



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 984-2013

ELDON ROSS/PACIFIC DEE PARK BASKETBALL COURT AND SKATE SPOT

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 ELDON ROSS/PACIFIC DEE PARK BASKETBALL COURT AND SKATE SPOT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 pm Winnipeg time, December 11, 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.

B3.2 The Bidder is advised that he/she is responsible for making any inquiries or arrangements necessary to become fully informed as to the nature of the work and existing site conditions prior to submitting his or her bid. By the submission of the Bid the Bidder acknowledges that it has investigated and satisfied itself as to the nature and scope of the works as well as any other site conditions, laws or restrictions and any other items necessary to undertake and perform the Work.

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.
- B10.2 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.
- B15.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B15.4.2 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
- 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 site improvements at Eldon Ross/Pacific Dee Park.

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

- (a) Removal of existing tennis court, fence, and associated items.
- (b) Construction of a new skateboard feature.
- (c) Construction of a new half court basketball facility.
- (d) Supply and installation of various items of site furnishings.
- (e) Supply and installation of Topsoil and Sod.
- (f) Supply and installation of Chain Link Fence.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is Dean Spearman Landscape Architect , represented by:
Dean Spearman
Telephone No. (204) 261-4137
Email dean@spearman.mb.ca

D3.2 At the pre-construction meeting, Dean Spearman 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 and Dean Spearman Landscape

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

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

D9.2 Deductibles shall be borne by the Contractor.

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

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

D10. PERFORMANCE SECURITY

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

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

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

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

D11. SUBCONTRACTOR LIST

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

D12. DETAILED WORK SCHEDULE

- D12.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D12.2 The detailed work schedule shall consist of the following dates:
- (a) start date;
 - (b) date site excavation complete;
 - (c) date foundation pads for skate pad are poured;
 - (d) date skate features are to be installed;
 - (e) date skate flatwork is poured;
 - (f) date asphalt paving is installed;
 - (g) date site furnishings installed;
 - (h) installation of paving & topsoil and sod;
 - (i) expected completion.
- D12.3 Other milestone dates appropriate to this project should also be included to make the Contract Administrator aware of them.
- D12.4 Format
- (a) Schedule to be prepared in the form of a Gantt chart.
 - (b) Provided a separate bar for each trade, sub-trade, and major elements of construction.
 - (c) List items in chronological order of the start of work.
- D12.5 Monitoring
- (a) Provide updates to project schedule chart no less than monthly during the course of construction.
 - (b) Contractor to review schedule with Contract Administrator and indicate changes to the schedule including changes to activity durations, start and finish dates.
 - (c) Contractor to document changes to schedule complete with explanations and or reasons for changes.
 - (d) Contractor to indicate corrective actions they will take to bring the project back on schedule should the project schedule indicate a change in finish date or critical path items.

D13. SHOP DRAWINGS AND RECORD DRAWINGS

- D13.1 Shop Drawings will be reviewed by the Contract Administrator for general conformance to the City's requirements and the design intent only.
- D13.2 Shop Drawings are to be reviewed by the Contractor's responsible design personnel for the design prior to submission to the Contract Administrator.
- D13.3 Plan drawings submitted shall include the following:
- (a) Name and address of the proposed facility.
 - (b) Scale, north point
 - (c) Date, address, name, professional seal and signature of the design engineer or architect.
- D13.4 Detailed plans. All detailed plans shall be drawn to a suitable scale and include the following information:

- (a) Complete construction details, including dimensions, elevations and appropriate cross-sections.

D13.5 The Contractor shall provide within 10 days of award, at minimum the following Shop Drawings:

- (a) Skate feature layout including foundation layout, pour phasing, reinforcing and other construction details that may be required to construct the skate feature.
- (b) Concrete base for basketball backstop complete with grounding, reinforcing, and stamped by an professional engineer registered to practice in Manitoba.

D13.6 The Contractor shall maintain, during the course of construction, a complete set of Drawings including the original Bid Opportunity Drawings, any Drawings released by addenda or change order, and the Contractors Shop Drawings.

- (a) These drawings shall have any deviations between the actual built Work and the Drawings noted on them in red as well as the reason for the deviation.
- (b) These drawings shall be made available to the Contract Administrator for review upon request during the Construction phase of the project.
- (c) These drawings shall be provided to the Contract Administrator at the date of Substantial Performance.

D13.7 There shall be no separate measurement or payment for Shop Drawings or Record Drawings.

