



**THE CITY OF WINNIPEG**

**TENDER**

**TENDER NO. 693-2025**

**SEVEN OAKS MUSEUM PATHWAY AND INTERPRETIVE SIGNS**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	1
B6. Addenda	2
B7. Substitutes	2
B8. Bid Components	3
B9. Bid	3
B10. Prices	4
B11. Disclosure	4
B12. Conflict of Interest and Good Faith	4
B13. Qualification	6
B14. Opening of Bids and Release of Information	7
B15. Irrevocable Bid	7
B16. Withdrawal of Bids	7
B17. Evaluation of Bids	7
B18. Award of Contract	8

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	1
D5. Contractor's Supervisor	1

#### Submissions

D6. Authority to Carry on Business	1
D7. Safe Work Plan	2
D8. Insurance	2
D9. Contract Security	3
D10. Subcontractor List	4
D11. Detailed Work Schedule	4

#### Schedule of Work

D12. Commencement	5
D13. Substantial Performance	5
D14. Total Performance	5
D15. Liquidated Damages	6
D16. Scheduled Maintenance	6

#### Control of Work

D17. Job Meetings	6
D18. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	6
D19. The Workplace Safety and Health Act (Manitoba) – Qualifications	6

#### Payment

D20. Payment Schedule	7
-----------------------	---

**Warranty**

D21. Warranty	7
---------------	---

**Indemnity**

D22. Indemnity	7
----------------	---

Form J: Subcontractor List	8
----------------------------	---

**PART E - SPECIFICATIONS**

**General**

E1. Applicable Specifications and Drawings	1
--	---

E2. Hazardous Materials	1
-------------------------	---

E3. Existing Services and Utilities	2
-------------------------------------	---

E4. Access To Site	2
--------------------	---

E5. Permits, Notices, Licenses, Certificates, Laws and Rules	2
--	---

E6. Damage to Existing Structures, Trees and Property	2
---	---

E7. Pedestrian Safety And Traffic Management	3
--	---

E8. Protection of the Survey Infrastructure	3
---	---

E9. Site Enclosures	4
---------------------	---

**Site Development**

E10. Note Regarding Work on Archaeologically Significant Site	4
---	---

E11. Removals	4
---------------	---

E12. Excavation and Grading	4
-----------------------------	---

E13. Timber Steps and Ramps	7
-----------------------------	---

E14. Paving Stone	8
-------------------	---

E15. Compacted Granular Pavement	10
----------------------------------	----

E16. Cast-In-Place Concrete Pads and Pavement	12
---	----

E17. Topsoil and Sodding	12
--------------------------	----

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 Seven Oaks Museum Pathway and Interpretive Signs

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 12, 2026.

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 advised that the museum is designated as an archaeological site.

B3.3 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 D4.1.

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](http://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 D4.

## **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 B17.
- 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/Proposal;
  - (b) Form B: Prices.
- 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](http://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 B17.1(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.

B9.4.2 All signatures shall be original.

B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B10. PRICES**

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 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 C24. Any such costs shall be determined in accordance with C24.

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 B10 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 C3.3, 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 C6.19).

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™) or
  - (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 at <http://www.winnipeg.ca/matmgt/Safety/default.stm>.

B13.5 Further to B13.3(d), the Bidder acknowledges that they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilitymb.ca/resources-events-and-training/online-training.html> 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. OPENING OF BIDS AND RELEASE OF INFORMATION**

B14.1 Bids will not be opened publicly.

B14.2 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](http://www.merx.com).

B14.3 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](http://www.merx.com).

B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B14.4.1 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.

#### **B15. IRREVOCABLE BID**

B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B15.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

#### **B16. WITHDRAWAL OF BIDS**

B16.1 A Bidder may withdraw their Bid without penalty prior to the Submission Deadline.

#### **B17. EVALUATION OF BIDS**

B17.1 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.

B17.2 Further to B17.1(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.

- B17.3 Further to B17.1(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.
- B17.4 Further to B17.1(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.
- B17.4.1 Further to B17.1(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.
- B17.4.2 Where MRST is shown on Form B as a separate line item, if that Line item is not completed, the MRST shall be considered to be included in the Total Bid Price.
- B17.4.3 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

## **B18. AWARD OF CONTRACT**

- B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B18.2 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.
- B18.2.1 Without limiting the generality of B18.2, 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.
- B18.3 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 C24 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B18.4 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 B17.
- B18.5 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B18.5.1 The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.
- B18.6 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 2025-11-01) 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](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. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of supply and installation of granular and paving stone pathways plus pickup and installation of interpretive panels

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

- (a) Excavation and removals
- (b) Timber steps
- (c) Granular and paving stone pathways
- (d) CIP concrete pads for interpretive panels
- (e) Interpretive panels and site furniture.

