



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 183-2008

BUS STOP UPGRADE PROGRAM – PHASE 3 SITE WORKS

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PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 BUS STOP UPGRADE PROGRAM – PHASE 3 SITE WORKS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 12, 2007.

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

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

B3. SITE INVESTIGATION

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

B3.2 The Bidder is advised that all sites are within no stopping zones. The Contractor is to ensure that he does not block any bus stops or traffic.

B4. ENQUIRIES

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

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

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

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

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

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.

B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.

B6.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative shall base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B15.

B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID SUBMISSION

B7.1 The Bid Submission consists of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices;
- (c) Form G1: Bid Bond and Agreement to Bond, or
Form G2: Irrevocable Standby Letter of Credit and Undertaking, or
a certified cheque or draft;

B7.2 All components of the Bid Submission 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 in ink, to constitute a responsive Bid.

B7.3 The Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.

B7.3.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B7.4 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.5 Bid Submissions shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8. BID

B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

- B8.4 Paragraph 12 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.
- B8.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.
- B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid Submission and the Contract, when awarded, shall be both joint and several.

B9. PRICES

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10. QUALIFICATION

- B10.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
 - (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
 - (c) be financially capable of carrying out the terms of the Contract;
 - (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
 - (e) have successfully carried out work, similar in nature, scope and value to the Work;
 - (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of

performing the Work required to be done in accordance with the terms of the Contract;

- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

B10.2 Further to B10.1(g), the Bidder shall, within three (3) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program - Option 1 administered by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
- (b) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association; or
- (c) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt.>)

B10.3 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.4 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. BID SECURITY

B11.1 The Bidder shall provide bid security in the form of:

- (a) a 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 the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
- (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, and undertaking issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form included in the Bid Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or
- (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.

B11.1.1 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.

B11.2 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 executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

B11.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B11.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.

B11.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.

B11.3 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 Bid Opportunity.

B12. OPENING OF BIDS AND RELEASE OF INFORMATION

B12.1 Bid Submissions will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Branch, or in such other office as may be designated by the Manager of Materials.

B12.1.1 Bidders or their representatives may attend.

B12.1.2 Bid Submissions determined by the Manager of Materials, or his designate, to not include the bid security specified in B11 will not be read out.

B12.2 After the public opening, the names of the Bidders and their Total Bid Prices as read out (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B12.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B12.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B13. IRREVOCABLE BID

B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.

B13.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly executed and the performance security 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.

B14. WITHDRAWAL OF BIDS

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

B14.1.1 Notwithstanding GC:23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:

- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
- (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Bid withdrawn.

B14.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B13.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

B15. EVALUATION OF BIDS

B15.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

B15.2 Further to B15.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission 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 if the interests of the City so require.

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

B15.4 Further to B15.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B15.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B16. AWARD OF CONTRACT

B16.1 The City will give notice of the award of the Contract by way of a letter of intent, or will give notice that no award will be made.

B16.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B16.2.1 Without limiting the generality of B16.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;

- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B16.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of redevelopment of existing bus stops including construction of concrete bases, curb and sidewalk and supply and installation of sod

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

- (a) Supply and install concrete bases for shelters, bus stop flags and TIP kiosks;
- (b) Supply and install concrete piles and pile caps for bus stop totems and illuminated signs;
- (c) Supply and install concrete sidewalk with unit paver insert;
- (d) Concrete curb renewal;
- (e) Supply and install sod.

D2.3 Further to C7, if at any time during the 15-month period following the award of the Contract, the City requires additional quantities of the Items, the City may request the Contractor to supply, up to 200% additional quantities as Extra Work at the unit prices set out on Form B: Prices. The Contractor may decline to supply the additional quantities without penalty.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is McGowan Russell Group Inc., represented by:

Ms. Jackie Wilkie
Senior Landscape Architect
200-120 Fort St. Winnipeg, R3C 1C7
Telephone No. (204) 956-0396
Facsimile No. (204) 956-1265

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

D4. CONTRACTOR'S SUPERVISOR

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

D5. NOTICES

D5.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3, D5.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.

D5.3 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-1174

D5.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

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

Facsimile No.: (204) 947-9155

D6. FURNISHING OF DOCUMENTS

D6.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Bid Opportunity. If the Contractor requires additional sets of the Bid Opportunity, they will be supplied to him at cost.

SUBMISSIONS

D7. SAFE WORK PLAN

D7.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D7.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

D8. INSURANCE

D8.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;

- (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;

D8.2 Deductibles shall be borne by the Contractor.

D8.3 The Contractor shall provide the 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 C4.1 for the return of the executed Contract.

D8.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D9. PERFORMANCE SECURITY

D9.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D9.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D9.2 If the bid security provided in his Bid was not a certified cheque or draft pursuant to B11.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent 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.

D10. SUBCONTRACTOR LIST

D10.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract.

SCHEDULE OF WORK

D11. COMMENCEMENT

D11.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.

D11.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is 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;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D7;
 - (iv) evidence of the insurance specified in D8;
 - (v) the performance security specified in D9;
 - (vi) the Subcontractor list specified in D9.2; and
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

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

D11.4 The City intends to award this Contract by March 28, 2008.