D14. ORDERING OF SKATE EQUIPMENT AND SITE FURNITURE.

D14.1 The Contractor shall provide the Contract Administrator evidence, to the satisfaction of the Contract Administrator, of having ordered all items and equipment necessary to complete the work from the manufacturer/supplier within seven (7) calendar days of receipt of the purchase order or letter of intent, which ever is received earlier.

D14.2 This shall include but not be limited to the following items:

- (a) Skate park equipment;
- (b) Site furniture;
- (c) Basketball backstop

SCHEDULE OF WORK

D15. COMMENCEMENT

D15.1 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.

D15.2 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.
 - (vii) The detailed work schedule specified in D12.
 - (viii) the Shop Drawings specified in D13.
 - (ix) and proof of ordering equipment and fixtures as specified in D14.
- (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.

D15.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

D16. SUBSTANTIAL PERFORMANCE

D16.1 The Contractor shall achieve Substantial Performance within twenty (20) consecutive Working Days of the commencement of the Work as specified in D15.

D16.2 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.

D16.3 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.

D17. TOTAL PERFORMANCE

D17.1 The Contractor shall achieve Total Performance within twenty five (25) consecutive Working Days of the commencement of the Work as specified in D15.

D17.2 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.

D17.3 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.

D18. LIQUIDATED DAMAGES

D18.1 If the Contractor fails to achieve Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) Substantial Performance – Five Hundred dollars (\$500.00);
- (b) Total Performance – Five Hundred dollars (\$500.00).

D18.2 The amounts specified for liquidated damages in D18.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance or Total Performance by the days fixed herein for same.

D18.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D19. SCHEDULED MAINTENANCE

D19.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

- (a) Maintenance of sod and trees as specified in E15;

D19.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be

completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

CONTROL OF WORK

D20. JOB MEETINGS

D20.1 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.

D20.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D21. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D21.1 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).

D22. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D22.1 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

D23. INVOICES

D23.1 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

D23.2 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.

D23.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D23.4 Bids Submissions must be submitted to the address in B8.5.

D24. PAYMENT

D24.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D25. WARRANTY

D25.1 Warranty is as stated in C13.

D25.1.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

FORM H1: PERFORMANCE BOND
(See 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. 984-2013

ELDON ROSS/PACIFIC DEE PARK BASKETBALL COURT AND SKATE SPOT

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. 984-2013

ELDON ROSS/PACIFIC DEE PARK BASKETBALL COURT AND SKATE SPOT

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>
L-1	Cover Sheet
L-2	Demolition Plan
L-3	Scope Plan
L-4	Layout Plan
L-5	Grading Plan
L-6	Skate Drawings

E2. HAZARDOUS MATERIALS

- E2.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.

E3. EXISTING SERVICES AND UTILITIES

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

E4. ACCESS TO SITE

- E4.1 Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at his own expense and approved by the Contract Administrator.
- E4.2 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and he shall be responsible for all damage resulting from his Work on private or public property.

E5. PERMITS, NOTICES, LICENCES, CERTIFICATES, LAWS AND RULES

- E5.1 Further to C6.12, the Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans

required by any inspection authority and obtain approval of same before proceeding with the Work, and pay any cost attached to the inspection of such plans.

- E5.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.
- E5.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.
- E5.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.
- E5.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.
- E5.6 The Contractor and Sub-contractors must be fully aware of all Work involving hazardous materials. All Work must be performed in compliance with the Manitoba Department of Labour Workplace Health and Safety Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification to the Contract Administrator of his/her encountering of suspected hazardous material during their course of Work.

E6. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY

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

E7. PEDESTRIAN SAFETY AND TRAFFIC MANAGMENT

- E7.1 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 SubContractors to the adjacent Works or properties, shall be promptly repaired by him/her at his own expense, to the satisfaction of the Contract Administrator.
- E7.2 Ambulance/ Emergency vehicle access must be maintained at all times.

E8. PROTECTION OF THE SURVEY INFRASTRUCTURE

- E8.1 Nonwithstanding CW 1130 3.14 'Protection of Survey Infrastructure' of the Standard Construction Specifications, 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.
- E8.2 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 a.m. to 4:00 pm Monday to Friday excluding holidays) to obtain clearance. Geomatics Services will locate and mark all known outline survey monuments and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.
- E8.3 Where a survey post, bar, or control monument lies in the line of 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.