#### D3. DEFINITIONS

D3.1 When used in this Tender:

- (a) “**CW**” means current City of Winnipeg Standard Construction Specification;
- (b) “**SCD**” means current City of Winnipeg Parks Planning Standard Construction Detail Drawings;
- (c) “**SD**” means current City of Winnipeg Standard Construction Detail;

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Ian Macdonald  
Landscape Architect  
Telephone No. 204 451- 3069  
Email Address [imacdonald@winnipeg.ca](mailto:imacdonald@winnipeg.ca)

D4.2 At the pre-construction meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

#### D5. CONTRACTOR'S SUPERVISOR

D5.1 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.

### SUBMISSIONS

#### D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly

registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

#### **D7. SAFE WORK PLAN**

- D7.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site.
- D7.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>
- D7.3 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.

#### **D8. INSURANCE**

- D8.1 The Contractor shall provide and maintain the 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, contractual liability, unlicensed motor vehicle liability (contractor's equipment), non-owned automobile liability and products and completed operations endorsement, to remain in place at all times during the performance of the Work and throughout the Warranty period;
  - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
  - (c) all risks installation floater, carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D8.4 The Contractor shall provide:
- (a) The certificate of insurance, in a form satisfactory to the Supervisor of Insurance, to:  
  
The City of Winnipeg  
Risk Management  
Insurance Section  
185 King Street, 3<sup>rd</sup> Floor  
Winnipeg, MB R3B 1J1
  - (b) The Contract Administrator with a copy of the certificate of insurance.

At least two (2) Business Days of notification of the award of the Contract and prior to the commencement of any Work on the Site.

D8.5 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 Supervisor of Insurance.

## D9. CONTRACT SECURITY

D9.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the amount of fifty percent (50%) of the Contract Price; and
- (b) labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in an amount equal to fifty percent (50%) of the Contract Price.
- (c) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the amount of fifty percent (50%) of the Contract Price; or
- (d) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D9.1.1 Bonds are available at:

- (a) Performance Bond <https://www.winnipeg.ca//media/4928/>
  - (i) Performance Bond – Schedule A - Form of Notice  
<https://www.winnipeg.ca/media/4831/>
  - (ii) Performance Bond – Schedule B – Surety's Acknowledgement  
<https://www.winnipeg.ca/media/4832/>
  - (iii) Performance Bond – Schedule C – Surety's Position  
<https://www.winnipeg.ca/media/4833/>
- (b) Labour & Material Payment Bond <https://www.winnipeg.ca//media/4930/>
  - (i) L&M Bond – Schedule A – Notice of Claim  
<https://www.winnipeg.ca/media/4834/>
  - (ii) L&M Bond – Schedule B – Acknowledgement of a Notice  
<https://www.winnipeg.ca/media/4835/>
  - (iii) L&M Bond – Schedule C – Surety's Position  
<https://www.winnipeg.ca/media/4836/>
- (c) Irrevocable Standby Letter of Credit <https://www.winnipeg.ca//media/4931/>

D9.1.2 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 D9.1.2(b).

D9.1.3 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.

- D9.1.4 Digital bonds passing the verification process will be treated as original and authentic.
- D9.1.5 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.

- D9.2 The Contractor shall provide:  
(a) the required Contract Security to:

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

- (b) The Contract Administrator with copies of the required Contract Security.

within seven (7) Calendar Days of notification of the award of the Contract and prior to the commencement of any Work on the Site.

- D9.3 Where the Contract Security is provided in accordance with D9.1(a) and D9.1(b), 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 D9.1(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.

## **D10. SUBCONTRACTOR LIST**

- D10.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

## **D11. DETAILED WORK SCHEDULE**

- D11.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site.
- D11.2 The detailed work schedule shall consist of the following dates:
- (a) Start date;
- (b) Removals and excavation;
- (c) **Layout including grade stake for approval by Contract Administrator;**
- (d) Construction of timber steps and ramps;
- (e) Installation of path and seating areas;
- (f) Installation of soil and sod; and
- (g) Expected completion.
- all acceptable to the Contract Administrator.

## **SCHEDULE OF WORK**

### **D12. COMMENCEMENT**

- D12.1 The Contractor shall not commence any Work until they are in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.
- D12.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D6;
    - (ii) evidence of the workers compensation coverage specified in C6.17;
    - (iii) the Safe Work Plan specified in D7;
    - (iv) evidence of the insurance specified in D8;
    - (v) evidence of the contract security specified in D9;
    - (vi) the Subcontractor list specified in D10;
    - (vii) the detailed work schedule specified in D11 and
    - (viii) the direct deposit application form specified in C12.20.
  - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D12.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order, unless weather and/or site conditions do not allow.

