



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 374-2014**

**MARLENE STREET PARK PATH DEVELOPMENT**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	1
B6. Addenda	2
B7. Substitutes	2
B8. Bid Components	3
B9. Bid	4
B10. Prices	4
B11. Qualification	5
B12. Opening of Bids and Release of Information	5
B13. Irrevocable Bid	6
B14. Withdrawal of Bids	6
B15. Evaluation of Bids	6
B16. Award of Contract	7

### PART C - GENERAL CONDITIONS

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

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Contract Administrator	1
D4. Contractor's Supervisor	1
D5. Ownership of Information, Confidentiality and Non Disclosure	2
D6. Notices	2

#### Submissions

D7. Authority to Carry on Business	2
D8. Safe Work Plan	3
D9. Insurance	3
D10. Performance Security	3
D11. Subcontractor List	3
D12. Detailed Work Schedule	4

#### Schedule of Work

D13. Commencement	4
D14. Substantial Performance	4
D15. Total Performance	5
D16. Liquidated Damages	5
D17. Scheduled Maintenance	5

#### Control of Work

D18. Job Meetings	5
D19. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	6
D20. The Workplace Safety and Health Act (Manitoba) – Qualifications	6

#### Measurement and Payment

D21. Payment	6
--------------	---

**Warranty**

D22. Warranty	6
Form H1: Performance Bond	7
Form H2: Irrevocable Standby Letter of Credit	9
Form J: Subcontractor List	11

**PART E - SPECIFICATIONS**

**General**

E1. Applicable Specifications and Drawings	1
E2. Existing Services and Utilities	1
E3. Access to Site	1
E4. Permits, Notices, Licenses, Certificates, Laws and Rules	1
E5. Damage to Existing Structures, Trees and Property	2
E6. Pedestrian Safety and Traffic Management	2
E7. Protection of the Survey Infrastructure	3
E8. Site Enclosures	3

**Site Development**

E9. Earthwork and Grading	3
E10. Sub-Surface Drainage	4
E11. Granular Path and Seating Nodes	5
E12. Planting Bed	6
E13. Shrub and Perennial Planting	6
E14. Woodchips	9
E15. Post Bollards	10
E16. Site Furniture	11

**FORM A: BID**  
(See B9)

1. Contract Title MARLENE STREET PARK PATH DEVELOPMENT

2. Bidder

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Usual Business Name of Bidder as it appears on Invoice (if different from above)

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
Province

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Email Address of Bidder

\_\_\_\_\_  
Facsimile Number

(Mailing address if different)

\_\_\_\_\_  
Street or P.O. Box

\_\_\_\_\_  
City

\_\_\_\_\_  
Province

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
GST Registration Number (if applicable)

(Choose one)

The Bidder is:

a sole proprietor

a partnership

a corporation

carrying on business under the above name.

3. Contact Person

The Bidder hereby authorizes the following contact person to represent the Bidder for purposes of the Bid.

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

4. Definitions

All capitalized terms used in the Contract shall have the meanings ascribed to them in the General Conditions..

5. Offer The Bidder hereby offers to perform the Work in accordance with the Contract for the Total Bid Price, in Canadian funds, set out on Form B: Prices, appended hereto.

6. Commencement of the Work The Bidder agrees that no Work shall commence until he/she is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.

7. Contract The Bidder agrees that the Bid Opportunity in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Bid.

8. Addenda The Bidder certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract:

No.	Dated
_____	_____
_____	_____
_____	_____

9. Time This offer shall be open for acceptance, binding and irrevocable for a period of sixty (60) Calendar Days following the Submission Deadline.