D12. CRITICAL STAGES

D12.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) Contractor shall complete all bases for heated shelter relocation stops June 20, 2008.
- (b) Heated shelters bases are to be complete by July 25, 2008. Unheated shelter bases are to be installed immediately following heated shelter installation.
- (c) All sign bases are to be installed by July 31, 2008.

D13. SUBSTANTIAL PERFORMANCE

D13.1 The Contractor shall achieve Substantial Performance by August 8, 2008.

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 by August 15, 2008.

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 (\$500.00) 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 losses 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.

CONTROL OF WORK

D16. JOB MEETINGS

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

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

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

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

WARRANTY

D18. WARRANTY

D18.1 Notwithstanding C13.2 or **Error! Reference source not found.**, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if:

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

D18.1.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

FORM H1: PERFORMANCE BOND
(See D9)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter
called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which
sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

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

_____ day of _____, 20____, for:

BID OPPORTUNITY NO. 183-2008

BUS STOP UPGRADE PROGRAM – PHASE 3 SITE WORKS

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)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS, STANDARD DETAILS AND DRAWINGS

- E1.1 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.1.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- E1.1.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.1.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.2 The following Drawings are applicable to the Work:

| <u>Drawing No.</u> | <u>Drawing Name/Title</u> |
|--------------------|---|
| | Cover Sheet |
| L1.1 | Portage avenue Stops Layout Plans 1 of 4 |
| L1.2 | Portage Avenue Stops Layout Plans 2 of 4 |
| L1.3 | Portage Avenue Stops Layout Plans 3 of 4 |
| L1.4 | Portage Avenue Stops Layout Plans 4 of 4 |
| L1.5 | Notre Dame Avenue Stops Layout Plans |
| L1.6 | McPhillips Street Stops Layout Plans 1 of 2 |
| L1.7 | Terminal Layout Plans |
| L1.8 | Osborne Street Stops Layout Plans |
| L1.9 | Downtown Stops Layout Plans 1 of 5 |
| L1.10 | Downtown Stops Layout Plans 2 of 5 |
| L1.11 | Downtown Stops Layout Plans 3 of 5 |
| L1.12 | Downtown Stops Layout Plans 4 of 5 |
| L1.13 | Downtown Stops Layout Plans 5 of 5 |
| L1.14 | Relocation Stops Layout Plans |
| L2.1 | Details |
| L2.2 | Details |

E2. CO-ORDINATION WITH OTHERS

- E2.1 The Contractor is to ensure that all electrical work is coordinated with the electrical contractor hired under separate contract by the City of Winnipeg. This is to include, but is not limited to, disconnection of all signs, lights and heaters, securing of wiring, wiring of new shelters and signs, and connections for new shelters and signs. Refer to specific coordination requirements in E11 and E12.
- E2.2 The Contractor is to ensure that all signage work is coordinated with the signage work contractor hired under separate contract by the City of Winnipeg. This is to include, but is not limited to, supply and installation of new concrete bases, removal of existing bases, and relocation of electrical conduit. Refer to specific coordination requirements in E11 and E12.
- E2.3 The Contractor is to ensure that all shelter work is coordinated with the shelter work Contractor hired under separate contract by the City of Winnipeg. This is to include, but is not limited to, supply and installation of new concrete bases, removal of existing bases, and relocation of electrical conduit. Refer to specific coordination requirements in E11 and E12.

GENERAL REQUIREMENTS

E3. TRUCK WEIGHT LIMITS

- E3.1 The City shall not pay for any portion of Material which results in the vehicle exceeding the maximum gross vehicle weight allowed under *The City of Winnipeg Traffic By-Law*, unless such vehicle is operating under special permit.

E4. PRE-CONSTRUCTION MEETING

- E4.1 The Contractor shall not begin the Work under this Contract until a pre-construction meeting has been held between representatives of the Contractor, the City of Winnipeg and the Contract Administrator.

E5. ACCESS

- E5.1 Further to C6.3 of the General Conditions, the Contractor shall provide adequate safety protection for pedestrians and vehicular traffic exposed to the Work environment under this Contract.
- E5.2 All access is to be on City Streets and as directed by Contract Administrator.
- E5.3 Access to the Site as required by the Contractor shall be provided, maintained and restored (to as good as or better than existing condition) by the Contractor at his own expense and approved by the Contract Administrator.
- E5.4 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and he shall be responsible for all damage resulting from his work on private property. The Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress is maintained to private properties while he is working near them. Any damage caused by the negligence of the Contractor or his Subcontractors to the adjacent works or properties, shall be promptly repaired by him at his own expense, to the satisfaction of the Contract Administrator.
- E5.5 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, the City and the owners, 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. SAFETY PRECAUTIONS

- E6.1 Further to Section C6.3 of the General Conditions, the Contractor shall provide adequate safety protection for pedestrians and vehicular traffic exposed to the Work environment under this Contract.
- E6.2 The Contractor must maintain safe pedestrian access to the Site at all times during construction.

E6.3 The Contractor must restrict vehicular access to the access lanes indicated on the plans and as directed on Site by the Contract Administrator.

E7. SITE CONDITIONS

E7.1 The Contractor and all Subcontractors shall examine the Site and make themselves familiar with the existing conditions (both above and below grade) and nature of Work to be done.

E7.2 Surface and sub-surface conditions shown on the Drawings and included herein are provided for general information and variations there from shall not affect the terms of the Contract.