### **D13. SUBSTANTIAL PERFORMANCE**

- D13.1 The Contractor shall achieve Substantial Performance within 20 (twenty) consecutive Working Days of the commencement of the Work as specified in D12.
- D13.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D13.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

### **D14. TOTAL PERFORMANCE**

- D14.1 The Contractor shall achieve Total Performance within 25 (twenty-five) consecutive Working Days of the commencement of the Work as specified in D12.
- D14.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D14.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

## **D15. LIQUIDATED DAMAGES**

- D15.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City five-hundred dollars (\$500) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- D15.2 The amount specified for liquidated damages in D15.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **D16. SCHEDULED MAINTENANCE**

- D16.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Sod as specified in E17.
- D16.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

## **CONTROL OF WORK**

### **D17. JOB MEETINGS**

- D17.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D17.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

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

- D18.1 Further to C6.27, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

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

- D19.1 Further to 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.

## **PAYMENT**

### **D20. PAYMENT SCHEDULE**

D20.1 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](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf)

## **WARRANTY**

### **D21. WARRANTY**

D21.1 Warranty is as stated in C13.

## **INDEMNITY**

### **D22. INDEMNITY**

D22.1 Indemnity shall be as stated in C17.



## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, 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 Request for Proposal shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Proponents 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 B7.
- E1.4 The following are applicable to the Work:

Specification No.	Specification Title
CW-1110	General Instructions
CW-1130	Site Requirements
CW-2030	Excavation Bedding and Backfill
CW-3110	Sub-Grade, Sub-Base and Base Course Construction
CW-3130	Supply and Installation of Geotextile Fabrics
CW-3170	Earthwork and Grading
CW-3310	Portland Cement Concrete Pavement Works
CW-3325	Portland Cement Concrete Sidewalk
CW-3330	Installation of Interlocking Paving Stones
CW-3510	Sodding
CW-3540	Topsoil and Finish Grading for Establishment of Turf Areas

Drawing No.	Drawing Name/Title
S.70-A	Existing Conditions & Removals
S.70-B	Materials Plan
S.70-C1	Grading Plan
S.70-C2	Grading Plan
S.70-D1	Layout Reference Plan
S.70-D2	Layout Plan 1
S.70-D3	Layout Plan 2
S.70-D4	Layout Plan 3
S.70-E1	Details
S.70-E2	Details
S.70-E3	Details
SD-229C	City Of Winnipeg Standard Detail – Curb Ramp for Concrete Pavement
S.70-CAD	CAD File of Site Layout

#### E2. HAZARDOUS MATERIALS

- E2.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of

hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.

### **E3. EXISTING SERVICES AND UTILITIES**

E3.1 No responsibility will be assumed by the City for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface; the City shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.

### **E4. ACCESS TO SITE**

E4.1 Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at their own expense and approved by the Contract Administrator.

E4.2 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and they shall be responsible for all damage resulting from their Work on private property.

### **E5. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES**

E5.1 Further to C6.13, the Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of same before proceeding with the Work, and pay any cost attached to the inspection of such plans.

E5.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.

E5.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.

E5.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.

E5.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.

E5.6 The Contractor and Sub-contractors must be fully aware of all Work involving hazardous materials. All Work must be performed in compliance with the Manitoba Department of Labour Workplace Health and Safety Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification to the Contract Administrator of their encountering of suspected hazardous material during their course of Work.

### **E6. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY**

E6.1 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing trees, shrubs, sod, pavements, streets, roads, boulevards, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the Site of the Work. For all damage incurred in the performance of the Work (either directly or indirectly), the Contractor shall either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to City of Winnipeg Contract Administrator, and the cost of which shall be borne entirely by the Contractor. The Contractor shall also indemnify and save harmless the City from all claims made directly or indirectly against it in respect to any such damage.

E6.2 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing park trees within the limits of the construction area:

(a) The Contractor shall not stockpile materials and soil or park vehicles and equipment within 2 metres of trees.

- (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2400 wood planks, or suitable protection 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 drip line of the trees shall be kept to a 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 drip lines of trees. The drip line 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.

E6.3 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.

E6.4 No separate measurement or payment will be made for the protection of trees.

## **E7. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT**

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

E7.2 Ambulance/ Emergency vehicle access must be maintained at all times.

## **E8. PROTECTION OF THE SURVEY INFRASTRUCTURE**

E8.1 Notwithstanding clause 4 "Persons and municipalities to protect Outline Monuments"; under [The Surveys Act](#), of Manitoba, the Contractor shall be responsible to protect the Survey Infrastructure from damage as a result of the Work.

E8.2 Further to C6.26 (g), at least 72 hours prior to the commencement of the On-Site Work the Contractor shall contact the City of Winnipeg, Geomatics Services Branch at 204-918-1360 (8:00 am to 4:00 pm Monday to Friday, excluding holidays) to obtain underground clearance. Geomatics Services will locate and mark all known outline survey monuments and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.