- E8.4 Outline survey monuments and geodetic control monuments at or adjacent to the Site, not in 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 \$1000 per bar and \$3000 per control monument. Contractors must ensure SubContractors are aware of this clearance procedure and the potential restoration costs.
- E8.5 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.

E9. SITE ENCLOSURES

- E9.1 Temporary Site enclosures, as determined necessary at the pre-construction meeting or as shown on the Drawings, shall be erected and maintained as required for the duration of the construction period.
- E9.2 At minimum site enclosures shall be provided for the skate and basketball area while under construction.
- E9.3 Site enclosures shall, at a minimum, consist of sectional, 1.8 m ht, non-climbable metal fencing.
- E9.4 Site enclosure shall be sufficient to isolate and secure the jobsite from the adjacent area.
- E9.5 Site enclosures shall be considered incidental to the Contract Work and will not be separately measured or paid for.

E10. TREE PROTECTION

- E10.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing park trees within the limits of the construction area.
- E10.2 The Contractor shall not stockpile materials and soil or park vehicles and equipment within 2 metres of trees.
- E10.3 Trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2400 wood planks, or suitable protection as approved by the Contract Administrator.
- E10.4 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.
- E10.5 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.
- E10.6 Where tree protection fencing is called for the Contractor shall install orange safety fencing with a minimum height of 1.2m using t-rail metal stakes at a maximum spacing of 2 m o.c.. Safety fencing shall be securely fastened to the trail stake.
- E10.7 Contractor shall maintain tree protection fence until such time as construction is sufficiently well progressed as to ensure that vehicular traffic and movement of heavy materials is no longer necessary to complete the remaining works.

- E10.8 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.
- E10.9 Tree protection shall be paid for at the rate identified for tree protection Form B:Prices.

SITE WORK

E11. DEMOLITION AND REMOVALS

- E11.1 This section shall cover the removal of existing asphalt surfacing as well as existing equipment, site furnishings fences and plant material where scheduled for removal. It shall also cover any other demolition and removal necessary to construct the project which may be considered incidental to other items of Work.
- E11.2 To the extent and limits shown on the Drawings, where the existing surfacing is to be removed, it is to be removed in its entirety.
- E11.3 Removal of items designated for removal on sheets L-2 shall be included in items 1 on Form B;Prices and shall be paid for as part of that lump sum item.
- E11.4 There shall be no separate measurement and payment for demolition and removals item not scheduled on sheet L-2 with these items being considered incidental to other aspects of the work.

E12. EXCAVATION, EARTHWORK AND GRADING

Description

- E12.1 This specification shall cover all clearing and grubbing, excavation, stockpiling of topsoil, removal or supply and placement of materials necessary to achieve the grades and drainage patterns documented in the Drawings at the sub grade (mud grade) level.
- E12.2 This specification is supplemental to CW 3010 , CW 3110 and CW 3170. Materials and installation are to conform to these standard Specifications.

Construction Methods

- E12.3 Prior to beginning work the Contractor shall establish limits of grading and stake finish grades in a manner consistent with the drawings. Contractor shall not proceed until Contract Administrator has reviewed the grades and the limits for conformance with the design intent and authorized the Contractor to proceed. This contractor shall remain responsible for attaining the design grades irrespective of the Contract Administrators review.
- E12.4 Clearing and grubbing operations are to be completed to the satisfaction of the Contract Administrator prior to the beginning of Earthwork and Grading.
- E12.5 Contractor shall limit grading operations to the area shown on drawing L-5 with the exception of local grading and or excavation which may be necessary to install other works.
- E12.6 Grading operations are to be conducted to ensure adequate subcut to install surface materials and structures as detailed on the drawings while still ensuring positive drainage of the finished project.
- E12.7 Subgrade shall be completed and accepted by the Contract Administrator prior to the installation of other works.

Method of Measurement and Basis of Payment

- E12.8 There will be no separate measurement or payment for stockpiling of topsoil, clearing and grubbing operations and it shall be considered incidental to other aspects of the Work.
- E12.9 There shall be no separate measurement of payment for excavation and the supply or removal of fill material required for installation of sod, site furniture, asphalt or concrete work or skate features to the elevations indicated as it shall be considered incidental to the supply and installation of those items.