E7.3 The Contractor shall set all necessary control lines, benchmarks, survey, elevation stakes and layout in accordance with the individual Site conditions and in consultation with the Contract Administrator.

E8. EXISTING UNDERGROUND STRUCTURES

E8.1 The Contractor's attention is drawn to the existing underground lines or services that may be located in the area of the Work.

E8.2 The Contractor shall take all necessary precautions when performing the Work to ensure that no damage is done to these existing services.

E8.3 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.

E8.4 All costs in connection with this item including location of the existing service, repairs to any existing services damaged by the construction operation, etc. shall be included in the unit prices bid for supply and installation of the items included under this Contract.

E8.5 The Contractor will be required to make his own arrangements in connection with the temporary use of lighting, power, gas, sewer, water or other utilities, and pay all costs in connection therewith.

E8.6 All necessary permits, fees and other like expenses as well as the cost of temporary connections to existing facilities shall be arranged and paid for by the Contractor.

E9. PRODUCT APPROVALS

E9.1 The Contractor shall, following award, prepare a complete list of all material to be used on the project and submit the list to the Contract Administrator 72 hours prior to start of construction.

E9.2 The Contractor shall only use material which has been approved by Specification CW3710 or by the Contract Administrator. The list shall give the product, the manufacturer and the supplier.

E9.3 Other than required to be done by the Contractor under the Work of this Contract, all necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing plant material, pavements, streets, roads, boulevard, 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 thereto in the performance of the Work, the Contractor shall upon instructions from the Contract Administrator and to the satisfaction of the City, either replace or repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to, the City. All costs of replacement or repair shall be borne entirely

by the Contractor. The Contractor shall also indemnify and safe harmless the City from all claims made directly or indirectly against it in respect to any such damage.

E9.4 All workmanship and materials furnished and supplied under this Specification are subject to close and systematic inspection and testing by the Contract Administrator. The Contract Administrator reserves the right to reject any materials or Works which are not in accordance with the requirements of the Specifications.

E9.5 The Contractor shall wholly be responsible for the supply, safe storage, and handling of all materials set forth in this specification, and the control of all operations incidental thereto notwithstanding any inspection or approval that may have been previously given.

E10. DAMAGE TO STREETS AND STRUCTURES

E10.1 The Contractor's attention is drawn to the following existing Site features to be retained and protected to the City of Winnipeg Standards:

- | | | |
|------------------|-------------------|--|
| a) trees, shrubs | e) light standard | i) hydro towers and poles |
| b) curbs | f) fire hydrants | j) catch basins |
| c) sidewalk | g) street signs | k) curb inlets |
| d) sod | h) signal poles | m) underground services including land drainage sewer |

E11. PERMITS, NOTICES, LICENCES, CERTIFICATIONS, LAWS AND RULES

E11.1 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.

E11.2 The Contractor shall comply with all laws, ordinances, rules, and regulations that would relate to the Works.

E12. SIGN SUPPORT CLAMPS

E12.1 The Contractor shall install all new sign support clamps at the locations as shown on the Drawings or as directed by the Contract Administrator. The City shall supply all sign support clamps.

E12.2 All existing sign support clamps removed during construction are to be replaced or returned to the City if not required.

E12.3 All costs in connection with the installation of sign support clamps are incidental to the unit prices bid.

E13. ADJUSTMENT OF PAVEMENT AND BOULEVARD STRUCTURES

E13.1 Further to CW 3210 all existing surface utilities within the area of new sidewalk, interlocking paving and full depth patching of existing pavement are to be adjusted to meet finish grades.

E13.2 Adjustment of pavement and boulevard structures is incidental to the Work with the exception of manholes, catch basins and curb and gutter inlets noted on the drawings as requiring significant adjustment. The adjustment of these structures is to be measured and paid for at the contract unit price per unit adjusted in accordance with CW 3210 including replace, remove or add precast concrete riser sections and compacted granular backfill as required.

E13.3 All surface utilities are to be provided with cast in place concrete isolation collars as per standard City of Winnipeg details and as per the Drawings. Collar dimensions and forms are to be confirmed on Site by Contract Administrator prior to construction. Installation of new and renewal of existing isolation collars are incidental to the Work.

E14. REMOVALS

E14.1 Further to Specification CW 3110 and due to the extent and nature of underground services in the street right-of-way, the Contractor shall be permitted to use only backhoe type equipment when excavating sub-grade material.

E14.2 Further to Specifications CW 3230 and CW 3235, the Contractor shall sawcut and remove existing concrete sidewalk paving as shown on the Drawings and as directed by the Contract Administrator. The removal shall include all existing concrete and base course where applicable.

Description

E14.3 This Specification shall cover the removal and/or relocation of existing:

- (a) Concrete pile cap;
- (b) Concrete sidewalk;
- (c) Patio slabs;
- (d) Unit paving;
- (e) Site furniture;
- (f) Removal of unsuitable subgrade and replacement with compacted limestone base.

E14.4 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work hereinafter specified.

Equipment

E14.5 All equipment shall be of a type approved by the Contract Administrator and shall be kept in good working order.

Construction Methods

E14.6 The Contractor shall restrict his activities strictly to within the limits of the Works, unless receiving prior written approval from the Contract Administrator.