E8.3 Where a survey post, bar or control monument lies in the line of the proposed Work and must be disturbed, the Contractor shall provide the Contract Administrator with 48 hours' notice to permit referencing for future replacement, at no cost to the Contractor. Failure to provide the specified notice shall result in the Contractor paying for all costs associated with replacing or relocating the disturbed outline survey monuments and geodetic control monuments. Survey monuments and geodetic control monuments at or adjacent to the Site, not in the line of the proposed construction that are damaged or disturbed by the Contractor shall be replaced or relocated by the City or their agent and all associated costs shall be paid for by the Contractor.

E8.4 An approximate estimate of the cost to restore a legal survey monument is \$1,000 per bar and \$3,000 per control monument. Contractors shall ensure their landscaping and other subcontractors are aware of this clearance procedure and the potential restoration costs. Where possible, amounts owed to the City in accordance with the above will be deducted from payments to be made by the City to the Contractor.

## **E9. SITE ENCLOSURES**

- E9.1 Temporary Site enclosures, as determined necessary at the pre-construction meeting, shall be erected and maintained as required for the duration of the construction period.
- E9.2 Site enclosures shall be considered incidental to the Contract Work.

## **SITE DEVELOPMENT**

### **E10. NOTE REGARDING WORK ON ARCHAEOLOGICALLY SIGNIFICANT SITE**

- E10.1 Excavation on the Seven Oaks Museum property shall **not exceed 100mm depth below existing finished grade**. Grade stakes and layout of timber steps and ramps shall be approved by the Contract Administrator prior to excavation.

### **E11. REMOVALS**

- E11.1 This Specification shall cover the removal of existing paving stone and lumber edging.
- E11.2 The Work to be done by the Contractor under this specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to satisfactory performance and completion of all Work as shown on the drawings as herein specified.
- E11.3 Construction methods
- E11.3.1 Remove existing paving stone, sand leveling course and lumber edge restraint as identified by the Contract Administrator.
- (a) At the discretion of the Contract Administrator, some or all of the removed pavers may be salvaged by the City of Winnipeg.
- E11.3.2 Existing base to remain in place for releveling and installation of new paving stone.**
- E11.3.3 The Contractor shall load, haul and legally dispose of all waste materials from the site.
- E11.4 Method of Measurement
- E11.4.1 Method of Measurement shall be as follows:
- (a) Removals shall be measured on a square metre basis for:
- (i) "Remove & Legally Dispose of Existing Paving Stone" on Form B: Prices.
- E11.5 Basis of Payment
- E11.5.1 Basis of Payment shall be as follows:
- (a) Removals will be paid for at the Contract Unit Prices on Form B: Prices. The amount to be paid for shall be the total number of units, measured as specified herein, which price shall be for full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

### **E12. EXCAVATION AND GRADING**

- E12.1 General Description
- E12.1.1 This Specification shall amend and supplement CW 3110 and CW 3170. It shall cover the excavation and legal disposal of existing pathways and earthen material.
- (a) If required by the Contract Administrator, layout and grades shall be established by a professional land surveyor.
- E12.1.2 **Excavation shall not exceed 100mm depth.**

- E12.1.3 Excavation includes the removal of items (i.e. earthen materials) as indicated on the Drawings and as directed by the Contract Administrator. Work includes the satisfactory disposal of unsuitable Site material such as clays susceptible to frost-heaving, silts, rock, rubble, rubbish and any surplus suitable Site material.
- (a) Work shall include but not be limited to the following:
- (i) Excavate, add clean fill if necessary, and grade to the limits shown on Drawings to the depths necessary to achieve finish grade for:
- ◆ Granular pathways and seating areas;
  - ◆ CIP concrete pads for information panels;
  - ◆ CIP concrete paving;
  - ◆ Topsoil and sod;
  - ◆ Removal of bedding course under existing pavers;
  - ◆ All extraneous materials are to be removed from the Site and disposed of in a safe and legal manner.
- E12.1.4 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.
- E12.2 Construction Methods
- E12.2.1 Excavation
- (a) Stockpile suitable, approved material on Site for reuse (clean topsoil, clean earth fill) in a secure location. Remove and dispose of unsuitable material.
- (b) Disposal of material shall be understood to mean the hauling of all unsuitable material from the Site and the unloading in a legal manner acceptable to the Contract Administrator. If arrangements are made in advance excavated material may be disposed of on Site at a location designated by the Contract Administrator.
- (c) Contractor must coordinate with the Contract Administrator to ensure all removals have occurred.
- (d) Excavate to the limits shown and as necessary to achieve finish grades as indicated on the Drawings. Where design grades are not shown, the new surface materials shall be installed to meet flush with surrounding grades, and sloped so as not to impede the existing drainage pattern.
- (e) The Contractor shall construct all sub-grades in accordance with CW 3110. This shall include the use of suitable compaction equipment as approved by the Contract Administrator to achieve a minimum compaction of 98% Standard Proctor Density below all paved areas (concrete and limestone paving), and 90% Standard Proctor Density in all other areas disturbed under this Contract unless otherwise indicated. Lifts shall not exceed a compacted thickness of 150 mm.
- E12.2.2 Grading
- (a) Site grading shall be as per the Drawings.
- (b) The design grade shall be considered to be straight grade between finished design elevations shown. Changes in grade at swales or where it meets existing sod shall be gently contoured to allow for ease of grass mowing operations.
- (c) Contractor to ensure site grading does not create tripping hazards and no areas of standing water remain.
- (d) If necessary the Contractor shall import clean fill to achieve grades as per the Drawings.
- (e) Backfill shall be placed in a dry, thawed condition and shall be maintained free of moisture or frost.

