



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 642-2013**

**SAIGON PARK RENOVATIONS**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SAIGON PARK RENOVATIONS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 4, 2013.

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

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

### **B3. SITE INVESTIGATION**

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

### **B4. ENQUIRIES**

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

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

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

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

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

### **B5. CONFIDENTIALITY**

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

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

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

## **B6. ADDENDA**

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B6.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.2.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B7. SUBSTITUTES**

- B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

- B7.6.1 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/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B15.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B7.10 Notwithstanding B7.2 to B7.9, and in accordance with B8.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B15.1(a).

## **B8. BID COMPONENTS**

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B8.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg, MB R3B 1J1
- B8.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B8.6 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B15.1(a).
- B8.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204 949-1178.
- B8.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B8.8.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

**B9. BID**

B9.1 The Bidder shall complete Form A: Bid, making all required entries.

B9.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

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

B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B9.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B9.4.2 All signatures shall be original.

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

**B10. PRICES**

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

B10.1.1 Notwithstanding C12.2.3(c), prices on Form B: Prices shall not include the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B11. QUALIFICATION**

### **B11.1 The Bidder shall:**

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

### **B11.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:**

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

### **B11.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:**

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);

### **B11.4 Further to B11.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractors has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:**

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

### **B11.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.**

### **B11.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.**

## **B12. OPENING OF BIDS AND RELEASE OF INFORMATION**

### **B12.1 Bids will not be opened publicly.**

### **B12.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>**

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

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

### **B13. IRREVOCABLE BID**

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

B13.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

### **B14. WITHDRAWAL OF BIDS**

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

B14.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

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

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Bid withdrawn.

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

### **B15. EVALUATION OF BIDS**

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

- (a) compliance by the Bidder with the requirements of the Bid Opportunity or acceptable deviation there from (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

B15.2 Further to B15.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.

- B15.3 Further to B15.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B15.4 Further to B15.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices adjusted, if necessary, as follows:
- (a) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder is within the budgetary provision for the Work, no adjustment will be made to the Total Bid Price; or
  - (b) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder exceeds the budgetary provision for the Work, the Total Bid Prices of all responsive Bids submitted by responsible and qualified Bidders will be adjusted by progressively deducting item(s) 6, in the order listed, until a Total Bid Price within the budgetary provision is achieved.
- B15.4.1 Further to B15.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

## **B16. AWARD OF CONTRACT**

- B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B16.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B16.2.1 Without limiting the generality of B16.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B16.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B15.
- B16.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B16.4 Notwithstanding C4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B16.5 The Contract, as defined in C1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

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

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

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

#### **D2. SCOPE OF WORK**

D2.1 The Work to be done under the Contract shall consist of ^

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

- (a) Concrete sidewalk paving;
- (b) Unit paving on concrete sidewalk base;
- (c) Reinforced concrete platform stage;
- (d) Electrical works and lighting;
- (e) Stockpiling, fabrication and installation of Site Furniture
- (f) Placement of Topsoil

#### **D3. CONTRACT ADMINISTRATOR**

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

Mr. Aaron Hirota  
Senior Landscape Architect

Telephone No. 204 956-0396

Facsimile No. 204 956-1265

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

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

#### **D4. CONTRACTOR'S SUPERVISOR**

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

#### **D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

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

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and

(c) any statement of fact or opinion regarding any aspect of the Contract.

D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

## **D6. NOTICES**

D6.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the facsimile number identified in D3.1.

D6.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg  
Chief Financial Officer

Facsimile No.: 204 949-1174

D6.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg  
Legal Services Department  
Attn: Director of Legal Services

Facsimile No.: 204 947-9155

## **SUBMISSIONS**

### **D7. AUTHORITY TO CARRY ON BUSINESS**

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

### **D8. SAFE WORK PLAN**

D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

### **D9. INSURANCE**

D9.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a

cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;

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

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.

D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

## **D10. PERFORMANCE SECURITY**

D10.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

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

D10.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D10.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

## **D11. SUBCONTRACTOR LIST**

D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

## **SCHEDULE OF WORK**

### **D12. COMMENCEMENT**

- D12.1 The Contractor shall not commence any Work until he/she is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.
- D12.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D7;
    - (ii) evidence of the workers compensation coverage specified in C6.15;
    - (iii) the Safe Work Plan specified in D8;
    - (iv) evidence of the insurance specified in D9;
    - (v) the performance security specified in D10; and
    - (vi) the Subcontractor list specified in D11.
  - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D12.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.
- D12.4 The City intends to award this Contract by September 18, 2013
- D12.4.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

### **D13. SUBSTANTIAL PERFORMANCE**

- D13.1 The Contractor shall achieve Substantial Performance by October 28, 2013.
- 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 November 4, 2013.
- D14.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D14.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

## **D15. LIQUIDATED DAMAGES**

- D15.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City ^ dollars (\$1000.00) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.
- D15.2 The amount specified for liquidated damages in D15.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **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/she 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).

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

- D18.1 Further to B11.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B11.4.

## **MEASUREMENT AND PAYMENT**

### **D19. INVOICES**

- D19.1 Further to C12, the Contractor shall submit an invoice for each portion of Work performed. to:  
The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: 204-949-0864  
Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)
- D19.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
  - (b) date of delivery;

- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D19.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D19.4 Bids Submissions must be submitted to the address in B8.5.

**D20. PAYMENT**

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

**D21. PAYMENT SCHEDULE**

D21.1 Further to C12, payment shall be in accordance with the following payment schedule:

- (a) Monthly progress billings for all works

**WARRANTY**

**D22. WARRANTY**

D22.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D22.2 Notwithstanding C13.2 or D22.1, 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.

D22.2.1 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 D10)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

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

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

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

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

BID OPPORTUNITY NO. 642-2013

SAIGON PARK RENOVATIONS

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNED AND SEALED  
in the presence of:

\_\_\_\_\_  
(Witness as to Principal if no seal)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)**  
(See D10)

\_\_\_\_\_  
(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 642-2013  
SAIGON PARK RENOVATIONS

Pursuant to the request of and for the account of our customer,

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

\_\_\_\_\_ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

\_\_\_\_\_  
(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

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

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

\_\_\_\_\_  
(Date)

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

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

This credit is subject to the Uniform Customs and Practice for Documentary Credit (2007 Revision), International Chamber of Commerce Publication Number 600.

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)



## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:

| <u>Drawing No.</u> | <u>Drawing Name/Title</u> |
|--------------------|---------------------------|
| L0                 | Removals Plan             |
| L1                 | Layout Plan               |
| L2                 | Details                   |
| E1                 | Electrical Plan           |

### GENERAL REQUIREMENTS

#### E2. SITE CONDITION

- E2.1 The Contractor shall examine the Site and make themselves familiar with the existing conditions (both above and below grade) and nature of Work to be done.
- E2.2 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.
- E2.3 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.

#### E3. LAYOUT OF WORKS

- E3.1 The Contractor will Work from layout information provided in the construction drawings and will be responsible to provide a full time experienced survey crew to layout and continuously check the locations and elevations of all components and paving patterns of the Work included in this Contract.
- E3.2 The Contractor must provide all necessary survey equipment in good operating conditions.
- E3.3 The Contractor shall supply all materials (painting, stakes, ribbon, markers, etc) and labour necessary for the accurate location and setting out of the Work.
- E3.4 From time to time the Contract Administrator may have a survey crew on the Site, but they will check the Work done by the Contractor's survey personnel only. The checking of the Work by the City's surveyors will not relieve the Contractor of any responsibility of the correctness of the Work. Should any structure or paving or any part thereof be installed in any location other than that shown on the Drawings, then the error shall be rectified by the Contractor all at his own expense and at the satisfaction of, and in a manner specified by the Contract Administrator.