E14.7 The Contractor shall breakout, remove and dispose of existing pile caps for illuminated signs as indicated on the drawings for installation of base for totem signs.

E14.8 The Contractor shall remove, stockpile and/or deliver of existing unit pavers and patio slabs where shown on the drawings. Disposal of sand setting bed and base as required for new construction is incidental to the Work.

E14.9 Contractor to regrade and add compacted granular base material as required to relevel area of unit paving as shown on the Drawings to provide a straight slope for building face to back of curb. All base material and compaction to be to CW3110. Placement and compaction are incidental to the Work.

E14.10 Contractor to relocate existing waste receptacles and benches to remain as shown on the drawings. Store in safe location during construction. Relocation of site furniture is incidental to the Work.

- E14.11 The Contractor shall ensure that upon completion of the removal operations, the Site shall be left free of any hazardous depressions and in a neat condition.
- E14.12 If required and at locations directed by the Contract Administrator, the Contractor shall excavate and remove unsuitable subgrade material and replace it with compacted granular material in accordance with Specification CW3110.

Method of Measurement

- E14.13 Removal of concrete pile cap will be measured on a per unit basis for Work completed in accordance with this Specification as determined by the Contract Administrator.
- E14.14 Removal of concrete sidewalk paving will be measured on an area basis for Work completed in accordance with this Specification as determined by the Contract Administrator.
- E14.15 Removal, stockpiling and delivery of existing patio slabs will be measured on an area basis for Work completed in accordance with this Specification as determined by the Contract Administrator.
- E14.16 Removal and stockpiling of existing unit paver will be measured on an area basis for Work completed in accordance with this Specification as determined by the Contract Administrator.
- E14.17 Releveling of unit paver will be measured on an area basis for Work completed in accordance with this Specification as determined by the Contract Administrator.
- E14.18 Removal of unsuitable subgrade and replacement with compacted granular base will be measured on a volume basis. The total number of cubic metres to be paid for shall be the total number removed and replaced in accordance with this Specification as computed from measurements made by the Contract Administrator.

Basis of Payment

- E14.19 Removal of asphalt paving will be paid for at the contract unit price for "Breakout, remove and dispose of concrete pile cap", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this Specification.
- E14.20 Removal of concrete sidewalk paving will be paid for at the contract square metre price for "Sawcut, remove and dispose of concrete sidewalk", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this Specification.
- E14.21 Removal, stockpiling and delivery of patio slabs will be paid for at the contract square metre price for "Remove and deliver patio slabs", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this Specification.
- E14.22 Removal and stockpiling of unit paver will be paid for at the contract per square metre price for "Remove and stockpile unit paver", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this Specification.
- E14.23 Releveling of unit paver will be paid for at the contract per square metre price for "Relevel area of unit paver on granular base", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this Specification.

E14.24 Removal of unsuitable subgrade and replacement with compacted granular base will be paid for at the contract unit price per cubic meter for "Remove existing unsuitable subgrade and replace with compacted granular base" as specified herein, which price shall be payment in full for performing all operations herein described (including salvaging mesh for reinstallation where noted) and all other items incidental to the Work included in this Specification.

E15. EXCAVATION AND SITE GRADING

General

E15.1 The "General Conditions and Supplemental Conditions" of this Specification and all documents listed in the Tender shall apply to and govern all phases of the Work hereinafter specified and/or shown on the Drawings.

Scope of Work

Work Included

E15.2 The Work of this section comprises the furnishing of all labour, equipment and materials required to complete the Site grading and related Work including, but not necessarily confined to, the following:

- (a) Excavation and Grading of the existing Site to the design requirements noted on the Drawings, approved on Site by the Contract Administrator, less the appropriate surface finish allowance.

Work Not Included

- a) Excavation for Electrical Installation.

Protection

E15.3 Prevent damage to surface or underground utility lines, sods, existing trees to remain, etc. which are to remain. The Contractor shall take special care to protect the existing trees, including root systems and trunks. Make good any damage.

Removals

E15.4 The Contractor shall restrict his activities strictly to within the limits of the Works, unless receiving prior written approval from the Contract Administrator. The Contractor shall take all precautions to prevent damage to traffic structures, pole lines, adjacent property and he shall be liable for any damages occurring in the performance of this Work.

E15.5 The Contractor shall load and haul all rubbish and all other surface litter from the Site and dispose of these materials at dumps located by the Contractor and approved by the Contract Administrator. Any materials dropped or spilled on any streets during the hauling operations shall be promptly cleaned up by and at the expense of the Contractor, to the satisfaction of the Contract Administrator.

E15.6 The Contractor shall ensure that upon completion of the removal operations, the Site is left in a neat condition free from debris, etc.

Materials

E15.7 Excavated or graded material to be approved before use as fill for grading work. Protect such approved material from contamination.

Earthwork and Grading

- E15.8 The Contractor shall construct the Site within the limits indicated to the design elevations and gradients noted on the Drawings, less the appropriate surface treatment depths specified and shall excavate, remove and dispose of all unsuitable materials of whatever nature encountered.
- E15.9 The Contractor shall construct all subgrades in accordance with Specification CW 3110. This shall include the use of sheep's foot or other suitable compaction equipment as approved by the Contract Administrator to achieve a minimum compaction of 98% Standard Proctor Density below concrete sidewalk, and 95% Standard Proctor Density in all other areas disturbed under this Contract.
- E15.10 The Contractor is advised that there may be a surplus of fill on the Site after the design subgrade level has been achieved. All surplus material will be disposed of as previously stated. No direct payment will be made for disposing of surplus fill as all costs for this Work shall be included in the lump sum price for Excavation and Grading.
- E15.11 Following earth moving, rough grading and compaction, the Work areas shall be fine graded to provide a maximum deviation of 50mm in 10m 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 50mm in maximum dimensions.
- E15.12 The Contractor shall construct the subgrade surface to the following depths below the design grades shown on the Drawings for each area:
- | | | |
|----|------------------------------------|-------|
| 1. | Sod | 100mm |
| 2. | Concrete Sidewalk | 150mm |
| 3. | Concrete Sidewalk with Unit Paving | 223mm |
- E15.13 The Contractor is advised that all Work under this section is incidental to the unit prices bid under this contract.

E16. CONCRETE CURB RENEWAL

- E16.1 All work to be in accordance with CW 3240.

Measurement and Payment

- E16.2 Further to CW 3240 item 4.3 Concrete Curb Renewal:
- E16.2.1 Items of work:
- E16.2.2 Concrete Curb Renewal
- (i) 150mm ht. Barrier Curb as per SD 206A
 - (ii) Ramp curb as per SD 229E

E17. CAST-IN-PLACE CONCRETE

General

- E17.1 The "General Conditions and Supplemental Conditions" of this Specification and all documents listed in the Quotation shall apply to and govern all phases of the Work hereinafter specified and/or shown on the Drawings.

Scope of Work

Work Included

- E17.2 The Work of this section comprises the furnishing of all labour, equipment and materials required to complete the supply and installation of cast-in-place concrete slabs and footings as shown on the drawings and as hereinafter specified, including, but not necessarily confined to the following:
- (a) Excavation.
 - (b) Granular Fill work as required.
 - (c) Supply, erection and removal of all formwork as required.
 - (d) Design of concrete mixes.
 - (e) Supply, placing and curing of concrete for one Illuminated Signage Pile and Pile Cap as shown on the drawings. Co-ordinate manufacturer of sign structure as required.
 - (f) Supply, placing and curing of concrete of base for bus stop totem as shown on the Drawings. Co-ordinate manufacturer of sign structure as required.
 - (g) Supply, placing and curing of concrete of base for bus stop flag as shown on the Drawings. Co-ordinate manufacturer of sign structure as required.
 - (h) Supply, placing and curing of concrete of base for TIP kiosk as shown on the Drawings. Co-ordinate manufacturer of sign structure as required.
 - (i) Supply, placing and curing of concrete of base for heated shelters as shown on the Drawings. Co-ordinate manufacturer of sign structure as required.
 - (j) Supply, placing and curing of concrete base for power pedestal. Co-ordinate manufacturer of pedestal.
 - (k) Co-ordination of the installation of all electrical and other items to be installed in the concrete works by other trades.
 - (l) Detailing, supply and placing of reinforcing.
 - (m) Clean-up.

Work Not Included

- E17.3 The following items of Work are specified under other sections of the specifications and are not included in this section:
- (a) Supply of miscellaneous metal anchors, bolts, inserts, bases, etc.

Materials

- E17.4 Concrete for cast-in-place power pedestal, shelter, kiosk, totem, and flag bases as follows:
- Cement: Type 50
 - Max. Coarse Aggregate: 20mm
 - Min Compressive Strength at 28 days +35Mpa
 - Min. Cement Content: 310 kg/cu.m
 - Max. Water Cement Ratio: 0.45
 - Class of Exposure: C-2
 - Max. Slump: 90mm ± 20mm
 - Air Content: 5 to 8%
 - Flyash content: Max. 15% of Cementitious Material

- E17.5 Fine aggregate shall consist of natural sand or manufactured sand and shall conform to all requirements of CAN3.A23.1.

- E17.6 Coarse aggregate shall consist of hard, strong, uncoated durable particles of crushed stone, gravel or approved combination thereof and shall be free from an excess of thin, elongated or soft pieces, frozen lumps, vegetable matter or other deleterious matter, and shall conform with all the requirements of CAN3-A23.1. Maximum size of coarse aggregate shall be 20 mm.
- E17.7 Water for concrete shall be clean and free from injurious amounts of oil, acid, alkali, salts, silt, organic matter or other deleterious matter. The quality of the water shall be equal to or better than that of potable water.
- E17.8 A non-detergent type of air-entraining admixture, supplied in liquid form, shall be metered into the mix. The total air in the placed concrete shall be 5 – 8%
1. Reinforcing steel shall be grade 400 deformed bars. Detailing of reinforcing steel shall be in accordance with ACI 315. All bars, which require bending, shall be bent in shops.
- E17.9 All reinforcing steel shall be straight, clean and free from paint oil, mill scale, excess rust and any injurious defects, which may affect its strength or bond.
- E17.10 Ends of reinforcing steel intended for bonding that are to be left exposed for some time shall be protected from injury, oils or moisture.
- E17.11 Bonding agent shall be Sternson ST 431 Epoxy Bonding Agent.
- E17.12 The City may engage a fully qualified Inspecting Engineer and Testing Laboratory to:
- (a) Inspect the pile excavations to determine that they have been augured to the specified depth, are of the specified size, are clean and level, and meet the design criteria.
 - (b) Take test cylinders during concrete placing and carry out compression tests to determine whether concrete produced complies with these Specifications.
 - (c) Take compaction tests of compacted granular subbase and subgrade material.
 - (d) Submit reports to the Contract Administrator of all materials, concrete, and caisson tests and inspections.
- E17.13 Three concrete test cylinders to be taken for pile cast. One cylinder from each group shall be tested at 7 days, one at 14 days and the remainder at 28 days. Sampling and testing procedures shall be according to CAN3-A23.1 latest edition.