- (f) In fill areas where the difference between the existing ground elevation and the new finished design elevation is less than 300 mm, the Contractor shall scarify the existing ground to a minimum depth of 50 mm prior to placement of any fill.
- (g) In areas where new grades are greater than 75 mm than existing grades, clean fill shall be used to achieve finished subgrade levels. Clean fill can be used from On-Site grading operations. If additional clean fill is required, it must be hauled in from Off-Site.

#### E12.2.3 Finish Grading

- (a) Following earthmoving, rough grading and compaction, the Work areas shall be finish graded to provide a maximum deviation of 50 mm in 10 meters from the design grade with no low areas that hold water. The finished surface of all disturbed areas shall be dragged and smoothed in such a manner that there are no loose soil particles greater than 50 mm.
- (b) Visual grade stakes shall also be installed to supplement the electronic data, unless otherwise agreed to by Contract Administrator.
- (c) All surplus fill material shall be removed and legally disposed off-site.
- (d) Do not disturb adjacent items designated to remain in place.

#### E12.3 Method of Measurement and Basis of Payment

##### E12.3.1 Method of Measurement shall be as follows:

##### E12.3.2 Basis of Payment shall be as follows:

- (a) Excavation and grading will be measured on a square meter basis for:
  - (i) "Rough grading" on Form B: Prices.
- (b) No additional measurement will be made for excavation and grading for the following items as these items are incidental to the Work herein:
  - (i) Compacted granular pavement; and
  - (ii) Topsoil and sod.
- (c) No separate measurement will be made for excavation for the following items as these items are incidental to the Work therein:
  - (i) Import of clean fill to achieve rough grading grades and earthwork and site grading grades.
- (d) If required by the Contract Administrator, no separate payment will be made for retaining services relating to survey of layout and establishing grades as these items are incidental to the Work herein.

##### E12.3.3 Basis of Payment shall be as follows:

- (a) Excavation and grading will be paid on a square meter basis for:
  - (i) "Rough grading" on Form B: Prices.
- (b) No additional payment will be made for excavation and grading for the following items as these items are incidental to the Work herein:
  - (i) Compacted granular pavement; and
  - (ii) Topsoil and sod.
- (c) No separate payment will be made for excavation for the following items as these items are incidental to the Work therein:
  - (i) Import of clean fill to achieve rough grading grades and earthwork and site grading grades.
- (d) If required by the Contract Administrator, no separate payment will be made for retaining services relating to survey of layout and establishing grades as these items are incidental to the Work herein.

## **E13. TIMBER STEPS AND RAMPS**

### **E13.1 General Description**

- E13.1.1 This Specification shall cover the supply and installation of timber steps as per the Drawings.
- E13.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

### **E13.2 Materials**

#### **E13.2.1 Limestone Base Course**

- (a) 19 mm (3/4") down limestone, per CW 3110.
- (b) Recycled concrete will not be accepted.

#### **E13.2.2 Timbers**

- (a) All wood for the timber courses shall be pressure treated spruce, pine or fir, No. 2 or better, no wane, bark, checking or splitting permitted. Wood shall be smooth and free of rough areas.
  - (i) Size: All timbers to be 140 x 140 mm with a minimum length of 1200 mm.

#### **E13.2.3 Rebar for Bottom Tiers of Timbers**

- (a) Size: 19 mm Ø x 500 mm

#### **E13.2.4 Spikes / Structural Screws for Successive Rows of Timbers**

- (a) 12 mm Ø x 250 mm galvanized spikes;  
OR
- (b) GRK 200 mm structural screw w/washer-style head.
- (c) Or approved substitute as per B7.

#### **E13.2.5 Preservative**

- (a) Above Ground: Clear type suitable for outdoor applications above ground.
- (b) Below Ground: Type suitable for outdoor applications below ground.