E13. ASPHALT PAVING

- E13.1 This specification covers the supply and installation of asphalt paving including all excavation, compaction, geotextile, sub-base and base construction, asphaltic paving, and repair of existing sod to ensure a smooth transition to the pathway.
- E13.2 This specification is supplemental to CW 3110 and CW 3170 and CW 3410. Materials, testing, and installation are to conform to these standard specifications.
- E13.3 Excavated material is to be disposed of on site as directed by contract administrator.
- E13.4 Sub-base, base materials and depths are as noted on drawing.
- E13.5 Asphaltic paving is to be Type 1A. Depth, alignment, grade is as noted on the drawing. Asphalt shall be placed in one lift.
- E13.6 Except as specifically noted on the drawing paved areas are to be constructed so as to function with existing drainage patterns and are to have a minimum cross slope of 1%. Contractor is to stake elevations and ensure that they are satisfactory to the Contract Administrator prior to installing base.
- E13.7 Sub-base and base courses are to extend past asphalt as shown on the drawing.
- E13.8 Asphalt is to meet existing asphalt in a neat and precise manner. Where existing asphalt is to meet new asphalt the edge of the existing asphalt shall be saw cut to a smooth and even edge prior to the new asphalt being installed.
- E13.9 Measurement and Payment will be at the contract unit price per square meter for item 'Asphalt Paving' on Form B:Prices. Measurement shall be of the actual area covered by Asphalt at the completion of the project. Price shall be payment in full for supplying materials and for performing all operations listed below:
- (a) Excavate in-situ material to accommodate the pavement structure including base and subbase. Disposal of excess material.
 - (b) Supply and installation of Geotextile.
 - (c) Supply and placement of Crushed limestone Sub base course.
 - (d) Supply and placement of Crushed limestone base course.
 - (e) Supply and placement of Asphaltic Concrete .
 - (f) Repair of grass (tie-in) at edge of newly constructed path.
 - (g) Repair of grass (tie-in) at edge of newly constructed paving as may be required.

E14. SODDING

General Description

- E14.1 This specification covers the removal of existing grass, topsoil or sand, levelling or excavating the area designated to receive sod, supply and installation of topsoil and sod, the topdressing and seeding of seam, edges and areas of Site restoration.

Materials and Methods

- E14.2 Topsoil and sod are to be supplied and installed as per CW 3510 and CW 3540.
- E14.3 Areas to be Sodded are to be laid out on Site and approved by Contract Administrator before commencing Work. Work outside the limits approved by the Contract Administrator will not be measured and will not be paid for under this section but considered incidental to the Work. Such incidental items that will not be measured include but are not limited to topsoil and sod placed at the edge of new paving. Incidental Site restoration shall conform to the same Specifications.
- E14.4 Where edges of excavation abut existing turf those edges are to be cut with a sod cutter prior to excavation.
- E14.5 The compacted depth of topsoil shall be minimum 10 cm.
- Payment
- E14.6 Payment will be at the contract unit Price for item 'Topsoil and Sod' on Form B:Prices. Price shall be payment in full for supplying materials and for performing all operations listed below:
- (a) Supply and installation of topsoil.
 - (b) Supply and placement of sod.
 - (c) Maintenance of sod.

E15. LANDSCAPE MAINTENANCE

- E15.1 This section shall cover the maintenance for all sod and shrub beds installed during the course of this Contract.
- E15.2 Sod Maintenance shall be as per CW 3510.
- E15.3 Active maintenance is to include;
- (a) Watering
 - (b) Weeding control
 - (c) Pest and Disease control
 - (d) Pruning
 - (e) Tree Support and tie maintenance and adjustment
 - (f) Winter protection
- E15.4 Water shall be applied as required to maintain optimum conditions. During dry weather the Contractor should expect to water on a weekly basis. Contractor is to avoid over watering by reducing the frequency during wet weather.
- E15.5 Contractor shall maintain planting beds in a weed free condition throughout the maintenance period. Weed should be removed frequently and not left to establish for a period greater than 10 days.
- E15.6 Contractor is to control pests and diseases as required. Contractor shall inform the Contract Administrator prior to applying pesticides and use only those pesticides of low mammalian toxicity. Persons applying pesticides shall have a valid pesticide applicators license and strictly follow manufacturers instructions regarding the application of the chemicals and the safety precautions required to apply them.
- E15.7 Pruning shall be done by persons with a valid Manitoba Tree Pruners license. Pruning shall be as necessary to remove dead or damaged limbs as well as maintain species typical form and healthy growth. Pruning shall also be done to ensure clearances to all pathways and other facilities as well as maintain safe viewed into the facility. Pruning shall be done in accordance with industry accepted methods to standard good practice. In the event of a disagreement the

opinion of the Contract Administrator as to what constituted standard good practice shall be considered final.

E15.8 Maintenance operation are to be diarised. Each diary entry is to contain the following;

- (a) Maintenance Site Forman
- (b) Date
- (c) Weather conditions
- (d) Actions performed

E15.9 Maintenance of the sodded areas shall be deemed a part of Topsoil, Sod and Shrub Bed preparation and paid for as per CW 3510.

E16. SITE FURNITURE

General Description

E16.1 This specification shall cover the installation of Benches, Bicycle Rack, and Waste Receptacles, and basketball standard/backstop/rim as called for on the drawings. The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work as shown and specified herein.

Materials

E16.2 All materials supplied under this specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.

E16.3 Benches shall be Barkman 5' concrete park bench c.w. pebblestone end pieces and concrete seats and back. They shall be placed upon a 4" thick poured concrete slab and attached using heavy duty galvanized metal brackets and hilti fasteners.

E16.4 Waste Receptacle is to be Metal Receptacle Side Opening Metal Slat type as per SCD-119 R2 City of Winnipeg metal slat waste receptacle as supplied by the City of Winnipeg FOB Central Manufacturing facility at no cost to the Contractor. They shall be located as indicated on Site by the Contract Administrator.

E16.5 Bicycle Rack is to be Dumor 125-40 embedded mount finished galvanized or approved equal in accordance with B7.

E16.6 Basketball equipment is to be Sportsplay single heavy duty basketball standard, product 541-616, c.w, 4 1/2" O.D. galvanized steel post, 48" extension, super goal (double rim), aluminium backboard, and chain net.

E16.7 Contact for site furniture

- (a) Contact for waste receptacles:
 - (i) Aaron Lennon
Supervisor of Central Repair/Manufacturing Facility
City of Winnipeg
Fleet Management Agency Division
Public Works Department
215 Tecumseh St
Winnipeg. MB R3E 3S4
Email: ALennon@winnipeg.ca

- E16.8 Contractor shall obtain Waste Receptacle(s) from the City and deliver to the jobsite.
- E16.9 All fixtures and furnishings are to be installed as per manufactures instructions.
- (a) Install waste receptacle as per SCD-119.
 - (b) Install all other items as per manufacturers recommendations.
 - (c) Basketball backstop shall be installed into concrete pile minimum 45 cm dia 3m deep belled to 90 cm and reinforced with metal cage or as per manufacturers requirements, or engineers requirements which ever is more stringent.
 - (i) Contractor to submit shop drawing of basketball base stamped by a Professional Engineer registered to practice in Manitoba.

E16.10 All concrete used in installation is to meet CW 2160.

E16.11 All furnishings and fixtures to be installed plumb and true to correct elevations and location, as directed the Contract Administrator. The Contractor shall confirm proposed locations of all site furnishings with Contract Administrator prior to installation.

E16.12 All furnishings and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering, which will injure or distort fixture, is prohibited.

Method of Measurement and Basis of Payment

E16.13 Measurement and payment shall be for delivery and installation of each as per each items listing on Form B: Prices. Said price shall include all Work necessary to deliver and install each item of Site furniture.

E17. LINE PAINTING

E17.1 This specification shall cover the line painting for the basketball half court.

E17.2 Materials

- (a) Paint shall be alkyd traffic paint to CGSB 1-GP-74M. Colour to CGSB 1-GP-12C, White 513-301.
- (b) Thinner to be CAN/CGSB 1.5

E17.3 Methods

- (a) Ensure surface is clean and dry prior to beginning installation.
- (b) Layout pavement markings as per the dimensions in the drawings and obtain approval of Contract Administrator prior to the installation of paint.
- (c) Apply paint only when air temperature is above 10°C and no rain is forecast
- (d) Apply traffic paint evenly at a rate of 0.33l/m².
- (e) Do not thin unless approved by the Contract Administrator
- (f) Paint lines must be of uniform colour and density with sharp edges.
- (g) Paint markings to be within 12 mm of specified dimensions
- (h) Protect pavement markings until dry.

E17.4 Measurement and payment shall be as a lump sum as per item 'Line Painting' on form B:Prices.

E18. SKATEBOARD FACILITY

E18.1 General Description

E18.1.1 This section shall cover the supply and installation of a turnkey skate feature in its entirety. It shall include all items necessary, including items that are incidental, to provide a working skate feature consistent with the Drawings.

E18.2 Materials

- (a) Precast Skate Elements shall be Barkman Skate Parks products as listed on the drawings or approved equal in accordance with B7.
- (b) Metal Skate Elements and edges shall be Barkman Skate Parks products as listed on the drawings or approved equal in accordance with B7.
- (c) Geotextile in accordance with CW 3130.
- (d) Granular Sub-Base to be 50 mm crushed limestone consistent with CW 3110.
- (e) Granular base to be 20 mm crushed limestone consistent with CW 3110.
- (f) Concrete, form work and reinforcing shall be as per CW 3310

E18.3 Shop Drawings and Co-ordination

- (a) Shop Drawings shall be submitted in accordance with D13 and shall be reviewed by the manufacturer prior to them being submitted to the Contract Administrator.
- (b) Shop Drawings are to be approved prior to manufacture of skate components.
- (c) The Contractor shall be responsible for co-ordination of the drawings between the Drawings that form part of the Bid Opportunity and the Shop Drawings. In the event of a conflict the most stringent shall apply.

E18.4 Concrete Finish Sample

- (a) Contractor shall prepare a sample of concrete hard troweled finish sized minimum 60 cm x 60 cm. Contract Administer to approve finish samples prior to any concrete being poured.
 - (i) Finish on sample shall be acceptable to Contract Administrator.
- (b) Sample is to be left on site until concrete flatwork is accepted and will be the standard for acceptance of all poured in place concrete.
- (c) Contractor to remove and dispose of sample once all flatwork is complete and accepted.

E18.5 Installation

- (a) The concrete foundations, precast elements, and flatwork shall be as sized and laid out and sloped as per the Drawings and installed consistent with the phasing shown on the approved Shop Drawings.
- (b) Contractor is to achieve excavation, and fine grade to the depths required. Finished subgrade shall be graded to the same slope as finish surface.
 - (i) Contractor to provide compaction test results to Contract Administrator before installing sub-base material
- (c) Contractor to install Sub-Base and compact in maximum 150mm lifts to density noted on the Drawings.
 - (i) Contractor to provide compaction test results to Contract Administrator before installing base material
- (d) Contractor to install Base and compact in maximum 150mm lifts to density noted on the Drawings.
 - (i) Contractor to provide compaction test results to Contract Administrator before installing reinforcing.
- (e) Concrete formwork and reinforcing
 - (i) Formwork and reinforcing to be installed and inspected prior to pour. Contractor to co-ordinate inspection of reinforcing with Contract Administrator and provide the Contract Administrator minimum 48 hours notice.
 - (ii) Joints and saw cuts shall be as per the Drawings or as otherwise directed onsite by the Contract Administrator.
- (f) Concrete pours shall be phased as documented on the Shop Drawings.

- (i) Reinforcing to be installed and inspected at each phase prior to pour. Contractor to co-ordinate inspection of reinforcing with Contract Administrator.
- (g) Concrete is to be finished to a hard troweled finish free from irregularities or imperfections. Any deviation more than 3mm from the specified finish will not be accepted. Exposed edges of concrete are to be rounded/tooled to 25mm unless otherwise noted.

E18.6 Concrete and testing shall be as per CW 3310.

E18.7 Payment shall be as per Form B:Prices for item "Skate Spot".

E19. TREE PLANTING BED

E19.1 This specification shall cover the installation of an opening in the asphalt around an existing tree.

E19.2 Materials

- (a) Local wood chip mulch with no items less than 5 cm in size in any dimension.
- (b) Landscape fabric shall be non-woven

E19.3 Work

- (a) The contractor shall protect the existing tree at all times
- (b) The area for the tree planted bed is not to be excavated beyond what is required to remove the existing asphalt paving and install the mulch and fabric.
- (c) The area for the tree planting bed is not to be covered with asphalt during the asphalt operations.
- (d) Contractor to establish appropriate mud grade, install cloth, and install local wood chip mulch.
- (e) Fabric is to be trimmed so that no part of it is visible

E19.4 Measurement and Payment

- (a) This item will be paid for at the unit price indicated on Form B:Prices.

E20. SITE RESTORATION

E20.1 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, and as a condition of Total Performance 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.