10. Signatures The Bidder or the Bidder's authorized official or officials have signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature of Bidder or  
Bidder's Authorized Official or Officials

\_\_\_\_\_

(Print here name and official capacity of individual whose signature appears above)

\_\_\_\_\_

(Print here name and official capacity of individual whose signature appears above)

**FORM B: PRICES**  
 (See B10)

**MARLENE STREET PARK PATH DEVELOPMENT**

**UNIT PRICES**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1.	Supply and Install Above Surface Granular Path and Seating Nodes (incl. woodchip edges and Multi-Flo)	E11	SM	1163		
2.	Supply and Install Wood Bollards (incl. chain gate)	E15	EA	41		
3.	Supply and Install Planting Bed (incl. excavation, soil, and fabric)	E12	SM	10		
4.	Supply and Install Natural Wood Chips for Planting Bed (150mm compacted depth)	E14	SM	10		
5.	Supply and Install Perennials	E13	EA	25		
6.	Supply and Install Shrub	E13	EA	1		
7.	Supply and Install Equinox ALFA-Maxi Waste Receptacle	E16	EA	1		
8.	Pick Up and Install Double Sided Bilingual Park Sign w/ Address	E16	EA	1		
9.	Pick Up and Install Surface Mount Composite Taches Benches w/ Arm Rests (incl. concrete pad)	E16	EA	2		
10.	Pick Up and Install Surface Mount Composite Tache Backless Benches w/ Arm Rests	E16	EA	2		
TOTAL BID PRICE (GST extra) (in figures) \$ _____ _____ _____						

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 MARLENE STREET PARK PATH DEVELOPMENT

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 2<sup>nd</sup>, 2014.

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, to the Bidder who requested approval of the substitute.

- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons 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 copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (c) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management 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.
- 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 may 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 the supply and installation of a crusher fines pathway, entry node, bollards, and benches in Marlene Street Park.

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

- (a) Supply and Installation of above surface granular path and seating nodes (incl. woodchip and Multi-Flo);
- (b) Supply and Installation of wooden bollards (incl. chain gate);
- (c) Supply and Install planting bed;
- (d) Supply and Install woodchip surfacing in planting bed;
- (e) Supply and Install perennials;
- (f) Supply and Install shrub;
- (g) Supply and Install Equinox ALFA -Maxi waste receptacle;
- (h) Pick Up and Install double sided bilingual park sign;
- (i) Pick Up and Install composite surface mount Tache benches with arms rests; and
- (j) Pick Up and Install composite surface mount Tache backless benches with arm rests.

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

D3.1 The Contract Administrator is Nadia Selby, represented by:

Nadia Selby  
City of Winnipeg  
Urban Design Division  
Planning, Property & Development Department  
Telephone No.: 204 986-6548  
Email Address: nselby@winnipeg.ca

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

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.

## **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 (2) business days prior to the commencement of any work on the site but in no event later than the date specified on C 4.1 for the return of the executed contract.

D12.2 Detailed Work Schedule shall consist of the following dates:

- (a) Start date;
- (b) Scraping of grass;
- (c) Installation of granular path and seating nodes (incl Multi-Flo and woodchips);
- (d) Installation of wooden bollards (incl. chain gate);
- (e) Installation of planting bed ;
- (f) Installation of perennials;
- (g) Installation of shrub;
- (h) Installation of Equinox ALFA -Maxi waste receptacle;
- (i) Installation of double sided bilingual park sign; and
- (j) Completion date.

## **SCHEDULE OF WORK**

### **D13. COMMENCEMENT**

D13.1 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.

D13.2 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;
  - (vi) the Subcontractor list specified in D11, and
  - (vii) Detailed Work Schedule in D12.
- (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.

D13.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

### **D14. SUBSTANTIAL PERFORMANCE**

D14.1 The Contractor shall achieve Substantial Performance within twenty (20) consecutive Working Days of the commencement of the Work as specified in D13.

D14.2 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.

- D14.3 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.

**D15. TOTAL PERFORMANCE**

- D15.1 The Contractor shall achieve Total Performance within twenty five (25) consecutive Working Days of the commencement of the Work as specified in D13.
- D15.2 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.
- D15.3 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.

**D16. LIQUIDATED DAMAGES**

- D16.1 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 five hundred dollars (\$500) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.
- D16.2 The amount specified for liquidated damages in D16.1 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.
- D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

**D17. SCHEDULED MAINTENANCE**

- D17.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Topsoil and Sod as specified in E12; and
  - (b) Shrubs and Perennials as specified in E14.
- D17.2 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**

**D18. JOB MEETINGS**

- D18.1 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.