### **E13.3 Construction Methods**

#### **E13.3.1 All work to be located and installed in accordance with the Drawings.**

- (a) Contractor shall confirm proposed timber step locations with Contract Administrator prior to construction.
- (b) Contractor shall verify underground utility locations prior to construction and report any discrepancies to the Contract Administrator immediately.
- (c) Granular base course shall be compacted to a minimum of ninety five percent (95%) of Standard Proctor Density and as per Drawings.
- (d) Build work square, plumb, and accurate to required size, height, length, and depth, with joints closely fitted and properly secured.
- (e) All wood cuts shall be sanded to remove any burrs.
- (f) Each side of the stair riser is to be made with a single timber.
- (g) Treat in field, cuts and damages to surface of treated material with an appropriate, clear preservative. Ensure that damaged areas such as abrasions spike and screw holes are thoroughly saturated with field treatment solution.
  - (i) Apply preservative by dipping, or by brush, to completely saturate and maintain wet film on surface for a minimum of three (3) minutes to soak into lumber.

- (ii) Re-treat surfaces exposed by cutting, trimming, or boring with liberal brush application of preservative before installation.
- E13.3.2 Timbers shall be pinned with minimum of three (3) 13 mm Ø x 450mm rebar spaced equally along the timber.
- E13.3.3 All timbers shall be cut neatly for a proper fit with no spaces or gaps between. Finished elevations shall ensure that all timbers are smooth, level, set plumb and spaced uniformly.
  - (a) Joints to be lap joints.
- E13.3.4 Sod shall be repaired as required around edging and in accordance with the Drawings.
- E13.4 Method of Measurement and Basis of Payment
  - E13.4.1 Method of Measurement shall be as follows:
    - (a) Timber Edging will be measured on a lineal metre basis for:
      - (i) "Supply and Install Timber Steps";
      - (ii) "Supply and Install One-Tier Timbers for Ramps"; and
      - (iii) Supply and Install Two-Tier Timbers for Ramps" on Form B: Prices.
  - E13.4.2 Basis of Payment shall be as follows:
    - (a) Timber stairs and ramps will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

## **E14. PAVING STONE**

- E14.1 Description
  - E14.1.1 The specification shall supplement the latest version of Specifications CW 3310, CW 3325 and CW 3330.
  - E14.1.2 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work as shown on the Drawings and as hereinafter specified, including, but not necessarily confined to the following;
    - (a) Installation of clay pavers on granular base as indicated on the Drawings.
- E14.2 Materials
  - E14.2.1 Concrete Unit Pavers: Endicott Pavers "Manganese Iron Spot" Colour. Sizes to be 102mm x 203mm x 57mm 4" x 8" x 2.25") or approved substitute in accordance with B7.
  - E14.2.2 Bedding sand shall be fine aggregate as specified in Section 5.3.1 of the latest versions of CW 3310 and CW 3330.
  - E14.2.3 Filler Sand shall have a maximum aggregate size of 2.5mm
  - E14.2.4** Edge Restraint shall be **Permaloc StructurEdge** 3/16 inch (4.8 mm) x 1-5/8" (41 mm) 2-1/4" (57 mm) high with 3/8 inch x 10 inches (9.5 mm x 254 mm) bright spiral steel spike, or approved equal as per B7. Natural Mill Finish. **Approximate quantity 32 LM.**
    - (a) Contact for Permaloc Edging:
      - Expocrete
      - 1436 Chevrier Blvd
      - Winnipeg, Manitoba
      - Ph: 1 (800) 262-8869
- E14.3 Construction Methods

#### E14.3.1 Preparation of Sub-grade and Bedding Sand

- (a) Where new paving stone is replacing existing concrete unit pavers, remove the existing bedding course. The existing base material is to be recompact and leveled for installation of new Endicott pavers.
- (b) Where new paving stone is **not** replacing existing concrete unit pavers, the construction of sub-grade shall be completed in accordance with the latest version of CW 3110 and to the depth as specified on the Drawings. Geotextile shall be placed after sub-grade excavation and compaction have taken place. It shall be installed as per manufacturer's specifications.
- (c) Where new paving stone is replacing existing concrete unit pavers but additional base material is required to meet proposed grades, and where new paving stone is not replacing existing concrete unit pavers, the granular base shall be placed as per the Drawings and CW 3310. The surface shall be smooth, true to line, grade and cross-section.
- (d) The bedding sand layer shall be spread and levelled so that the paving stones when installed are 5mm higher than the finished grade. No more sand shall be spread than can be covered in one day by paving stones. The bedding sand layer shall not be compacted prior to laying the paving stones.
- (e) The cost of supplying and placing the bedding sand shall be incidental to the installation of the paving stones.

#### E14.3.2 Installation of Paving Stones

- (a) The paving stones shall be installed such that spaces between joints do not exceed 5mm. Spaces between paving stones shall be uniform and consistent while maintaining straight and true patterns.
- (b) If cutting of paving stones is required, the sawn or sheared edges shall be true, even and undamaged.
- (c) Paving stones shall be compacted into the sand layer using approved vibratory compactors until they are at the proper grade, uniformly level and free of any movement. **Filler sand shall be Polymeric Sand** and is to be swept into the joints until full.
- (d) The cost of supplying and placing filler sand shall be incidental to the installation of the paving stones.