Metal Anchor Bolts and Bases

- E17.14 Contractor to install metal anchor bolts supplied by sign manufacturer into concrete bases. Bolts are to be installed using template provided. Ensure bolts are installed as per sign manufacturer's requirements. Installation of anchor bolts is incidental to the unit prices bid for concrete bases.
- E17.15 Contractor to install metal bases as supplied by the sign manufacturer following curing of concrete bases. Metal bases are to be installed plumb and level, Contractor is to use stainless steel washers to level bases as required. Contractor to notify Contract Administrator immediately if any bases are delivered damaged. Damaged units are to be replaced by sign manufacturer at no cost to Contractor or City of Winnipeg. Installation of metal bases is incidental to the unit prices bid for concrete bases.

Excavation for Piling

- E17.16 Excavation for the pile shall be done by auguring to the sizes shown on the Drawings. Water jetting methods of excavation will not be permitted. The bearing surface shall be inspected and any loose material shall be cleaned out prior to casting concrete.

- E17.17 If, in the opinion of the Contract Administrator, casing is required to prevent the sides of the augured hole from sloughing in the casing shall be supplied and installed, at no cost to the City. Sleeving will not be allowed for piles less than 600 mm diameter. The diameter of casing supplied shall be equal to the specified diameter of the foundation being constructed. If required, overboring shall be carried out to allow the installation of the casing, if so approved by the Contract Administrator. No additional payment will be made for overboring. The casing shall be designed to withstand installation, withdrawal and earth pressure forces. The casing shall be withdrawn as the concrete is poured ensuring that the casing is at least 1 metre below the top of the freshly placed concrete until all concrete in the foundation is placed.
- E17.18 The pile excavation shall be kept dry at all times. The Contractor shall have on hand sufficient pumps to satisfy this requirement.
- E17.19 Rocks or boulders hindering the continuation of drilling shall be removed in whole or part, using approved methods.
- E17.20 If the excavation for the pile varies from the location shown on the drawing by more than 75 mm (3"), the excavation shall be enlarged so that the centreline of the reinforcing cage is within 75 mm (3") of its specified location and 75 mm (3") of concrete cover to the reinforcing steel is maintained.

Pile Concrete Work

- E17.21 The pile concrete shall be cast no later than 24 hours after the excavation has been completed.
- E17.22 The reinforcing cage shall be placed in the pile excavation prior to starting the concreting. Spacers shall be provided to keep the reinforcing cage in its correct location.
- E17.23 Reinforcement shall be clean, and free from all coatings, including ice, loose rust, dried concrete, which tend to reduce bond.
- E17.24 Reinforcement shall be formed accurately and secured in pile shaft and to required ties and spacers with annealed wire ties or suitable clips so that position and concrete cover, as called for on drawings is assured.
- E17.25 Vertical or bent bars shall extend above the top of pile shaft as shown to provide anchorage for the grade beam.
- E17.26 Reinforcing bars kinked, twisted, bent past a right angle, or reduced in cross section, will be rejected.
- E17.27 Concrete consistency shall be such that concrete works readily into corners and around reinforcement without segregation of materials or the collection of free water on the surface.
- E17.28 Do not place concrete until piles, shafts, and/or bells have been inspected.
- E17.29 Place concrete using "elephant trunk" or special chutes which will prevent segregation of materials, ensure a practically continuous flow of concrete at the delivery end, and limit the vertical height of free fall of the concrete to 3 metres.
- E17.30 Concrete placing shall be continuous from bottom to top of pile or caisson, and puddling or rodding carried on constantly to bring air bubbles to the surface and produce a uniform, homogeneous structure.
- E17.31 Mechanical vibration shall be carried out continuously during placing of concrete in piles.
- E17.32 Work concrete completely around reinforcement by rodding, spading and mechanical vibration. Vibrators shall vibrate at not less than 5000 impulses per minute and shall be operated by personnel experienced and qualified in their use.

- E17.33 Finish exposed pile tops smooth and level at elevations shown on Drawings. Form top of pile or shaft as required.
- E17.34 Concrete shall be kept moist for at least the first 7 days after placing and the temperature of the concrete maintained above 10°C during this time.
- E17.35 If upper soil stratum is dry and there is danger of the concrete losing moisture thereto, water shall be added to the soil by forming a depression around the pile top and ponding continuously for a period of 7 days.
- E17.36 Whenever the temperature of the surrounding air is below or is likely to fall below 5°C during the 4 day period immediately following concrete placing, artificial heating, housing and/or protective covering shall be provided for the pile tops to maintain concrete temperature at or above 10°C.
- E17.37 No dependence shall be placed on salt or other chemicals for the prevention of freezing.

Placing of Concrete for Slab

- E17.38 Placing of concrete shall be in accordance with CAN3-A23.1
- E17.39 No concrete shall be placed until formwork, insulation, reinforcing steel, sleeves, hangers, anchors, inserts, etc., required to be built into the concrete have been inspected by the Contract Administrator.
- E17.40 Before placing concrete on bearing strata, notify the Contract Administrator so that she may make an inspection of the exposed bearing surface.
- E17.41 No concrete shall be placed in water or upon frozen surfaces.
- E17.42 Before placing any concrete, all debris shall be removed, forms shall be thoroughly oiled except where form oil will be detrimental to the finished surface. Equipment shall be cleaned or of hardened concrete and foreign material.
- E17.43 All concrete shall be thoroughly vibrated during pouring. Precautions shall be taken to prevent separation or loss of ingredients while transporting the concrete. At no time shall concrete be allowed to a free fall of more than 1.5 m.
- E17.44 Conveying equipment shall be on temporary runways built over the floor system and runway supports shall not bear upon the fresh concrete.
- E17.45 Placement of concrete shall be carried out as a continuous operation until the placing of an individual section is completed. Concrete shall be carefully worked around reinforcement and embedded fixtures, along surfaces and into corners of forms. Vibrators shall be used, and operated under experienced supervision; forms must be constructed to withstand their action.
- E17.46 The Contractor is advised that no joints will be allowed in the slab except as directed on Site in conjunction with the Contract Administrator.

Cold Weather Concreting

- E17.47 The protection of concrete and concreting operations during cold weather shall be in accordance with CSA A23.1
- E17.48 Equipment for heating concrete after placement must be in operation before pouring is commenced. Provide sufficient thermometers to be placed in accordance with the Contract Administrator's instructions. Tarpaulins shall not be placed directly on the surface of slabs. Indirect light units only shall be used.

Clean Up and Damage

- E17.49 Immediately on completion of base, shelter base, and slab, Contractor shall remove from Site all equipment, timbers, shores, excavated material, unused concrete, rubbish, etc., caused by his operations, and leave the Site clean.
- E17.50 The Contractor shall be responsible for making good all areas damaged by his operations in connection with this Contract regardless of the limits of the Contract as shown on the Drawings.

Method of Measurement

Concrete Works

- E17.51 The following items will be measured on a per item basis:
- (a) Supply and Installation of Illuminated Transit Signage Concrete Piles and Pile Caps;
 - (b) Supply and installation of concrete base for bus stop totem;
 - (c) Supply and installation of concrete base for TIP kiosk;
 - (d) Supply and installation of concrete base for bus stop flag; and
 - (e) Supply and installation of concrete base for power pedestal.
- E17.52 The number of units to be paid for shall be the total number of units supplied in accordance with the Specifications and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator.
- E17.53 No adjustments in price will be made should actual pile or base lengths in place be lesser or greater than anticipated by the Contractor or indicated on the Drawings.
- E17.54 Supply and installation of concrete base for heated shelter will be measured on an area basis. The surface area to be paid for shall be the total number of square metres supplied in accordance with the specifications and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator.

Basis of Payment

- E17.55 Supply and installation of concrete base for bus stop totem will be paid for at the contract unit price per item for "Supply and install concrete base for bus stop totem", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this Specification.
- E17.56 Supply and Installation of concrete base for TIP kiosk will be paid for at the contract unit price per item for "Supply and install concrete base for TIP kiosk", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this Specification.
- E17.57 Supply and Installation of concrete base for bus stop flag will be paid for at the contract unit price per item for "Supply and install concrete base for bus stop flag", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this Specification.
- E17.58 Supply and Installation of concrete base for power pedestal will be paid for at the contract unit price per item for "Supply and install concrete base for power pedestal", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this Specification.

- E17.59 Supply and Installation of concrete base for heated shelters will be paid for at the contract unit price per square metre for "Supply and install concrete base for heated shelters", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this Specification.
- E17.60 Supply and Installation of C.I.P. concrete pile and pile cap will be paid for at the contract unit price per item for "Supply and install CIP concrete pile and pile cap for illuminated sign", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this Specification.

E18. CONCRETE SIDEWALK

- E18.1 All Work in this section shall be to City of Winnipeg Specification CW 3325 for Supply and Installation of Concrete Sidewalk.
- E18.2 Blockouts for all paving bands in sidewalk to be constructed as per the Drawings. All forming is incidental to the unit price bid for concrete sidewalk.
- E18.3 Thickened edge of sidewalk will be incidental to the unit prices bid for concrete sidewalk.
- E18.4 Where concrete sidewalk is to be installed as an overlay over existing concrete a bonding agent is to be used to ensure adhesion of concrete overlay to substrate. Concrete overlay is to be a minimum of 73mm thick and the surface elevation is to match the existing adjacent paving.

Method of Measurement

- E18.5 Supply and installation of concrete sidewalk will be measured on an area basis. The surface area to be paid for shall be the total number of square metres supplied in accordance with the specifications and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator.
- E18.6 Supply and installation of concrete sidewalk over existing concrete will be measured on an area basis. The surface area to be paid for shall be the total number of square metres supplied in accordance with the specifications and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator.

Basis of Payment

- E18.7 Supply and installation of concrete sidewalk will be paid for at the contract square metre price for "Supply and install concrete sidewalk", measured as specified herein, which price shall be payment in full for supplying all materials including compacted base course as required and performing all operations herein described and all other items incidental to the Work included in this specification.
- E18.8 Supply and installation of concrete sidewalk over existing concrete will be paid for at the contract square metre price for "Supply and install concrete sidewalk over concrete base", measured as specified herein, which price shall be payment in full for supplying all materials including compacted base course as required and performing all operations herein described and all other items incidental to the Work included in this specification.

E19. INTERLOCKING PAVING STONES

Description

- E19.1 Further to CW 3335 this Specification shall cover the:
- (a) reinstallation of stockpiled interlocking paving stones (unit pavers),

- (b) supply and installation of interlocking paving stones (unit pavers),
- (c) supply and installation of sand setting bed,
- (d) supply and installation of grout,

E19.2 Delivery of unused stockpiled interlocking paving stone.

E19.3 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary or and incidental to the satisfactory performance and completion of all Work as hereinafter specified.

Materials

E19.4 Concrete interlocking paving stones (unit pavers) shall be Holland Stone Pavers, supplied by Barkman Concrete, contact Wayne Wiebe, phone 667-3310, as shown on the Drawings and as follows:

- (a) Blue Holland Stone 105x210x60mm
- (b) Natural Holland Stone 105x210x60mm
- (c) Natural Holland Square Stone 210x210x60mm

E19.5 Sand:

- (a) Clean brick sand as joint filler.
- (b) Clean brick sand as minimum 13mm depth setting bed

E19.6 Grout:

- (a) Grout as specified hereinafter shall be used for grouting paving stone and brick in areas indicated on the drawings. The grout shall have a compressive strength of 25 MPA at 28 days, determined on 50 mm cubes stored and tested in accordance with ASTM C109, and shall consist of normal Portland cement, sand and water.
- (b) The water-cement ratio shall be kept in the range of 0.45 to 0.55.
- (c) The grout shall have between 3% and 5% entrained air.
- (d) Acryl-Stik or approved equal to be used in grout at approximately 4 litres Acryl-Stik to 3 litres water.
- (e) Admixtures to be used in the grout shall be supplied in accordance with the requirements of the City of Winnipeg Standard CW 3310.
- (f) The grout shall be of a consistency suitable for the application intended as approved by the Contract Administrator.
- (g) The Contractor shall provide the Contract Administrator with a mix design statement certifying the constituent materials and mix proportions that will be used in the grout for approval prior to construction.

Construction Methods

E19.7 Interlocking paving stones shall be installed in block out in concrete sidewalk or on granular base as per the Drawings.

Installation

E19.8 Contractor to install stockpiled pavers prior to supply and installation of new pavers.

E19.9 Install sand setting bed for pavers on granular base as shown on the Drawings.

- E19.10 Contractor to verify the exact dimensions of pavers and panels prior to construction of block outs in concrete sidewalk.
- (a) Install concrete sidewalk as specified on Drawings.
 - (b) Install sand bed to minimum 13mm depth as specified on Drawings. Adjust depth of pavers under areas to be relevelled to ensure surface of pavers is flush with adjacent paving.
 - (c) Do not compact setting bed prior to installation of pavers.
 - (d) Spread only sufficient area which can be covered with pavers same day.
 - (e) Lay pavers on sand bed hand tight.
 - (f) In areas where pavers are to be grouted in place clean existing concrete, install grout bed and then place pavers on grout.
 - (g) Grout between pavers as required to ensure stability.
 - (h) Remove adjacent pavers in bands as required to ensure that bricks do not require cutting on straight bands.
 - (i) Where paving pattern is interrupted by vertical structural elements pavers must be sawcut and fit true and hand tight.
 - (j) Commence installation of pavers against edge to obtain straightest possible course for installation.
 - (k) Pavers shall be cut with a saw only, to obtain true even undamaged edges. Chipped pavers are unacceptable.
 - (l) Crews shall Work on installed pavers, not on sand layer.
 - (m) Spread and fine grade brick sand over paving surface and sweep into joints, in several directions. Sand is incidental to the price for supply and installation of pavers.
 - (n) Compact pavers with vibratory plate compactor having mass of at least 113kg. Compaction is incidental to the price for supply and installation of paving stone.
 - (o) Sweep remaining sand over all paving areas and remove from Site.
 - (p) Replace at no extra cost all whole or cut stones marked as unacceptable.
 - (q) Remove cracked, chipped, broken or otherwise damaged paving materials from Site immediately.
 - (r) Upon completion, clean in accordance with manufacturer's recommendations.

Method of Measurement

- E19.11 Reinstallation of stockpiled interlocking paving stones will be measured on a surface area basis. The surface area to be paid for shall be the total number of square metres installed in accordance with the Drawings and Specifications and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator.
- E19.12 Supply and installation of interlocking paving stones will be measured on a surface area basis. The surface area to be paid for shall be the total number of square metres installed in accordance with the Drawings and Specifications and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator.

Basis of Payment

- E19.13 Reinstallation of stockpiled interlocking paving stones will be paid for at the Contract Unit Price per square metre for "Reinstall Stockpiled Interlocking paving stones" measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this Specification.

E19.14 Supply and installation of interlocking paving stones will be paid for at the Contract Unit Price per square metre for "Supply and install interlocking paving stones" measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this Specification.