E3.5 All costs associated with this item of Work shall be included in the unit prices bid for the supply and installation of the various items in the contract.

#### **E4. PROTECTION OF THE SURVEY INFRASTRUCTURE**

E4.1 Notwithstanding clause 4 "Protection of Survey Bars" of the Standard Provisions; Current legislation, The Surveys Act, places the onus on those undertaking construction to protect the Survey Infrastructure from damage as a result of their activity.

E4.2 Further to C:6.26 (g), at least 72 hours prior to the commencement of the On-Site Work the Contractor shall contact the City of Winnipeg, Geomatics Services Branch at 918-1360 (8:00 am to 4:00 pm Monday to Friday excluding holidays) to obtain underground clearance. Geomatics Services will locate and mark all known outline survey monuments and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.

E4.3 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.

E4.4 Survey monuments and geodetic control monuments at or adjacent to the Site, not in the line of the proposed construction that are damaged or disturbed by the Contractor shall be replaced or relocated by the City or its agent and all associated costs shall be paid for by the Contractor. An approximate estimate of the costs involved to restore a legal survey monument is \$1,000 per bar and \$3,000 per control monument. Contractors must ensure their landscaping and other subcontractors are aware of this clearance procedure and the potential restoration costs.

E4.5 Where possible, amounts owed to the City in accordance with the above will be deducted from any payments to be made by the City to the Contractor.

#### **E5. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT**

E5.1 Further to CW 1130-R1, 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 Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by him at his own expense, to the satisfaction of the Contract Administrator.

E5.2 Ambulance/ Emergency vehicle access must be maintained at all times.

#### **E6. CONSTRUCTION FACILITIES AND STAGING**

E6.1 The Contractor shall be responsible for providing his own storage area for storage and handling of all his construction operations. The use of public right-of-ways will not be allowed.

#### **E7. ALL-WEATHER DUMP SITE**

E7.1 The Contractor shall have access to an all-weather dump site throughout the duration of the project. Prior to the start of construction, the Contractor shall provide the Contract Administrator with details in regards to the location of the all-weather dump site.

#### **E8. SURFACE RESTORATIONS**

E8.1 The Contractor shall temporarily repair any Work commenced and not completed in the 2013 construction season to the satisfaction of the Contract Administrator. The Contractor shall maintain the temporary repairs in a safe condition as determined by the Contract Administrator

until permanent repairs are completed. The Contractor shall bear all costs associated with temporary repairs and their maintenance.

#### **E9. TEMPORARY RELOCATION OF AFFECTED STRUCTURES**

E9.1 The Contractor shall temporarily relocate any portable structure such as benches, waste receptacles, picnic benches, planters, etc., which will interfere with the construction of the Work and are not identified as items to be relocated. The Contractor Administrator will identify the temporary locations for the portable structures. Following the completion of the applicable Work the Contractor shall replace the structures to the locations designated by the Contract Administrator. These relocations shall be considered incidental to the associated Works and no separate measurement for payment will be made.

#### **E10. TRUCK WEIGHT LIMITS**

E10.1 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.

#### **E11. ACCESS**

E11.1 All access is to be on the designated routes through the Site. These routes will be determined at the Pre-Construction Meeting.

E11.2 Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at his own expense and approved by the Contract Administrator.

E11.3 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 in maintained to private properties while he is working near them. Any damage caused by the negligence of the Contractor or his Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by him at his own expense, to the satisfaction of the Contract Administrator.

E11.4 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 Contract Administrator and the cost of which shall be borne entirely by the Contractor.

#### **E12. EXISTING UNDERGROUND SERVICES**

E12.1 The Contractor's attention is drawn to the existing underground lines or services that may be located in the area of the Work.

E12.2 The Contractor shall take all necessary precautions when performing the Work to ensure that no damage is done to these existing services.

E12.3 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, 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.

E12.4 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.

E12.5 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.

E12.6 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.

### **E13. EXPOSING EXISTING UNDERGROUND SERVICES AND UTILITIES**

E13.1 The exact location and depth of some of the existing underground services and utilities within the project limits are unknown.

E13.2 Therefore, the Contractor shall supply all labour, equipment and materials required to expose all underground services and/or utilities sufficiently far enough in advance of the proposed Works to permit the Contract Administrator where necessary, to adjust the alignment and grade to avoid existing lines and ducts.

E13.3 All costs in connection with this item of Work shall be included in the unit price bid for the various bid items.

### **E14. EXISTING CURB STOP BOXES**

E14.1 During the removal and installation of the concrete pavement, asphalt pathway and unit paving, the Contractor shall take all necessary precautions when Working in the vicinity of any existing curb stop boxes.

E14.2 All existing curb stop boxes not in use as determined by the Contract Administrator shall be abandoned by removing existing curb stop boxes. All costs associated with the abandoning of curb stop boxes are incidental

E14.3 Any existing curb boxes requiring final adjustments (horizontal and/or vertical) are incidental.

E14.4 Any curb stop boxes damaged as a result of the Contractor's operation shall be replaced at his own cost.

### **E15. MATCHING EXISTING GRADES**

E15.1 Wherever the proposed paving, or sod meets existing pathway/pavement, curb edge, or property line, the Contractor shall construct the proposed element to an acceptable grade, as directed by the Contract Administrator, to ensure that proper drainage and accessibility are maintained.

### **E16. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY**

E16.1 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing buildings, 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.

E16.2 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing street 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 protected as approved by the Contract Administrator.
- (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
- (d) Operation of equipment within the 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.
- (e) Work on-Site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.

E16.3 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 his/her designate.

E16.4 No separate measurement or payment will be made for the protection of trees.

#### **E17. PERMITS, NOTICES, LICENCES, CERTIFICATIONS, LAWS, AND RULES**

E17.1 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.

E17.2 The Site Development Permits (including lot grading and damage deposits) will be obtained and paid for by the City of Winnipeg Planning, Property and Development Department prior to commencement of construction. A copy of this permit will be provided to the Contractor upon award of Contract.

E17.3 The Contractor shall comply with all laws, ordinances, rules, and regulations that would relate to the Works.

#### **E18. SITE ENCLOSURES**

E18.1 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.

E18.2 Site enclosures shall be considered incidental to the Contract Work.

#### **E19. SITE RESTORATION**

E19.1 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all tools, equipment, waste, debris and surplus foundation earth to the satisfaction of the Contract Administrator. Unless otherwise specified, the Contractor shall restore all areas of the Site beyond the established limit of Work, which have been disturbed by the Contractor's operations to as good as or better than the original condition to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this Work.

## **E20. REMOVALS**

- E20.1 Further to City of Winnipeg Specifications CW 3230 and CW 3235, the Contractor shall sawcut and remove existing asphalt pavement, etc. as shown on the Drawings and as directed by the Contract Administrator. The removal shall include all existing asphalt and base courses where applicable. All work to be incidental to the unit prices bid for this Contract.

### DESCRIPTION

- E20.2 This Specification shall cover the removal of and disposal of all existing site elements, to build all work as shown on the drawings, including, but not limited to:
- (a) Planting beds and plant material;
  - (b) Asphalt paving;
  - (c) Wood edger on site;
  - (d) Select wood bollard on site;
- E20.3 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

- E20.4 All equipment shall be of a type approved by the Contract Administrator and shall be kept in good Working order.

### CONSTRUCTION METHODS

- E20.5 The Contractor shall restrict his activities strictly to within the limits of the Works, unless receiving prior written approval from the Contract Administrator.
- E20.6 Remove and dispose of wood bollards and wood edger as shown on the drawings. Fill holes from bollards with clean material suitable for finished surface, compact to 98% SPD.
- E20.7 Remove and dispose of asphalt paving including all base courses where applicable.
- E20.8 Remove and dispose of shrubs and planting beds including all root mass. Fill holes and low areas with clean material suitable for finished surface, compact to 98% SPD.
- E20.9 The Contractor shall load and haul all removed material from the Site and dispose of these materials legally at a dump 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 at the expense of the Contractor, to the satisfaction of the Contract Administrator.
- E20.10 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.
- E20.11 If required and at locations directed by the Contract Administrator, the Contractor shall excavate, remove and dispose of unsuitable subgrade material and replace it with compacted granular material in accordance with Specification CW3110.
- E20.12 The Contractor shall dispose of all unsuitable and excess materials in accordance with City of Winnipeg Specifications. Disposal is incidental to the unit prices bid.

### METHOD OF MEASUREMENT

- E20.13 Removal of existing paving and curb will be measured and paid on a lump sum basis which price shall be payment in full for completing all operations herein described and all other items incidental to the Work included in this Specification.

- E20.14 Removal of existing shrubs and planting bed will be measured and paid on a lump sum basis which price shall be payment in full for completing all operations herein described and all other items incidental to the Work included in this Specification.

## **E21. EARTHWORK AND ROUGH GRADING**

### GENERAL

- E21.1 This specification is supplemental to CW 3110 and CW 3170. The Work of this section comprises the furnishing of all labour, equipment and materials required to complete the excavation and related Work including, but not necessarily confined to, the following:
- (a) Excavation, removals, disposal, subgrade compaction and rough grading of the existing Site for the construction of concrete sidewalk, limestone paving, planting beds, etc. to the design requirements noted on the Drawings, approved on Site by the Contract Administrator, less the appropriate surface finish allowance.
  - (b) Stockpile suitable, approved material on Site for reuse (clean topsoil, clean earth fill and gravel fill). Remove and dispose of unsuitable material.
  - (c) Earthwork and Grading of the existing Site to the design elevations, less the appropriate surface finish allowance.
  - (d) Earthwork and Grading of the existing Site (cut and fill including compaction of subgrade and fill material) to ensure positive drainage in all paved areas, swales and adjacent sodded/seeded areas and planting beds.
  - (e) Supply and Install imported fill in areas as required to fill holes from excavation and ensure positive drainage.

### MATERIALS

- E21.2 All fill materials shall conform to CW 3170.

### CONSTRUCTION METHODS

- E21.3 The Contractor shall construct all sub-grades in accordance with Specification CW 3110 including removal of unsuitable excavated material and surplus materials.
- E21.4 The Contractor shall restrict his activities strictly to within the limits of the Work, unless receiving prior written approval from the Contract Administrator. The Contractor shall take all precautions to prevent damage to traffic structures, pole lines, existing trees, Site services and adjacent property and he shall be liable for any damages occurring in the performance of this Work.
- E21.5 The Contractor shall examine the Site and make themselves familiar with the existing conditions and the nature of the Work to be done.
- E21.6 Prevent damage to surface or underground utility lines which are to remain. Make good any damage.
- E21.7 The Contractor shall excavate to the design grades shown less the appropriate allowance for surface treatment and base materials and shall excavate, remove and dispose of all unsuitable materials of whatever nature encountered.
- E21.8 Excavated or graded materials to be approved before use as fill for grading Work. Protect such approved material from contamination. Stockpile in approved locations on Site. Protection and stockpiling are incidental to unit prices bid for excavation, removals and rough grading.
- E21.9 The Contractor shall ensure that upon completion of the earthwork and grading operations the Site is left in a neat condition free from debris, etc. for approval by the Contract Administrator prior to placing base courses and clean fill.

- E21.10 The design gradient as shown on the Drawings shall be considered to be straight grade between the design elevations shown.
- E21.11 Construction to the new design grades shall be accomplished by the placement of clean fill in areas as indicated on the Drawings.
- E21.12 Areas of Fill
- (a) Fill low areas in subgrade of paved areas with compacted gravel sub-base material compacted to 98% SPD. Cost incidental to unit price bid for paved areas.
  - (b) Fill low areas in sodded/planting bed areas with clean earth fill suitable for plant growth (from Site excavations or imported as required) free from roots, muskeg, organic or cohesive matter, building debris, waste materials, rubble, rubbish, frozen portions, soluble materials and rocks larger than 25mm (1") in diameter and capable of sustaining plant and seed growth. Compact to 95% S. P. D. in 150mm (6") lifts.
  - (c) Construct sodded berms, sloped areas using clean earth fill suitable for plant growth (from Site excavations or imported as required) free from roots, muskeg, organic or cohesive matter, building debris, waste materials, rubble, rubbish, frozen portions, soluble materials and rocks larger than 25mm (1") in diameter and capable of sustaining plant and seed growth. Compact to 95% S. P. D. in 150mm (6") lifts.
  - (d) Prior to placing fill over existing ground, scarify surface to depth of 150mm. Maintain fill and existing surface at approximately the same moisture content to facilitate bonding.
  - (e) No direct payment will be made for placing and grading of existing fill as all costs for this Work shall be included in the lump sum bid for excavation, removals and rough grading within the limit of the Work.
- E21.13 Compaction 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 all paved areas and rock areas, and 95% Standard Proctor Density in all other areas disturbed under this Contract.
- E21.14 The Contractor shall construct the sub-grade surface to the following depths below the grades shown on the Drawings for each area:
- |                                      |       |
|--------------------------------------|-------|
| (a) Compacted limestone paving       | 175mm |
| (b) Concrete sidewalk                | 250mm |
| (c) Unit Pavers on Concrete sidewalk | 325mm |
- E21.15 The Contractor is advised that all excavations, removals, disposal, rough grading, compaction and related Work for construction of reinforced concrete sidewalk, concrete paving, compacted limestone paving, and planting areas shall be measured as a square meter cost regardless of depth of excavation.
- E21.16 Following earth moving, rough grading and compaction the Work areas shall be fine graded to provide a maximum deviation of 50mm in 10 metres from the design grade with no low areas to 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. Fine grading is incidental to the unit prices bid for each item listed in the schedule of prices.
- E21.17 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.

#### MEASUREMENT AND PAYMENT

- E21.18 Rough grading will be measured and paid for at the contract unit price for "Rough grading", 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. 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

## **E22. ELECTRICAL WORKS**

### GENERAL PROVISIONS

- E22.1 Refer to associated drawings and specifications for electrical Work in connection therewith.
- E22.2 Furnish all labour, materials, equipment and services for the complete installation of the electrical Work as shown on the plans and specified. Complete system to operate to total satisfaction of the Contract Administrator

### MATERIALS

- E22.3 Flood lighting to be LUMENPULSE LBL 120 40K NS VS SI NO with lamp (one per pole).
- E22.4 Receptacle to be Weather-proof ground fault duplex receptacle mounted in cast FSE box and DS70G cover
- E22.5 Wire to be #12 AWG RW90. All wiring to be copper.
- E22.6 Sleeving to be rigid PVC conduit.

### EXECUTION

- E22.7 Conform with all Codes and pay all permits and Fees. Upon completion, present a "Certificate of Approval" for electrical Work from the Inspection Department.
- E22.8 Examine the Site and local conditions affecting the Work under this contract.
- E22.9 Install all Work promptly and in advance of concrete pouring and/or construction.
- E22.10 The Contractor shall be responsible to make good all "Cutting and Patching" required by his section of the Contract. Include all trenching, backfilling and surface repair. Contractor to push wires where possible at all locations.
- E22.11 All Work shall be executed in a first class and workmanlike manner. All supports, hangers, and securing devices shall be solid and substantial. All Work shall be laid out neatly in its mechanical appearance. It shall be logically arranged for simplicity of installation and accessibility.
- E22.12 Provide corrected "as-built" drawings on completion of the project. All underground services shall be indicated on as-builts and dimensioned.
- E22.13 Identify circuits/equipment with lamacoid nameplates.
- E22.14 All electrical apparatus shall be properly grounded according to the latest edition of the "Canadian Electrical Code"
- E22.15 All equipment, wiring, conduit, grounding, seals, etc., shall be in compliance with the latest edition of the "Canadian Electrical" and local "Codes". Wiring in finished grade shall be in rigid PVC conduits, complete with ground conductor.
- E22.16 Supply and install conduit in locations as per the drawings and as directed on Site by Contract Administrator.
- E22.17 Co-ordinate installation with Manitoba Hydro. Installation to conform with all utility requirements.
- E22.18 Provide ground rod and grounding connections to suit Manitoba Hydro and City of Winnipeg Inspection Department.

- E22.19 The Contractor shall carefully examine all drawings relating to the Work, to be certain that the Work under this Contract can be carried out and, prior to the submission of his/her Bid in accordance with B4, report at once to the Contract Administrator any defect, discrepancy, omission or interference affecting the work of this section or the guarantee of same.
- E22.20 The Contractor shall be responsible for any damage caused the City or their Contractors by improperly carrying out this contract.
- E22.21 The Contractor shall guarantee the satisfactory operation of all work and apparatus included and installed under this section for a period of twelve (12) calendar months after the final acceptance of the project.

#### MEASUREMENT AND PAYMENT

- E22.22 Supply and installation of Electrical work will be measured and paid for at the contract unit price for "Supply and Install Electrical", 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 and as measured on site by the Contract Administrator.
- E22.23 Supply and installation of flood lights will be measured and paid for at the contract unit price for "Supply and install flood lights", 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 and as measured on site by the Contract Administrator.
- E22.24 Supply and installation of power receptacles will be measured and paid for at the contract unit price for "Supply and install power receptacles", 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 and as measured on site by the Contract Administrator.

### **E23. CAST-IN-PLACE CONCRETE**

#### DESCRIPTION

- E23.1 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 wall, curbs, and bases as shown on the drawings and as hereinafter specified, including, but not necessarily confined to the following:
- (a) Excavation and compaction;
  - (b) Granular fill Work as required;
  - (c) Supply, erection and removal of all formwork as required;
  - (d) Design of concrete mixes;
  - (e) Supply and placing of reinforcing;
  - (f) Installation anchor bolts to be cast in place;
  - (g) Supply, placing, curing and finishing of concrete for concrete piles, grade beam, platform and bases with exposed concrete;
  - (h) Supply and installation of all joint material in concrete Work;
  - (i) Supply and Installation of compacted granular base courses not supplied by other sections;
  - (j) Clean-up.
- E23.2 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all things necessary for and incidental to the satisfactory performance and completion of all Works as hereinafter specified.

## MATERIALS

- E23.3 The Contractor shall be responsible for the supply, safe storage, and handling of all materials set forth in this Specification.
- E23.4 Handling and Storage of Materials
- E23.4.1 All materials shall be handled and stored in a careful and workmanlike manner, to the satisfaction of the Contract Administrator. Storage of materials shall be in accordance with CSA Standard A23.1-04.
- E23.5 Testing and Approval
- E23.5.1 All materials supplied under this Specification shall be subject to inspection and testing by the Contract Administrator or by the Testing Laboratory designated by the Contract Administrator. There shall be no charge to the City for any materials taken by the Contract Administrator for testing purposes.
- E23.5.2 All materials shall be approved by the Contract Administrator at least seven (7) days before any construction is undertaken. If, in the opinion of the Contract Administrator, such materials in whole or in part, do not conform to the Specifications detailed herein or are found to be defective in manufacture or have become damaged in transit, storage, or handling operations, then such materials shall be rejected by the Contract Administrator and replaced by the Contractor at his own expense.
- E23.6 Patching Mortar
- E23.6.1 The patching mortar shall be made of the same cementitious material and of approximately the same proportions as used for the concrete, except that the coarse aggregate shall be omitted and the mortar shall consist of not more than 1 part cement to 2 parts sand by damp loose volume. White Portland Cement shall be substituted for a part of the grey Portland Cement on exposed concrete in order to produce a colour matching the colour of the surrounding concrete, as determined by a trial patch. The quantity of mixing water shall be no more than necessary for handling and placing.
- E23.7 Cement
- E23.7.1 Cement shall be Type HS or HSb, high-sulphate-resistant hydraulic cement, conforming to the requirements of CSA Standard A23.1-04
- E23.8 Concrete
- E23.8.1 General
- (a) Concrete repair material shall be compatible with the concrete substrate.
- E23.8.2 The Contractor shall be responsible for the design and performance of all concrete mixes supplied under this specification. Either ready mix concrete or proprietary repair mortars, where applicable, may be used having the following minimum properties in accordance with CSA A23.1-04:
- (a) Class of Exposure: S-1
- (b) Compressive Strength @ 56 days = 35 MPa
- (c) Water / Cementing Materials Ratio = 0.4
- (d) Air Content: Category 2 per Table 4 of CSA A23.1-04 (4-7%)
- (e) Cement – shall be as specified in E23.7
- E23.8.3 Mix design for ready mix concrete shall be submitted to Contract Administrator at least two weeks prior to concrete placing operations.
- E23.8.4 The workability of each concrete mix shall be consistent with the Contractor's placement operations. Self compacting concrete may be used for the foundations.

- E23.8.5 Any proposed proprietary repair mortar shall be subject to the approval of the Contract Administrator and must meet or exceed the properties of the ready mix concrete.
- E23.8.6 The temperature of all types of concrete shall be between 15°C and 25°C at discharge. Temperature requirements for concrete containing silica fume shall be between 10°C and 18°C at discharge unless otherwise approved by the Contract Administrator.
- E23.8.7 Concrete materials susceptible to frost damage shall be protected from freezing
- E23.9 Aggregate
- E23.9.1 The Contractor shall be responsible for testing the fine and coarse aggregates to establish conformance to these specifications, and the results of these tests shall be provided to the Contract Administrator if requested. All aggregates shall comply with CSA A23.1.
- E23.9.2 Coarse Aggregate
- (a) The maximum nominal size of coarse aggregate shall be sized to suit the Contractor's mix design. Gradation shall be in accordance with CSA A23.1, Table 11, Group 1. The coarse aggregate shall satisfy the Standard Requirements specified in CSA A23.1, Table 12, "Concrete Exposed to Freezing and Thawing".
  - (b) Coarse aggregate shall consist of crushed stone or gravel or a combination thereof, having hard, strong, durable particles free from elongation, dust, shale, earth, vegetable matter or other injurious substances. Coarse aggregate shall be clean and free from alkali, organic or other deleterious matter; and shall have an absorption not exceeding 2.25%.
  - (c) The aggregate retained on the 5 mm sieve shall consist of clean, hard, tough, durable, angular particles with a rough surface texture, and shall be free from organic material, adherent coatings of clay, clay balls, and excess of thin particles or any other extraneous material.
  - (d) Coarse aggregate when tested for abrasion in accordance with ASTM C131 shall not have a loss greater than 30%.
    - (i) Tests of the coarse aggregate shall not exceed the limits for standard for requirements prescribed in CSA A23.1, Table 12, for concrete exposed to freezing and thawing.
- E23.9.3 Fine Aggregate
- (a) Fine aggregate shall meet the grading requirements of CSA A23.1, Table 10, Gradation FA1.
  - (b) Fine aggregate shall consist of sand, stone, screenings, other inert materials with similar characteristics or a combination thereof, having clean, hard, strong, durable, uncoated grains free from injurious amounts of dust, lumps, shale, alkali, organic matter, loam, or other deleterious substances.
  - (c) Tests of the fine aggregate shall not exceed the limits for standard requirements prescribed in CSA A23.1, Table 12
- E23.10 Cementing Materials
- (a) Cementing materials shall conform to the requirements of CSA A3001.
  - (b) Silica Fume
    - (i) Should the Contractor choose to include silica fume in the concrete mix design, it shall not exceed 8% by mass of cement.
  - (c) Fly Ash
    - (i) Fly ash shall be Type C1 or Type F and shall not exceed 25% by mass of cement.
  - (d) Cementitious materials shall be stored in a suitable weather-tight building that shall protect these materials from dampness and other destructive agents. Cementitious materials that have been stored for a length of time resulting in the hardening or formation of lumps shall not be used in the Work.

### E23.11 Admixtures

- E23.11.1 Air entraining admixtures shall conform to the requirements of ASTM C260.
- E23.11.2 Chemical admixtures shall conform to the requirements of ASTM C494 or C1017 for flowing concrete.
- E23.11.3 All admixtures shall be compatible with all other constituents. The addition of calcium chloride, accelerators, and air-reducing agents will not be permitted, unless otherwise approved by the Contract Administrator.
- E23.11.4 Appropriate low range water reducing and/or superplasticizing admixtures shall be used in concrete containing silica fume. Approved retarders or set controlling admixtures may be used for concrete containing silica fume.
- E23.11.5 An aminocarboxylate based migrating corrosion inhibitor admixture shall be used in concrete that will be used as a repair material that will either be in contact with or adjacent to reinforcing steel in existing concrete. Proposed admixtures shall be subject to the approval of the Contract Administrator.

### E23.12 Water

- E23.12.1 Water used for mixing concrete shall be clean and free from injurious amounts of oil, acid, alkali, organic matter, or other deleterious substances. It shall be equal to potable water in physical and chemical properties.

### E23.13 Concrete Supply

- E23.13.1 Concrete shall be proportioned, mixed, and delivered in accordance with the requirements of CSA A23.1, except that the transporting of ready mixed concrete in non-agitating equipment will not be permitted unless prior written approval is received from the Contract Administrator.
- E23.13.2 Unless otherwise directed by the Contract Administrator, the discharge of ready mixed concrete shall be completed within 120 minutes after the introduction of the mixing water to the cementing materials and aggregates.
- E23.13.3 The Contractor shall maintain all equipment used for handling and transporting the concrete in a clean condition and proper working order.

### E23.14 Reinforcing Steel

- E23.14.1 Reinforcing steel shall be deemed to include all reinforcing bars, tie-bars, and dowels.
- E23.14.2 All reinforcing steel shall conform to the requirements of CSA Standard G30.18, Grade 400 W, Billet-Steel Bars for Concrete Reinforcement. All reinforcing steel shall be new deformed billet steel bars. All bars, including ties, shall be hot-dip galvanized in accordance with CSA Standard G164 for a minimum net retention of 600 g/m<sup>2</sup>. Reinforcing steel supply and installation will be incidental to construction of concrete foundation and no separate payment will be made.

### E23.15 Anchor Bolts, Nuts, and Washers

- E23.15.1 Anchor bolts, nuts and washers shall be supplied by the site furniture manufacturers.

### E23.16 Anchor Bolt Templates

- E23.16.1 Anchor bolt templates shall be supplied by site furniture manufacturers.
- E23.16.2 Anchor bolt templates will be incidental to construction of new concrete foundation and no separate payment will be made.

### E23.17 Fibre Joint Filler

E23.17.1 Fibre joint filler shall be rot-proof and of the preformed, non-extruding, resilient-type, made with a bituminous fibre such as "Flexcell," and shall conform to the requirements of ASTM Standard D1751, or approved equal in accordance with B6.

#### E23.18 Waterproofing Membrane

E23.18.1 Waterproofing membrane shall be "Sonoshield HLM 5000 R" or approved equivalent by the Contract Administrator.

#### E23.19 Miscellaneous Materials

E23.19.1 Miscellaneous materials shall be of the type specified on the Drawings or approved by the Contract Administrator.

### CONSTRUCTION METHODS

#### E23.20 Location and Alignment of Foundations

E23.20.1 Foundation construction shall not commence until the Contractor has obtained clearance from the appropriate Utility Authorities.

E23.20.2 Foundations shall be placed in the positions shown on the Drawings and as directed by the Contract Administrator in the field.

E23.20.3 The deviation of the axis of any finished foundation shall not differ by more than 1 percent from the vertical.

#### E23.21 Buried Utilities

E23.21.1 The Contractor shall exercise extreme caution when constructing the foundations in the vicinity of existing buried utilities and buildings. The Drawings show the approximate locations of existing buried utilities. The Contractor shall be responsible for obtaining the exact location of the buried utilities from the appropriate Utility Authorities prior to installing the foundations.

E23.21.2 The proposed locations of the foundations may be changed by the Contract Administrator if they interfere with the buried utilities.

E23.21.3 The Contractor shall be responsible for all costs that may be incurred for repair/rectification of any damage caused to the existing buried utilities as a result of the Contractor's operations in constructing cast-in-place concrete foundations, as determined by the Contract Administrator.

#### E23.22 Excavation

E23.22.1 The Contractor is responsible for determining the excavation method at each foundation location.

E23.22.2 Excavations for foundations shall be made with equipment designed to remove a core of the diameter shown on the Drawings, or hydro-jet excavation to a depth to bypass and/or expose adjacent utilities.

E23.22.3 Upon reaching the required elevation, the bottom of the excavation shall be cleaned as directed by the Contract Administrator in the field.

E23.22.4 All excavated material from the foundations shall be promptly hauled away from the Site to an approved disposal area as located by the Contractor.

E23.22.5 Upon completion of the cleaning out of the bottom to the satisfaction of the Contract Administrator, the reinforcement and anchor bolts shall be set in place and the concrete poured immediately. Under no circumstances shall a hole be left to stand open after boring has been complete.

#### E23.23 Sleeving

- E23.23.1 Timber or steel sleeving shall be used to temporarily line the bore to prevent bulging or caving of the walls and to protect men at work in the bore.
- E23.23.2 The sleeving shall be designed by the Contractor and constructed to resist all forces that may tend to distort it.
- E23.23.3 The sleeving shall be withdrawn as the concrete is placed in the bore. The sleeving shall extend at least 1 m below the top of the freshly deposited concrete at all times.
- E23.23.4 The clearance between the face of the bore hole and the sleeving shall not exceed 75 mm.
- E23.24 Inspection of Bores
- E23.24.1 Concrete shall not be placed in a bore until the bore has been inspected and approved by the Contract Administrator.
- E23.24.2 The Contractor shall have available suitable light for the inspection of each bore throughout its entire length.
- E23.24.3 All improperly set sleeving, bore, or bottom shall be corrected to the satisfaction of the Contract Administrator.
- E23.25 Placing Reinforcing Steel
- E23.25.1 Reinforcement shall be:
- (a) placed in accordance with the details shown on the Drawings
  - (b) rigidly fastened together, and
  - (c) lowered into the bore intact before concrete is placed.
- E23.25.2 Spacers shall be utilized to properly locate the reinforcing steel cage in the bore.
- E23.26 Placing Anchor Bolts
- E23.26.1 The anchor bolts shall be aligned with a steel template, matching the bolt holes in the base plate. **Extreme care shall be used in this operation to ensure bolts are aligned properly.** Placement of anchor bolts without the steel template will not be permitted.
- E23.26.2 The threaded portion of the anchor bolts projecting above the top surface of foundation shall be coated with oil, before the concrete is poured, to minimize the fouling of threads splattered by concrete residue
- E23.27 Forms
- E23.27.1 Forms for exposed surfaces that require an "rubbed finish" shall be made of good quality plywood, or an approved equivalent, or uniform thickness, with or without a form liner.
- E23.27.2 Architectural concrete form liner shall be as specified on the Plans or equivalent as approved by the Engineer.
- E23.27.3 Permeable formwork liner shall be Drainoform, Zemdrail II, or equivalent as approved by the Engineer.
- E23.27.4 Formwork materials shall conform to CSA Standard CAN/CSA-A23.1, and American Concrete Publication SP:4, "Formwork for Concrete".
- E23.27.5 No "stay-in-place" formwork or falsework is permitted.
- E23.27.6 Form sheeting plywood to be covered with form liner or to be directly in contact with soil shall be exterior Douglas Fir, concrete form grade, conforming to CSA Standard O121-M1978, a minimum of 20 mm thick.
- E23.27.7 Where form liner is not being used, form sheeting shall be Douglas Fir, overlay form liner type conforming to CSA Standard O121-M1978. Approved manufacturers are "Evans" and "C-Z".

- E23.27.8 Boards used for formwork shall be fully seasoned and free from defects such as knots, warps, cracks, etc., which may mark the concrete surface.
- E23.27.9 No formwork accessories will be allowed to be left in place within 50 mm of the surface following form removal. Items to be left in place, must be made from a non-rusting material or galvanized steel; and they shall not stain, blemish, or spall the concrete surface for the life of the concrete.
- E23.27.10 Forms for exposed concrete surfaces that do not require a form liner may be either new plywood or steel as authorized by the Contract Administrator.
- E23.27.11 Studding shall be spruce or pine and shall have such dimensions and spacing that they shall withstand distortion from all the forces to which the forms will be subjected. Minimum dimensions shall be 50 mm x 150 mm.
- E23.27.12 Walers shall be spruce or pine, with minimum dimensions of 100 mm x 150 mm.
- E23.27.13 All forms are incidental to these Works and must be removed by the Contractor once adequate strength and curing of the concrete has been achieved.
- E23.27.14 The forms shall be sufficiently rigid to prevent lateral or vertical distortions from the loading environment to which they shall be subjected. Forms shall be set to the design grades, lines, and dimensions, as shown on the Drawings.
- E23.28 Placing Concrete
- E23.28.1 Care shall be taken to ensure that anchor bolts are vertically aligned and that anchor bolts and conduits are properly positioned prior to placement of concrete.
- E23.28.2 Concrete shall not have a free fall of more than 2.0 m and shall be placed so that the aggregates will not separate or segregate. The slump of the concrete shall not exceed 110 mm. The concrete shall be vibrated throughout the entire length of the foundation.
- E23.28.3 Concrete shall be placed to the elevations as shown on the Drawings. The top surface of the foundation shall be finished smooth and even with a hand float.
- E23.28.4 The shaft shall be free of water prior to placing of concrete. Concrete shall not be placed in or through water unless authorized by the Contract Administrator.
- E23.29 Protection of Newly Placed Concrete
- E23.29.1 Newly laid concrete threatened with damage by rain, snow, fog, or mist shall be protected with a tarpaulin or other approved means..
- E23.30 Construction Joints
- E23.30.1 Construction joints shall be located only where shown on the Drawings or as otherwise approved in writing by the Contract Administrator. Construction joints shall be at right angles to the direction of the main reinforcing steel. All reinforcing steel shall be continuous across the joints. Bevelled shear keys, as shown on the Drawings or approved by the Contract Administrator, shall be provided at all joints.
- E23.30.2 In lieu of shear keys, the Contractor may roughen the surface as follows. The surface shall be rough, with a minimum amplitude of 6 mm. Acceptable procedures to obtain this rough surface are as follows:
- (a) By removing the mortar from between the larger aggregate particles with a water jet and soft brush when the concrete is in a semi-hardened state (green-cut).
  - (b) By first applying a chemical retarder to the surface and then removing the mortar from the larger aggregate particles with a water jet and brush.
- E23.30.3 The face of joints shall be cleaned of all laitance and dirt, after which the cementitious grout or an approved bonding agent shall be applied. Forms shall be retightened, and all reinforcing steel shall be thoroughly cleaned at the joint prior to concreting.

### E23.31 Curing Concrete

- E23.31.1 The top of the freshly finished concrete foundations shall be covered and kept moist by means of wet polyester blankets immediately following finishing operations and shall be maintained at above 10°C for at least seven (7) consecutive days thereafter.
- E23.31.2 After the finishing is completed, the surface shall be promptly covered with a minimum of a single layer of clean, damp polyester blanket.
- E23.31.3 Concrete shall be protected from the harmful effects of sunshine, drying winds, surface dripping or running water, vibration, and mechanical shock. Concrete shall be protected from freezing until at least twenty-four hours after the end of the curing period.
- E23.31.4 Changes in temperature of the concrete shall be uniform and gradual and shall not exceed 3° in one hour or 20° in twenty-four hours.

### E23.32 Form Removal

- E23.32.1 Forms shall not be removed for a period of at least 24 hours after the concrete has been placed. Removal of forms shall be done in a manner to avoid damage to, or spalling of, the concrete.
- E23.32.2 The minimum strength of concrete in place for safe removal of forms shall be 20 MPa.
- E23.32.3 Field-cured test specimens, representative of the in-place concrete being stripped, will be tested to verify the concrete strength.
- E23.32.4 Upon removal of forms and inspection of concrete all exposed concrete shall receive a sack rubbed finish.

### E23.33 Patching of Formed Surfaces

- E23.33.1 Immediately after forms around top of foundation have been removed, but before any repairing or surface finishing is started, the concrete surface shall be inspected by the Contract Administrator. Any repair of surface finishing started before this inspection may be rejected and required to be removed.
- E23.33.2 All formed concrete surfaces shall have bolts, ties, struts, and all other timber or metal parts not specifically required for construction purposes cut back fifty (50) mm from the surface before patching.
- E23.33.3 Minor surface defects caused by honeycomb, air pockets greater than 5 mm in diameter, and voids left by strutting, and tie holes shall be repaired by removing the defective concrete to sound concrete, dampening the area to be patched and then applying patching mortar. A slurry grout consisting of water and cement, shall be well-brushed onto the area to be patched. When the slurry grout begins to lose the water sheen, the patching mortar shall be applied. It shall be struck-off slightly higher than the surface and left for one hour before final finishing to permit initial shrinkage of the patching mortar and it shall be touched up until it is satisfactory to the Contract Administrator. The patch shall be cured as specified in this Specification, and the final colour shall match the surrounding concrete.

### E23.34 Cold Weather Concreting

- E23.34.1 Protection of concrete shall be considered incidental to its placement. The temperature of the concrete shall be maintained at or above 10°C for a minimum of three (3) days or till the concrete has reached a minimum compressive strength of 20 MPa, by whatever means are necessary. Concrete damaged as a result of inadequate protection against weather conditions shall be removed and replaced by the Contractor at his own expense. Also, concrete allowed to freeze prior to the three (3) days will not be accepted for payment.

### E23.35 Waterproofing

- E23.35.1 Waterproofing membrane shall be applied to all new concrete walls and curbs which will come into contact with planting soil, as identified on the drawings or by the Contract

Administrator. The waterproofing membrane shall be roller applied according to manufactures specifications.

#### QUALITY CONTROL

- E23.36 All workmanship and all materials furnished and supplied under this Specification are subject to close and systematic inspection and testing by the Contract Administrator, including all operations from the selection and production of materials, through to final acceptance of the Work. The Contractor shall be wholly responsible for the control of all operations incidental thereto notwithstanding any inspection or approval that may have been previously given. The Contract Administrator reserves the right to reject any materials or Works that are not in accordance with the requirements of this Specification.
- E23.37 The Contractor shall be responsible for making a thorough inspection of materials to be supplied under this Contract. All material shall be free of surface imperfections and other defects.

#### CLEAN UP AND DAMAGE

- E23.38 Immediately on completion of all piles and foundations Contractor shall remove from Site all equipment, timbers, shores, excavated material, unused concrete, rubbish, etc., caused by his operations, and leave the Site clean, level and ready for placing of grade beams.
- E23.39 This 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.

#### MEASUREMENT AND PAYMENT

- E23.40 Supply and install reinforced concrete platform stage will be measured and paid for at the contract unit price for "Supply and install reinforced concrete platform stage", 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 and as measured on site by the Contract Administrator.

### **E24. CONCRETE SIDEWALK**

#### GENERAL

- E24.1 Further to City of Winnipeg Specification CW 3325 for Supply and Installation of Concrete Sidewalk, the work of this section comprises the furnishing of all labour, equipment and materials required to complete the supply and installation of reinforced concrete sidewalk.

#### MATERIALS

- E24.2 All concrete as per CW 3325.
- E24.3 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.
- E24.4 Doweling into existing concrete pavement will be incidental to the unit prices bid for concrete sidewalk.

#### MEASUREMENT AND PAYMENT

- E24.5 Supply and installation of concrete sidewalk will be measured and paid for at the contract unit price for " Supply and install 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 and as measured by the Contract Administrator.

## **E25. INTERLOCKING PAVING STONES**

### DESCRIPTION

- E25.1 Further to CW 3335 this Specification shall cover the:
- (a) supply and installation of interlocking paving stones (unit pavers),
  - (b) supply and installation of sand setting bed,
  - (c) supply and installation of grout.
- E25.2 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 or and incidental to the satisfactory performance and completion of all Work as hereinafter specified.

### MATERIALS

- E25.3 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) Charcoal Holland Stone 105x210x60mm
  - (b) Desert Buff Holland Square 210x210x60mm
- E25.4 Sand:
- (a) Clean brick sand as joint filler.
  - (b) Clean brick sand as minimum 13mm depth setting bed
- E25.5 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

- E25.6 Interlocking paving stones shall be installed on concrete sidewalk as per the Drawings.

### INSTALLATION

- E25.7 Install sand setting bed for pavers as shown on the Drawings.
- E25.8 Contractor to verify the exact dimensions of pavers and panels prior to construction of concrete sidewalk base.
- (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.

#### MEASUREMENT AND PAYMENT

- E25.9 Supply and install concrete unit pavers on 100mm concrete sidewalk base will be measured and paid for at the contract square metre price for " Supply and install concrete unit pavers on 100mm concrete sidewalk 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 and as measured by the Contract Administrator.

#### **E26. SITE FURNITURE**

##### DESCRIPTION

- E26.1 This specification covers the supply and installation of a bench
- E26.2 This specification covers the installation of salvaged benches and waste/recycling receptacle.
- E26.3 This specification covers the supply and installation of ornamental galvanized steel poles.
- (a) Manufacture, supply and installation of custom poles, including metal fins and base plate for stage
  - (b) Manufacture, supply and installation of custom banners, hardware and finials
- E26.4 Store units in a protected location, immediately upon arrival on the Site.
- E26.5 Remove from Site any units which have been damaged during transportation and replace.

## PRODUCTS

E26.6 Bench to be Urban Park Forest Park Series Bench with Back, 6' length, metal strap bench, centre arm rest, colour: RAL 6005, as supplied by:

Urban Park,  
49 Life Sciences Parkway  
Steinbach, Manitoba, Canada  
R5G 2G7  
Ph: 1-800-775-0018

E26.7 Decorative Metal Poles to be constructed of galvanized steel.

E26.7.1 Poles to be formed with galvanized steel with two piece galvanized steel frame.

E26.7.2 All steel components and fastenings shall be stainless steel 304 or better. Provide plastic spacers and inserts as required to ensure galvanic corrosion does not occur with steel components.

E26.7.3 All paint to be powder paint. Colour as per drawings.

E26.7.4 All fasteners and all mounting hardware use to fasten the poles to the concrete stage at ground level must be galvanized or approved equal.

E26.7.5 Materials and methods used to assemble work of this section shall be of such properties and construction to safely sustain the loads normally imposed thereon, as would as would be required of this type of installation.

E26.7.6 Workmanship

- (a) Proportion items to meet the National Building Code and Manitoba Building Code. Items shall support loads recommended by the Code and local standards for wind and snow loading unless specific loads are indicated on the Drawings.
- (b) Fabricate work to shape and size with sharp lines, even curves and smooth surfaces. Connections shall be securely welded, bolted or riveted. Bolted and riveted connections are not permitted in exposed areas of the sign. Welds shall be dressed smooth on exposed surfaces. Welds/joins shall not be visible upon completion of painting operations. Rabbets, lugs and brackets shall be provided so that the Work can be assembled in a neat substantial manner. Thickness of metal and design of assembly and support shall give ample strength and stiffness.
- (c) Exposed ends and edges of metal shall be smooth. Joints exposed to the weather shall be formed to exclude water or to drain.
- (d) Insofar as possible, fit and shop assemble Work and deliver to the Site in largest practical sections.
- (e) Prior to proceeding with shop fabrication, take all necessary field measurements to verify dimensions or calculations from Drawings.
- (f) Fabricate Work in strict accordance with shop drawings, and in general to details, sizes, materials shown on Drawings and specified herein.
- (g) Assembly: Material intended for use in the various assemblies shall be straight, clean, sharply defined profiles, assemble in such a way that no disfigurements will show in the finished work, or impair the strength.
- (h) Welding: All welding shall conform to the requirements of the current CSA Standard W.59 and the fabricator shall be fully approved by the Canadian Welding Bureau, in conformance with the requirements of the current CSA Standard W.47. Welding shall be done by currently licensed welders only.
- (i) Welding splatter and other fabrication burrs where exposed shall be ground or files smooth and left ready for subsequent operations.

- (j) Finish: Fabricated material Work shall be delivered with e-coating, shop coat primer and paint, or other finish as specified.
- (k) Following installation, apply a touch up coat of shop primer and paint to match finish to all surfaces where finish has been removed and to installation devices such as bolts, screws, welds and the like.

#### E26.7.7 Quality Control

- (a) All workmanship all material furnished and supplied under this Section are subject to close and systematic inspection and testing by the Contract Administrator including all operations from the selection and production of materials through to final acceptance of the Work. The Contractor shall be wholly responsible for the control of all operations, incidental thereto notwithstanding any inspection or approval that may have been previously given. The Contract Administrator reserves the right to reject any materials or Works which are not in accordance with the requirements of this Section

#### E26.7.8 Fabrication

- (a) Fabrication shall be carried out in accordance with these Specifications and Drawings which form a part of this Contract.
- (b) The workmanship shall meet established practice in modern shops.
- (c) If damage occurs during fabrication, the Contract Administrator shall be notified to facilitate the implementation of remedial measures. Remedial repair measures will be subject to the approval of the Contract Administrator. Their cost will be paid by the Contractor.
- (d) Dimensions and fabrication which control the field matching of parts shall receive careful attention in order to avoid field adjustments.
- (e) The material shall be clean, free from rust, mill scale, and other foreign matter before being worked in the shop.
- (f) All portions of the Work shall be neatly finished. Shearing, cutting, chipping and machining shall be done neatly and accurately. Finished members shall be true to line, free from twists, bends open joints, sharp corners and edges.

#### E26.7.9 Delivery and Storage

- (a) Store units in a protected location immediately upon arrival on the Site
- (b) Remove from Site any units which have been damaged during transportation and replace.

#### E26.7.10 Banners

- (a) All banners shall be guaranteed for a period of one year
- (b) Signs to be manufactured from H32 3mm (.125") aluminium. Metals shall be free from defects impairing strength, durability or appearance.
- (c) Finish: The surfaces of the aluminium banners shall be free of visible oil, grease, dirt, mill scale, rust scale, oxides and other foreign matter leaving only shadows and/or streaks caused by rust stain and mill scale oxide.
- (d) Clean aluminium with zylol or an equivalent reducer/dry carefully while removing any residue or foreign material.
- (e) Apply an acid wash to the items and dry carefully again. The acid wash should be applied within 2 hours of washing with reducers.
- (f) Apply Sikken's (or approved equal) 2-part primer to the item after the acid wash has set. (Approximately 20 minutes). If the primer cannot be applied within 6 hours of the acid wash, the item must be acid washed again.

- (g) Apply a top coat of paint as per manufacturer's specifications 30 minutes after applying primer and no later than 5 hours after applying the primer. If this cannot be done, the item must be scuff sanded and re-primed again
- (h) The topcoat for signs shall be one coat of powder coated white colour.
- (i) West End BIZ to supply digital sign design to manufacturer upon contract award.
- (j) Banners shall be installed in channels on banner poles so that mounting hardware is not visible following installation of filler strip.
- (k) Protect and maintain banners, including accessories, until acceptance of project work.

#### E26.7.11 Finials

- (a) Store units in a protected location immediately upon arrival on the Site.
- (b) Remove from Site any units which have been damaged during transportation and replace.
- (c) Finish of all Metal Components: Prepare surface, prime, and galvanize unless stainless steel or aluminum used, by method approved by Contract Administrator to match poles and banners.
- (d) Any damage to paint incurred prior to or during installation shall be repaired within three (3) days of installation.
- (e) Finials to be made of aluminium or stainless steel.
- (f) All fastenings and hardware to be stainless steel 304 or better non-rusting in winter corrosive environment, tamper-proof and flush to exposed surface.
- (g) Materials and methods used to assemble Work of this section shall be of such properties and construction to safely sustain the loads normally imposed thereon, as would be required of this type of installation.
- (h) All metal shall be free from scale, buckles, pits and other defects.
- (i) Components and construction shall be as shown on the Drawings and as approved by the Contract Administrator.
- (j) Fabrication shall be carried out in accordance with these Specifications and Drawings which form a part of this Contract.
- (k) Fabrication shall be carried out in accordance with these Specifications and Drawings which form a part of this Contract.
- (l) Finials shall be manufactured with end caps to be installed on poles.
- (m) Caps to be fixed in place with mounting screws within channel and covered by filler strip.
- (n) Immediately remove from site, damaged finials and accessories. Replace, repair, re-finish, or otherwise make good to approval of Contract Administrator.

E26.7.12 All banners and finials shall be guaranteed for a period of one year

#### DETAILED DESIGN AND SHOP DRAWINGS

- E26.8 The Contractor shall submit dimensioned, detailed design drawings within five (5) working days when contacted by the Contract Administrator for Christmas tree holder and trellis screen. The drawings shall show all details of construction, fastenings, materials and colours.
- E26.9 The Contractor shall submit stamped Engineer's drawings of trellis screen connection to concrete base for review and approval within five (5) Working Days of Contract Award and prior to commencement of work. Engineer's drawings shall show all details of construction and fastenings for erections and shall be as specified or approved. Engineer shall be a Structural Engineer licensed to practice in Manitoba with extensive experience in the design and manufacturing of aluminium and stainless site furniture. Drawings to include anchor requirements.

E26.10 The contractor shall submit full colour design drawings of banners including materials, connections and fastenings for review and approval within five (5) Working Days of Contract Award.

E26.11 Autocad files of the drawings are available to be emailed upon written request to the Contract Administrator.

#### INSTALLATION

E26.12 Install surface mount bench on concrete paving as per manufacturer's specifications.

E26.13 Decorative metal poles to be installed on concrete stage as per the Drawings. Ensure top of pole is flush to sidewalk.

#### MEASUREMENT AND PAYMENT

E26.14 Supply and Installation of 1.8m Bench with back and arm rests shall be measured and paid on a per unit basis for "Supply and install 1.8m bench with back and armrests ". The number to be paid shall be the total number of units installed in accordance with the Drawings and Specifications and as measure and accepted by the Contract Administrator.

E26.15 Supply and Installation of ornamental aluminium poles shall be measured and paid on a per unit basis for " Supply and install 15ft. Height ornamental galvanized steel poles ". The number to be paid shall be the total number of units installed in accordance with the Drawings and Specifications and as measure and accepted by the Contract Administrator.

E26.16 Remove, salvage and reinstall existing benches shall be measured and paid on a per unit basis for "Remove, salvage and reinstall existing benches ". The number to be paid shall be the total number of units installed in accordance with the Drawings and Specifications and as measure and accepted by the Contract Administrator.

E26.17 Remove, salvage and reinstall existing waste / recycling receptacle shall be measured and paid on a per unit basis for "Remove, salvage and reinstall existing waste / recycling receptacle ". The number to be paid shall be the total number of units installed in accordance with the Drawings and Specifications and as measure and accepted by the Contract Administrator

### **E27. TOPSOIL AND FINISH GRADING**

#### DESCRIPTION

E27.1 Further to CW3540 this section shall cover the supply and placement of topsoil for areas of sodding .

#### MATERIALS

E27.2 Topsoil for sod as per CW3540.

#### INSTALLATION

E27.3 Installation of topsoil for sod as per CW3540

#### MEASUREMENT AND PAYMENT

E27.4 There shall be no separate measurement for supply and installation of topsoil in areas of sod.