#### E14.3.3 Installation of Edge Restraint

- (a) Install base of edging resting on compacted level base and facing away from paver, drive 3/8" x 10" (9.5 mm x 242 mm) bright spiral steel spikes through edging holes in section base of paver restraint edging at 12" (305mm) intervals.
- (b) Securely connect sections together in accordance with manufacturer's instructions.

#### E14.4 Method of Measurement and Basis of Payment

##### E14.4.1 Method of Measurement

- (a) Paving Stone will be measured on a square metre basis for:
  - (i) "Supply and Install Paving Stone on Existing Base"; and
  - (ii) "Supply and Install Ramped Paving Stone" on Form B: Prices.
- (b) No measurement will be made for excavation, edge restraint, granular base material, bedding sand or filler sand, as these items are incidental to the Work herein.

##### E14.4.2 Basis of Payment

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

- (b) No payment will be made for excavation, edge restraint, granular base material, bedding sand or filler sand, as these items are incidental to the Work herein.

## **E15. COMPACTED GRANULAR PAVEMENT**

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

- E15.1.1 This Specification shall amend and supplement CW-3110 and SCD-646 and shall cover the supply and installation of compacted granular pavement.
- E15.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

### **E15.2 General Instructions**

#### **E15.2.1 Quality Control**

- (a) Testing and Approval of Materials
  - (i) Material testing **may** be required as per this Specification and as directed by the Contract Administrator.

#### **E15.2.2 Submittals**

- (a) Samples
  - (i) Material samples may be required, at the discretion of the Contract Administrator, for materials supplied under this Specification.

### **E15.3 Excavation**

#### **E15.3.1 Description**

- (a) **Excavation shall not exceed 100mm depth.**
- (b) This Specification shall be done in accordance with CW-3110, and SCD-646 as indicated on the Drawings.
- (c) Excavation shall be understood to include all removal of existing insitu material necessary to achieve finished grade and as indicated on the Drawings and in accordance with E17.
- (d) The Contractor shall survey and stake out the proposed granular pavement prior to the start of construction as shown on the construction drawings. Layout shall be checked and confirmed with Contract Administrator prior to construction.

#### **E15.3.2 Construction Methods**

- (a) Excavation shall be performed as per E12 and as outlined in Section 3.2 of CW-3310.
- (b) In locations where existing trees root systems intersect with the pavement area, excavation shall be done carefully so as not to damage or sever any roots of the trees.
- (c) If any pavement exists at the limits of the designated area of removal, these shall be saw cut for the full depth of the pavement prior to the demolition and removal operations. All costs in connection with saw cutting are incidental and shall be included in the unit price bid for excavation.
- (d) All excavated material shall be removed, hauled and disposed of off-site to the satisfaction of the Contract Administrator.

### **E15.4 Sub-Grade Compaction**

#### **E15.4.1 Description**

- (a) Sub grade compaction shall be done in accordance with CW-3110.

#### E15.4.2 Construction Methods

- (a) Sub-grade compaction shall be performed as outlined in Section 3.3 of CW-3110.
- (b) Sub-grade shall be free of any fibrous organics, softened and disturbed soil. The prepared sub-grade shall be proof rolled with a heavy sheep's foot roller (minimum 25 passes) and inspected by the Contract Administrator to detect for any soft spots prior to the placement of overlying granular fills.

#### E15.5 Geotextile Fabric

##### E15.5.1 Description

- (a) Geotextile Fabric shall be placed in accordance with CW-3130.

##### E15.5.2 Materials

- (a) The separation/ reinforcement geotextile fabric shall conform to the Products Approved as listed in City of Winnipeg Specification for Approved Products for Surface Works.
  - (i) [https://www.winnipeg.ca/finance/findata/matmgt/std\\_const\\_spec/current/Docs/Approved\\_Products\\_Surface\\_Works.pdf](https://www.winnipeg.ca/finance/findata/matmgt/std_const_spec/current/Docs/Approved_Products_Surface_Works.pdf)

##### E15.5.3 Construction Methods

- (a) Separation/reinforcement geotextile fabric shall be installed as outlined in Section 3.1 of CW-3110.

#### E15.6 Crushed Limestone Materials

##### E15.6.1 Description

- (a) Crushed limestone base material shall be supplied and installed in accordance with CW-3110 and as per the Drawings.

##### E15.6.2 Materials – Limestone Pavement Only

- (a) 125 mm layer 20 mm (3/4") down crushed limestone
- (b) 25 mm layer 6mm (1/4") down crushed limestone.

##### E15.6.3 Construction Methods

- (a) All limestone material shall be placed and compacted as specified to finished thickness as shown on the Drawings.
- (b) Base Course and Capping Course shall be compacted to a minimum of one hundred percent (100%) of Standard Proctor Density.

#### E15.7 Quality Control

##### E15.7.1 Materials and Work

- (a) Materials and Work may be subject to Quality Control Testing and Approval of Materials per the general instructions section of the Bid Document.