D18.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

**D19. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D19.1 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).

**D20. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D20.1 Further to B 11.4 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 B 11.4.

**MEASUREMENT AND PAYMENT**

**D21. PAYMENT**

D21.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**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.

D22.1.1 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.

D22.1.2 For the purpose of Performance Security, the warranty period shall be one (1) year.

**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. 374-2014

MARLENE STREET PARK PATH DEVELOPMENT

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. 374-2014  
MARLENE STREET PARK PATH DEVELOPMENT

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>
M.094-B	Marlene Street Park Path Development – Existing Site Conditions & Removals
M.094-C	Marlene Street Park Path Development – Proposed Design
M.094-D	Marlene Street Park Path Development – Multi-Flo Layout
M.094-E	Marlene Street Park Path Development – Existing Grading Plan
M.094-F	Marlene Street Park Path Development – Bench Node Details
M.094-G	Marlene Street Park Path Development – Path Detail
M.094-H	Marlene Street Park Path Development – Planting Plan
SCD-105A	Post and Chain Fencing
SCD-105B	Post Bollard
SCD-121D	Tache Backless Bench Composite with Arms – Surface Mount
SCD-121E	Tache Bench Composite with Arms – Surface Mount
SCD-154	Bilingual Park Sign with Address
SCD-501	Preparation of Planting Area

#### E2. EXISTING SERVICES AND UTILITIES

- E2.1 No responsibility will be assumed by the City for correctness or completeness of the Drawings, when provided with respect to the existing utilities, pipes or other objects either underground or on the surface: the City shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.

#### E3. ACCESS TO SITE

- E3.1 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.
- E3.2 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and he shall be responsible for all the damage resulting from his Work on private property.

#### E4. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES

- E4.1 Further to C6.12, the Contractor shall give all the 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.

- E4.2 The Contractor shall comply with all laws, or finances, rules and regulations that would relate to the Work.
- E4.3 All notices, consents, approvals, statements, authorizations, documents, or other communications to the City shall be submitted to the Contract Administrator.
- E4.4 All Work shall be performed in compliance with Manitoba Workplace Health and Safety Fall Protection guidelines.
- E4.5 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.

## **E5. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY**

- E5.1 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage and 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 damage, whichever may be deemed necessary in the opinion of, and acceptable to the 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 directly or indirectly against it in respect to any such damage.
- E5.2 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing park trees within the limits of the construction area:
  - (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment within 2 metres of trees.
  - (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2400 wood planks, or suitable protection as approved by the Contract Administrator.
  - (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
  - (d) Operation 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.
- E5.3 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.
- E5.4 No separate measurement or payment will be made for the protection of trees.

## **E6. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT**

- E6.1 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.

E6.2 Ambulance/Emergency vehicle access must be maintained at all times.

## **E7. PROTECTION OF THE SURVEY INFRASTRUCTURE**

E7.1 Notwithstanding clause 4 "Protection of Survey Bars" of the Standard Provision; 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.

E7.2 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 Service 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 that physical condition of those monuments upon completion of construction, at no cost to the Contractor.

E7.3 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.

E7.4 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.

E7.5 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.

## **E8. SITE ENCLOSURES**

E8.1 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.

E8.2 Site enclosures shall be considered incidental to the Contract Work.

## **Site Development**

### **E9. EARTHWORK AND GRADING**

E9.1 This specification shall cover all clearing and grubbing, excavation, stockpiling of topsoil, removals 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, the addition of clean fill to fill up low spots in the park.

E9.2 This specification is supplemental to CW 3010, CW 3110 and CW 3170. Materials and installation are to conform to these standard Specifications.

E9.3 Clearing and grubbing operations are to be completed to the satisfaction of the Contract Administrator prior to the beginning of Earthwork and Grading.

E9.4 Earthwork and Grading shall be paid for at the unit price for Site Grading as is appropriate based upon a measure of the actual area graded in accordance with the plans and

Specifications. Local grading required in other portions of the site shall be considered incidental to the other work and will not be measured.

E9.5 There will be no separate measurement or payment for stockpiling of topsoil, clearing and grubbing operations, excavation, or supply or removal of fill material as these shall be considered incidental to the Earthwork and Grading Operations.

E9.6 Excavation required for installation of sod, crusher fines path, plant material, and site furniture shall be considered incidental to the supply and installation of those items and will not be measured or paid for separately.

**E10. SUB-SURFACE DRAINAGE**

E10.1 This work shall consist of providing and placing a geocomposite prefabricated drain system as described in the drawings. The drainage system shall be installed in accordance with these Specifications and in reasonably close conformity with the locations and dimensions shown on the drawings or specified by the Contract Administrator. The quantities of drain as shown on the drawings may be increased or decreased at the direction of the Contract Administrator based on actual Site Conditions that occur during construction of the project. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of Work.]

E10.2 The drain conduit shall be of flexible, prefabricated, rounded rectangular shaped, composite product. The drain conduit shall be wrapped with a non-woven geotextile and shall be a non-woven needle-punched construction and consist of long-chain polymeric fibers composed of polypropylene, polyethylene or polyimide. The fibers shall be oriented into a multi-directional stable network whereby they retain their positions relative with each other and allow the passage of water as specified. The fabric shall be free of any chemical treatment or coating, which reduced permeability and shall be inert to chemicals commonly found in soil. The geotextile shall conform to the following minimum roll values:

Weight	ASTM D-3776	3.0 – 4.0
Tension Strength	ASTM D-4632	100 – 130
Elongation %	ASTM D-4632	50 – 70
Puncture, lb	ASTM D-751	35 – 60
Mullen Burst, psi	ASTM-3786	110 – 215
Trapezoidal Tear, lb	ASTM D-4533	40 – 42
Coefficient of Permeability	ASTM D-4491	02 – 04 cm/sec
Flow Rate, gpm/ft2	ASTM D-4491	100 - 140
Permittivity, 1/sec	ASTM D-4491	1.3 – 2.0
Apparent Opening Size	ASTM D-4751	60/70 Max. US Std Sieve Opening
Seam Strength, lb/ft	ASTM D-4595	100
Fungus	ASTM G-21	No Growth

E10.3 The drainage core shall be made of a high-density polyethylene. The core shall be constructed using interconnected corrugated pipes that define and provide the flow channels and structural integrity of the drain. The geotextile shall function only as a filter. The core of the edge drain shall conform to the following physical property requirements:

Thickness, Inches	ASTM D-1777	1.0
Flow Rate, gpm/ft***	ASTM D-4716	30
Compressive Strength, psf	STM D-1621 (modified sand method)	6000
Pipe Stiffness, pii	ASTM D-2412	100

\*\*\* At gradient = 0.01, pressure = 10 psi for 100 hours.

- E10.4 The fittings used with the edge drain shall be of a “snap together” design. Size shall be 150mm. All fittings shall be sized to fit approved for use with Multi-Flow or approved substituted in accordance with B6. Cleanouts shall be provided as indicated on the drawing.
- E10.5 The layout of the subdrain is to be marked on Site and approved by the Contract Administrator prior to trenching.
- E10.6 Subdrain to be laid horizontally on the prepared surface to facilitate cross movement of water. Subdrain shall be installed below geotextile and in conformance with details provided.
- E10.7 Contractor is to protect subdrain from excessive weight during the duration of construction and to repair and make good any pipe collapsed prior to acceptance.
- E10.8 305mm wide subdrain to be installed as per Drawing M.094-D and Drawing M.094-G in increments of every 6m under the path and every 3m under the path in low spots, as determined on site in conjunction with the Contract Administrator.

**E11. GRANULAR PATH AND SEATING NODES**

E11.1 Description.

E11.1.1 This Specification shall amend and supplement the City of Winnipeg Specification CW 3110-R11. The Work to be done by the Contractor under this Specification shall cover all phases of supply and placement of crushed limestone surfacing materials necessary to install Granular Path and Seating Nodes as shown on Drawings.

E11.2 Materials

E11.2.1 Refer to Drawing M.094-G, “Marlene Street Park Path Development – Path Detail” as reference for the materials of the Granular Path.

E11.3 Construction Method

E11.3.1 The Work included in the installation of the Granular Path

- (a) Scrape off the vegetative layer and relocate on site as indicated by the CA as per E9.
- (b) Construct the Above Surface Path with a new 200mm depth of 20mm diameter compacted crushed limestone aggregate and a 50mm depth of 5-10mm diameter crushed limestone capping as per Drawing M.094-G
- (c) 5-10mm crushed limestone aggregate and Capping Coarse shall be compacted to a minimum of ninety five percent (95%) of Standard Proctor Density
- (d) Slope the edges of the path 1020mm passed the edge of the top of the granular path and top with 50mm depth of woodchip mulch as per Drawing M.094-G
- (e) Grade path with a 2% cross slope to ensure positive drainage

E11.4 Method of Measurement and Basis of Payment

E11.4.1 Method of Measurement shall be as follows:

- (a) "Supply and Install Above Surface Granular Path and Seating Nodes (incl. woodchip and Multi-Flo)" on Form B: Prices.

E11.4.2 Basis of Payment shall be as follows:

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

## **E12. PLANTING BED**

E12.1 Description

E12.2 This specification shall cover the excavation of planting beds and the supply and installation of topsoil.

E12.3 Materials

E12.3.1 Topsoil Mix

- (a) Planting soil shall consist of black topsoil, a fertile friable natural loam containing by volume not less than 4% and no more than 25% of organic matter for clay loams, and not less than 2% and no more than 25% for sandy loams, with an acidity value ranging from pH 6.0 to 8.0 and capable of sustaining vigorous plant growth. Topsoil is to be free of any mixture of subsoil, clay lumps and free of stones and other extraneous matter. It shall not contain couch or crab grass rhizomes.

E12.4 Construction Methods

E12.4.1 General

- (a) Layout of beds shall be as per Drawing M.094-H.

E12.4.2 Installation

- (a) Excavation shall be in accordance with SCD-501 and
- (b) Upon excavation of the planting bed, the excavation shall be backfilled with a topsoil mixture to a depth to permit adequate installation and stabilization of the plant material. Topsoil shall be placed in accordance with the most up to date version of CW 3540 to a minimum depth of 400mm and woodchips placed as per Drawings.

E12.5 Method of Measurement and Basis of Payment

E12.6 Method of Measurement shall be as follows:

- (a) Planting Bed will be measured on a per square metre basis for:
  - (i) "Supply and Install planting bed" on Form B: Prices.

E12.6.1 Basis of Payment shall be as follows:

- (a) Planting Beds will be paid for at the Contract Unit Prices as indicated on Form B: Prices. The amount to be paid for shall be the total number of units on Form B: Prices. This price shall be payment in full including all costs for the excavation of the planting bed and supply and installation of the topsoil and woodchips.
- (b) This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

## **E13. SHRUB AND PERENNIAL PLANTING**

E13.1 Description

E13.1.1 The work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work as shown on the Drawings and as hereinafter specified, including ,but not necessarily confined to the following:

- (a) Supply and Installation of shrubs and perennials.

E13.1.2 The City reserves the right to reduce the quantity of shrubs in order to meet the budgetary constraints.

## E13.2 Materials

### E13.2.1 General

- (a) All nursery stock supplied shall be Canadian prairie nursery grown, of the species and sizes indicated on the drawings. Quality shall be in accordance with the latest "Guide Specification for Nursery Stock of the Canadian Nursery Trades Association".
- (b) Any nursery stock dug from native stands, wood lots, orchards or neglected nurseries and which have not received proper cultural maintenance as advocated by the Canadian Nursery Trades Association shall be designated as "collected plants". The use of "collected plants" will not be permitted unless approved by the Contract Administrator.
- (c) The Contract Administrator reserves the right to inspect the plant material at their original source, and to instruct the supplier on root and branch pruning requirements.
- (d) Nomenclature of specified nursery stock shall conform to the International Code of Nomenclature for Cultivated Plants and shall be in accordance with the approved scientific names given in the latest edition of standardized Plant Names. The names of varieties not names therein are generally in conformity with the names accepted in the nursery trade.
- (e) Plants larger than specified may be used in approved by the Contract Administrator. The use of such plants shall not increase the Contract price.
- (f) All nursery stock shall be measured when the branches are in their normal position. Height and spread dimensions specified refer to the main body of the plant and not from branch tip.
- (g) All nursery stock shall be well branched, true to type, structurally sound, possess a well developed, undamaged root system and shall be free of disease, insect infestations, rodent damage, sunscald, frost cracks and other abrasion or scare to the bark. All parts of the nursery stock shall be moist and show live, green cambium when cut.
- (h) At least one plant of each variety supplied shall bear a tag showing both the botanical and common name of the plant.

### E13.2.2 Protection of Stock

- (a) All nursery stock shall be well protected from damage and drying out from the time of digging until the time of planting on site. All roots shall be cleanly cut; split roots are not acceptable.
- (b) Nursery stock shall be transplanted with care to prevent damage. Branches shall be carefully tied in such a manner so as not to break or damage trunks. Points of contact with equipment shall be padded. All nursery stock, which cannot be planted immediately upon arrival at the site, shall be well protected to prevent drying out and shall be kept moist until commencement of planting.

### E13.2.3 Wound Dressing

- (a) Horticulturally accepted non-toxic, non-hardening emulsion. Wound Dressing must be approved by Contract Administrator.

### E13.2.4 Miscellaneous Materials

- (a) Water shall be potable and free of minerals which may be detrimental to plant growth.
- (b) Fertilizer shall be a slow release formulation of low nitrogen and high phosphorus e.g. 10-50-12. Apply quantities at rates stated by product manufacturer.
- (c) Planting Soil shall as per specification E12 Planting Bed.

### E13.3 Construction Methods

#### E13.3.1 General

- (a) Planting pits shall be excavated in a square shape with vertical sides to a depth and a minimum width amounting to twice the diameter of the root system, as per drawing SCD-501. The excavated pits shall be refilled with backfill mix as per E13. Hand dig pits where required to protect underground utilities.

#### E13.3.2 Installation

- (a) Upon excavation of the pits, and protection of any underground utility lines, the holes shall be backfilled with a topsoil mixture to a depth to permit adequate installation and stabilization of the plant material.
- (b) After inserting the plant and filling the planting hole with topsoil, water shall be poured in until the pit is thoroughly soaked. Filling of the hole shall then be completed and the fill-in soil shall be packed firmly around the roots, leaving a concave surface for convenient watering 75 mm below rounding and grade elevation. After filling, the planting shall be watered at frequent intervals.
- (c) Planting shall be done during periods suitable to weather conditions and locally accepted practice. All nursery stock shall be set plumb in the centre of pits and at levels as shown on the planting details after settlement has taken place.
- (d) Nursery stock shall be faced to give the best appearance or relationship to adjacent structures and to the approval of the Contract Administrator.

### E13.4 Guarantee of Nursery Stock

E13.4.1 Further to **D22**, the Contractor shall warranty, including replanting any nursery stock found dead and/or in poor condition within two years from the date of the Certificate of Total Performance, at his cost. "Poor condition" shall be interpreted as meaning nursery stock on which branches are dying, or have not shown satisfactory growth of leaves. All replacements plants shall be installed within from the date of notification from the City, unless the City extends the time period, as a result of seasonal or climatic considerations.

- (a) Exempted is nursery stock damaged by accidental causes or vandalism, which stock shall be replaced at the cost of the City.
- (b) All required replacements shall be by plants of at least the same size and species as specified, and shall be supplied and planted in accordance with the original drawings and Specifications, and the replaced material shall carry an additional two-year warranty period. All plants must be in a healthy condition for a full two years before the warranty on the year will be considered fulfilled.

### E13.5 Method of Measurement and Basis of Payment

E13.5.1 Method of Measurement shall be as follows:

- (a) The supply and installation of Plant Material will be measured on a per unit basis for
  - (i) "Supply and Install Perennials" on Form B: Prices
  - (ii) "Supply and Install Shrub" on Form B: Prices

E13.5.2 Basis of Payment shall be as follows:

- (a) The supply and installation of Plant Material will be paid for at the Contract unit price for each perennial and shrub, measured as specified herein, which price shall be payment in full including all costs for the perennials and shrub, two year maintenance, and all other items incidental to the Work included in this Specification.

- (i) Species and quantities as noted in Unit Price Forms.

**E13.6 Plant List**

Quantity	Common Name/botanical name	Size / Remarks
1	Butterfly Bush – Lo and Behold Purple Haze <i>Buddleia 'Lo and Behold Purple Haze'</i>	2 gal. Specimen quality.
6	Petite Delight Beebalm <i>Monarda 'Petite Delight'</i>	1 gal. Specimen quality.
7	Goldstrum Coneflower <i>Rudbeckia fulgida 'Goldstrum'</i>	1 gal. Specimen quality.
4	Butterfly Weed <i>Asclepias tuberosa</i>	1 gal. Specimen quality
9	Big Sky Sundown Coneflower <i>Echinaeca 'Big Sky Sundown'</i>	1 gal. Specimen quality

**E13.6.1 Warranty**

- (a) The Contractor shall, at his/her expense, warrant the Work against any and all defects of deficiencies resulting from insect infestation, disease and mechanical damage due to improper handling, installation or maintenance, for a period of two (2) years for shrubs and perennials from the date of the Total Performance. Nursery stock damaged by vandalism or reasons beyond the control of the Contractor shall be replaced by the client.
- (b) End-of-Warranty inspection will be conducted by the Contract Administrator.
- (c) The Contract Administrator reserves the right to request material replacement or extend the Contractor's Maintenance responsibilities for an additional one (1) year if, at the end of the Warranty Period, leaf development and growth are not sufficient to ensure future survival of the plant material.

**E14. WOODCHIPS**

**E14.1 Description**

E14.1.1 This specification shall cover the supply and installation of Woodchip Mulch:

- (a) located adjacent to the granular path and seating nodes; and  
 (b) within area of the new planting bed.

**E14.2 Materials**

- (a) Woodchips  
 (i) Natural. Clean bark or wood chip mulch with chips not less than 15mm nor larger than 75mm in size and not more than 20mm thick. Mulch is to be free of leaves, branches and other extraneous matter. Quantity 10 SM.

**E14.3 Construction Methods**

- (a) Woodchip Surfacing within planting beds shall include the excavation of the area as per E13 and then the installation of 150mm compacted depth of woodchips.  
 (b) Installation of woodchip surfacing adjacent to the granular path shall be as per Drawing M.094-G.

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

- E14.4.1 Method of Measurement shall be as follows:
- (a) The supply and installation of Woodchip Surfacing shall be measured on a per square metre basis for:
    - (i) "Supply and Install Natural Wood Chips on Form B: Prices.
  - (b) No measurement will be made for the woodchip surfacing adjacent to the granular track as these items are incidental to E11.
- E14.4.2 Basis of Payment shall be as follows:
- (a) The supply and installation of Woodchips will be paid for at the Contract Unit Prices as indicated on Form B: Prices. The amount to be paid for shall be the total number of units on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
  - (b) No payment will be made for the woodchip surfacing adjacent to the granular path as these items are incidental to E11.

## **E15. POST BOLLARDS**

### E15.1 Description

E15.2 This Specification will cover the supply and installation of bollards as per SCD-105B and as shown on the drawings. This specification will cover supply and installation of all labour, materials, equipment and services necessary for the supply and installation of a bollard fence shown on the drawings.

### E15.3 Materials

- (a) Wood bollard posts shall be Western Red Cedar, free of bark, solid core, air dried, pentachlophenol dipped after shaping and drilling or Manitoba Pine, free of bark, solid core, rough not turned and boliden treated under pressure.
- (b) 19mm down limestone.
- (c) Bollard posts shall be to the size and dimensions as indicated on the construction drawings.
- (d) Chain Fencing shall be 6mm galvanized

### E15.4 Construction Methods

#### E15.4.1 Installation of wood bollards shall be as per SCD-105B.

- (a) Bollard posts shall be installed true and plumb.
- (b) Tops of bollard posts shall follow final site grades.
- (c) Backfill bollard post excavations with 6mm down limestone. Tamp material thoroughly.

#### E15.4.2 Installation of chain fencing shall be as per SCD-105A.

- (a) Pre-drill post and secure chain with two (2) 90mm galvanized nails on each post.
- (b) 6mm galvanized chain.
- (c) Bottom of chain shall hang 300mm from the top of wooden post.

#### E15.4.3 Method of Measurement and Basis of Payment

#### E15.4.4 Method of Measurement shall be as follows:

- (a) The supply and installation of bollards shall be measured on a per item basis for:
  - (i) "Supply and Install wooden bollards (incl. chain fencing)" on Form B: Prices.
- (b) No measurement will be made for the Chain Fencing as this item is incidental to E13.

- E15.4.5 Basis of Payment shall be as follows:
- (a) Bollards will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
  - (b) No payment will be made for the Chain Fencing for the wooden post as this item is incidental to E13.

## E16. SITE FURNITURE

### E16.1 Description

E16.1.1 This specification shall cover the pick-up and installation of one (1) in-ground waste receptacle, one (1) double sided bilingual park sign, two (2) backless Tache composite benches, and two (2) Tache composite benches.

E16.1.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work as shown on Drawings and specified herein.

### E16.2 Materials

E16.2.1 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.

E16.2.2 Site Furniture shall be:

- (a) Waste Receptacle – Equinox “ALFA-Maxi”, Product # AL-1867 Maxi 30 In Ground Waste System (green in colour); Standard Maxi Lid complete with 8” round opening (green in colour), Plastic Wood Skirt cladding (brown in colour), and Alpha’s Re-useable Bag, or substitute approved in accordance with B7.
- (b) Park Sign – double sided bilingual sign with address, as per SCD-154, Product **#52501105**, or substitute approved in accordance with B7, with the following park name and address: “Marlene Street Park”, “65 Marlene Street”.
- (c) Composite Bench – Tache Backless Bench Composite with Arms Surface Mount, **galvanized frame** as per SCD-121D, product **#52501115GLV** with composite slats in cedar-tone colour.
- (d) Composite Bench – Tache Bench Composite with Arms, Surface Mount, **galvanized frame** as per SCD-121E, product **#52501071GLV** with composite slats in cedar-tone colour.

- (i) Contact for Equinox Waste Receptacle

Peter Klym @ 770-6568  
Equinox Environmental  
401 Chrislind Street  
Winnipeg, MB R2C 5G4  
Email: [peter@eqnx.biz](mailto:peter@eqnx.biz)

- (ii) Contact for Benches and Park Sign:

Aaron Lennon @ 986-5505  
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](mailto:ALennon@winnipeg.ca)

### E16.3 Construction Methods

- (a) All Work is to be located and installed in accordance with the Drawings, SCDs, and following manufacturer's instructions, using approved non-rusting, vandal resistant fasteners to ensure solid, durable, finished work suitable for the purpose intended. Fasteners and assembly hardware shall be incidental to the Work;
- (b) All furnishings and fixtures to be installed plumb and true to correct elevations and location, as directed by the Contract Administrator. The Contractor shall confirm proposed locations of all site furnishings with Contract Administrator prior to installation;
- (c) All furnishings and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering is prohibited;
- (d) Install as per manufacturer's instructions and the attached drawings.

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

#### E16.4.1 Method of Measurement shall be as follows:

- (a) Site Furniture will be measured on a per unit basis for the following items:
  - (i) "Supply and Install Equinox Alpha-Maxi In Ground Waste Receptacle";
  - (ii) "Pick up and Install Double Sided Bilingual Park Sign",
  - (iii) "Pick Up and Install Surface Mounted Composite Backless Tache Bench w/ Arm Rests", and
  - (iv) "Pick Up and Install Surface Mounted Composite Tache Bench w/ Arm Rests" on Form B: Prices.

#### E16.4.2 Basis of Payment shall be as follows:

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