensure top of mound is set to suit the depth of rootball.

- (b) Backfill soil in 150 mm (6") lifts. Tamp each lift to eliminate air pockets. When two thirds of depth of planting pit has been backfilled, fill remaining space with water. After water has penetrated into soil, backfill to finish grade.

E18.50 Water plant material thoroughly. Report extreme ponding in planters indicative of malfunctioning drains to the Contract Administrator immediately.

E18.51 After soil settlement has occurred, fill with soil to finish grade.

E18.52 Dispose of burlap, wire and container material off Site.

PRUNING

E18.53 Undertake corrective pruning after planting to eliminate torn and broken branches. Do not damage lead branches or remove smaller twigs along main branches. Do not prune to compensate for root loss.

MAINTENANCE

E18.54 Maintain plant material from date of planting to the end of the two (2) year warranty period. Refer to Landscape Maintenance Specification.

MEASUREMENT AND PAYMENT

E18.55 Supply and installation of trees shall be measured on a unit basis, and be paid for at the Contract Unit Price per unit for installed trees, as accepted and measured in the field by the Contract Administrator, for the following Items of Work, which price shall be payment in full for performing all operations herein described and all other items incidental to the Work included in this Specification.

E18.56 Items of Work:

- (a) Trees
 - (i) Discovery Elm
 - (ii) Knight Rider Elm

E18.56.2 Black granite mulch will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Granite Mulch". The area to be paid shall be the total square metre area in accordance with this specification, accepted and measured by the Contract Administrator.

E19. SITE FURNISHINGS

DESCRIPTION

E19.1 Provide all labour, materials, methods, equipment and accessories for the supply and install of benches.

SUBMITTALS

E19.2 Submit product data for benches. Indicate sizes, assembly, and installation details.

SCHEDULE

E19.3 Confirm delivery times and schedule with supplier and inform Contract Administrator.

E19.4 Submit shop drawings and order furniture in a timely manner to ensure there are no delays to the construction schedule.

MATERIALS

E19.5 Benches

- (a) Type 1: Maglin 'Ogden' bench with back, arm rests, IPE wood slats left to right, 1.5m straight seat, pedestal legs, gunmetal powdercoated, surface mounted.
- (b) Type 2: Maglin 'Ogden' bench without back, IPE wood slats left to right, 1.5m straight seat, pedestal legs, gunmetal powdercoated, surface mounted.
- (c) Type 3: Maglin 'Ogden' bench with back, arm rests, IPE wood slats left to right, 1.5m straight seat, wall mount, gunmetal powdercoated.
- (d) Type 4: Maglin 'Ogden' bench without back, IPE wood slats left to right, 1.5m straight seat, wall mount, gunmetal powdercoated.

E19.6 Wall Mount Bench Miscellaneous Materials

- (a) Pressure Treated Lumber
 - (i) Material: to be pressure treated wood, no. 1 grade, colour: brown, moisture content 19% or less in accordance with following standards: CAN/CSA-O141; NLGA Standard Grading Rules for Canadian Lumber; Forest Stewardship Council (FSC) certified.
 - (ii) Preservative: for above ground use: to CSA-O80 Series, ACQ-C treatment, clear finish. Minimum net retention: 4.0 kg/m3.
- (b) Hardware: Threaded rods, bolts, nuts, washers, lag screws to be hot dipped galvanized, sizes as indicated on the Drawings.

CONSTRUCTION METHODS

- E19.7 All work is to be located and installed in accordance with the Drawings and manufacturers specifications.
- E19.8 Benches to be surface mounted to concrete per manufacturers recommendations.
- E19.9 Furnishings 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.
- E19.10 All furnishings to be carefully handled so that no parts will be bent, broken, or otherwise damaged. Contractor is responsible for replacing any damaged furnishings, prior to installation, at no cost to the City.

MEASUREMENT AND PAYMENT

- E19.11 The supply and installation of trench grates c/w frame & tamper proof bolts shall be paid for on a lineal metre basis and shall be paid for at the Contract Unit Price per lineal metre for the Items of Work listed below. Price shall be payment in full for supplying materials and for performing the Work in accordance with this specification, accepted and measured by the Contract Administrator.
- E19.12 Items of Work:
 - (a) Bench Type 1
 - (b) Bench Type 2
 - (c) Bench Type 3
 - (d) Bench Type 4

E20. LANDSCAPE MAINTENANCE

DESCRIPTION

- E20.1 Provide all labour, materials, methods, equipment and accessories for the maintenance of trees following acceptance of the plant material to start warranty.

E20.2 In general, the Work shall include:

- (a) Fertilizing
- (b) Watering
- (c) Weed Control
- (d) Pest and disease Control
- (e) Winter Preparation

E20.3 Maintenance shall be performed on a bi-weekly basis at a minimum.

MAINTENANCE AND WARRANTY PERIOD

E20.4 Thirty (30) days after the planting installation has been completed, the Contract Administrator shall perform an inspection of the plant material to determine if the plant material is acceptable to start warranty.

E20.5 The maintenance and warranty period shall begin following acceptance of plant material by Contract Administrator and shall be for a period of two (2) years.

SUBMITTALS

E20.6 Submit maintenance log to Contract Administrator indicating date, times, employee, start time, stop time and maintenance activities.

E20.7 Payment will not be processed without receipt of maintenance logs.

MATERIALS AND EQUIPMENT

E20.8 Materials shall conform to the requirements of related Specification sections.

E20.9 Provide all equipment to properly execute Work. Maintain such equipment in a workable, safe condition while in use during this project.

E20.10 Contract Administrator shall review equipment to be used to execute Work prior to execution.

METHOD

E20.11 General

- (a) Provide watering service within 24 hours, weeding services within 48 hours of the request by the Contract Administrator. Monitor the Site and advise the Contract Administrator of conditions that might void the Contractor's warranty responsibilities.
- (b) Provide maintenance schedule to Contract Administrator prior for the two (2) year maintenance period.
- (c) Contractor shall notify Contract Administrator of the exact time Contractor proposes to commence each application.
- (d) Schedule operations in accordance with growth, health, weather conditions, and use of Site.
- (e) Perform each operation continuously and completely within a reasonable time period.
- (f) Store equipment and materials off Site.
- (g) Collect and dispose of debris or excess material on the day the maintenance is undertaken.

E20.12 Maintenance of Trees

- (a) Fertilizing: Apply fertilizer only at frequency, ratio and rates as recommended by manufacturer. Water immediately after fertilizing. Apply fertilizer no later than May 30th of each maintenance year.

- (b) Watering: Apply water as required to supplement rainfall and to maintain optimum growing conditions. In general, water once a week to achieve rates as indicated. Allow soil to adequately dry between watering to prevent over saturation without creating water stress. Subject to the above-noted requirements, the Contractor must water at least once a week between May 1st and October 15th inclusive. A complete record is to be kept of each series of waterings for all planted trees noting location and date of watering. This record is to be given to the Contract Administrator when requested. Apply 40 litres of water per 25 mm calliper per application using a deep root feeder or low pressure open flow nozzle and hose. The water stream must not gouge the soil.
- (c) Weed Control: Inspect and undertake weed control weekly during the first year of maintenance and monthly during the second year. By hand, remove all weeds with their roots from tree pits and tree beds and dispose of off Site. When weeding operation is complete, replace and rake displaced soil to its original condition.
- (d) Pests and Diseases: Obtain written approval of Contract Administrator prior to using any pesticide. Control pests and disease through pruning or application of pesticides. Use species specific pesticides where possible. Use only pesticides of low mammalian toxicity. Strictly follow manufacturer's written instructions.
- (e) Pruning: The Contractor shall provide a person with a Manitoba Arborists Certificate for each work crew or Work Site. Prune as required to remove dead, broken or damaged limbs. Prune back to healthy growth while maintaining balanced crown shape. Employ clean sharp tools. Make cuts smooth and flush with outer edge of branch collar near the main stem or branch. Cuts must be smooth and sloping to prevent accumulation of water on cut. Do not leave little stumps ("horns") on trunks or main branches. Prune according to accepted horticultural practices as outline in "The Pruning Manual", Publication No. 1505-1977 by Agriculture Canada.
- (f) Winter Preparation: Ensure adequate moisture in tree root zones prior to freeze-up.

MEASUREMENT AND PAYMENT

- E20.13 Landscape maintenance shall be paid for on a lump sum basis for the items of work listed below and shall be payment in full for supplying all material and performing all operations herein described and all other items incidental to the Work included in this specification and accepted by the Contract Administrator.

Items of Work:

- (i) Year One
- (ii) Year Two