#### E15.8 Method of Measurement and Basis of Payment

##### E15.8.1 Granular pavement shall be measured on a square metre basis for:

- (a) "Supply and Install Compacted Granular Pavement" on Form B: Prices.

##### E15.8.2 Basis of Payment shall be as follows:

- (a) Compacted Granular Pavement will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for excavation, subgrade compaction, supply and installation of base course and top course, supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

## **E16. CAST-IN-PLACE CONCRETE PADS AND PAVEMENT**

### **E16.1 Description**

E16.1.1 The specification shall supplement the Drawings, the current version of CW 3325, and CW 3310.

E16.1.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the drawings and specifications.

### **E16.2 Materials**

E16.2.1 All material shall conform to current CW 3325 and CW 3310 and all other applicable current City of Winnipeg Standard Construction Specifications, whether listed herein or not.

E16.2.2 Granular limestone base is to be crushed stone or gravel having hard angular particles, free from clay lumps, cementation, organic material, frozen material or other deleterious materials.

### **E16.3 Construction Methods**

- (a) **Excavation for concrete pads for shall not exceed 100mm depth.**
- (b) No concrete work shall commence until the excavation has been completed in accordance with the current version of CW 3110 and the drawings has been approved by the Contract Administrator.
- (c) Sub-base compaction shall be in accordance with the current version of CW 3110.
- (d) Base Course to be installed to a depth of 150 mm in accordance with the current version of CW 3110 and the drawings.
- (e) Concrete pavement shall be installed as shown on drawings in accordance with SCD-662 and the current version of CW 3310.
- (f) Pavement joints shall be constructed, where required, as directed by the Contract Administrator and as shown on the drawings and shall be in accordance the current version of CW 3325.
- (g) Concrete Placement for concrete walkways shall be installed to a depth of 100 mm thickness in accordance with the current version of CW 3310, Section 9.4.
- (h) Curb cut and ramp shall be constructed as per SD-229C and SCD-662.

### **E16.4 Method of Measurement and Basis of Payment**

E16.4.1 Method of Measurement shall be as follows:

- (a) CIP concrete pavement shall be measured on a square meter basis for:
  - (i) "Supply and Install Concrete Sidewalk and Curb Cut" on Form B: Prices.
- (b) CIP concrete pavement shall be measured on a per unit basis for:
  - (i) "Supply and Install 600mm x 900mm CIP Concrete Pads for Installation of Information Panels" on Form B: Prices.

E16.4.2 Basis of Payment shall be as follows:

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

## **E17. TOPSOIL AND SODDING**

### **E17.1 General Description**

E17.1.1 This Specification shall amend and supplement CW-3510, CW-3520, and CW-3540 and cover the supply and installation of topsoil and sod.

- (a) The Contractor shall install mineral sod and a minimum 75 mm compacted thickness of topsoil, as required.
- E17.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.
- E17.2 General Instructions
- E17.2.1 Quality Control
- (a) Testing and Approval of Materials
    - (i) Material testing may be required as per this Specification and as directed by the Contract Administrator.
- E17.3 Materials and Construction Methods
- E17.3.1 Topsoil shall be as per CW-3540.
- (a) Sod shall be as per CW-3510.
  - (b) The Contractor shall install sod in locations as shown on Drawings to cover areas indicated on Drawings.
  - (c) Any areas damaged beyond the areas indicated on the Drawings shall be the responsibility of the Contractor to restore through use of topsoil and sod, unless otherwise approved by the Contract Administrator.
  - (d) Areas to be sodded are to be laid out on Site and approved by the Contract Administrator before commencing Work. Work outside the limit approved by the Contract Administrator will not be measured and will not be paid for under this section but considered incidental to the Work.
- E17.3.2 Incidental items include, but are not limited to; topsoil and sod placed at the edge of new paving and site restoration.
- E17.3.3 Where new sod will meet existing, employ a vertical shearing operation, such as using a sharp spade or edger, along the outside edges of the excavation to create a clean and definite line for the new sod to abut flush to.
- E17.3.4 Restoration shall be achieved using topsoil and sod unless otherwise directed by the Contract Administrator.
- E17.4 Maintenance Period
- E17.4.1 Thirty (30) day maintenance period on sod will commence at Total Performance and acceptance.
- E17.4.2 Termination of maintenance period for sod per Section 9.10 of CW-3510.
- E17.5 Method of Measurement and Basis of Payment
- E17.5.1 Method of Measurement shall be as follows:
- (a) Topsoil and Sodding will be measured on a per square metre basis for:
    - (i) "Supply and Install Topsoil and Sod" on Form B: Prices.
  - (b) No separate measurement shall be made for excavation of proposed sod as this item is incidental to the Work herein.
- E17.5.2 Basis of Payment shall be as follows:
- (a) Topsoil and Sodding will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator