



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 863-2015**

**BUNN'S CREEK PATHWAY RENEWAL**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 BUNN'S CREEK PATHWAY RENEWAL

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 20, 2015.

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, a Site meeting will be held at Bunn's Creek Centennial Park 10:30 am on October 15, 2015 to provide Bidders access to the Site.

B3.2 The Bidder is advised that at the meeting we will walkthrough the site starting at the park parking lot in Bunn's Creek Centennial Park and ending at Henderson Highway.

B3.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

### **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 B16.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B8. BID COMPONENTS**

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (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 B16.1(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. DISCLOSURE**

B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are:

- (a) N/A

## **B12. QUALIFICATION**

B12.1 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.

B12.2 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>

B12.3 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);

B12.4 Further to B12.3(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/>).

B12.5 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.

B12.6 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.

### **B13. OPENING OF BIDS AND RELEASE OF INFORMATION**

B13.1 Bids will not be opened publicly.

B13.2 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>

B13.3 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/>

B13.4 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.

### **B14. IRREVOCABLE BID**

B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B14.2 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.

### **B15. WITHDRAWAL OF BIDS**

B15.1 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.

B15.1.1 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.

B15.1.2 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.

B15.1.3 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 B15.1.3(b), declare the Bid withdrawn.

B15.2 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 B14.2 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.

## **B16. EVALUATION OF BIDS**

- B16.1 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 B12 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B7.
- B16.2 Further to B16.1(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.
- B16.3 Further to B16.1(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.
- B16.4 Further to B16.1(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.
- B16.4.1 Further to B16.1(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.

## **B17. AWARD OF CONTRACT**

- B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B17.2 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.
- B17.2.1 Without limiting the generality of B17.2, 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.
- B17.3 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 B16.
- B17.3.1 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.
- B17.4 Notwithstanding C4, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B17.5 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 erosion protection, path improvements including grading, crusher fines path, new asphalt path, and site furnishings.

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

- (a) Erosion protection selected segments of Bunn's Creek
- (b) Re-grading selected portions of the pathways to reduce the slopes
- (c) Installing new and re-building part of the existing pathways
- (d) Grading, excavation, and asphalt paving at approaches at Henderson, Bonner and Rothesay street crossings.
- (e) A precast concrete retaining wall at the Henderson site entry.
- (f) Replacing some site furnishings
- (g) Site restoration.

#### **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 address 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

D6.5 Bids Submissions must be submitted to the address in B8.5.

## **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/matmgmt/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:
- (a) a critical path method (C.P.M.) schedule for the Work;
  - (b) a Gantt chart for the Work based on the C.P.M. schedule;
  - (c) a daily manpower schedule for the Work;
- all acceptable to the Contract Administrator.
- D12.3 Further to D12.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:
- (a) Commencement Date;
  - (b) Rip Rap;
  - (c) General Path Re-grading, Rebuilding;
  - (d) Work at the Henderson Site entry;
    - (i) Excavation
    - (ii) Base Course
    - (iii) Retaining wall
    - (iv) Asphalt paving
    - (v) Remove existing path
    - (vi) Topsoil and sod
  - (e) Work at the Bonner Site entry;
    - (i) Excavation
    - (ii) Base Course
    - (iii) Culvert
    - (iv) Asphalt paving
    - (v) Remove existing path
    - (vi) Topsoil and sod
  - (f) Work at the Rothesay Site entry;
    - (i) Excavation
    - (ii) Base Course
    - (iii) Pedestrian Crossing
    - (iv) Asphalt paving
    - (v) Remove existing path
    - (vi) Topsoil and sod
  - (g) Site Restoration
  - (h) Substantial Performance
  - (i) Total Performance
- D12.4 Further to D12.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

D12.5 Further to D12.2(c), the daily manpower schedule shall list the daily number of individuals on the Site for each trade.

## **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) the detailed work schedule specified 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 thirty (30) 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 forty five (45) 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 (\$500.00) 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) Sod maintenance as specified in E17;
- 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 B12.4, 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 B12.4.

## MEASUREMENT AND PAYMENT

### D21. INVOICES

D21.1 Further to C12, the Contractor shall submit an invoice for each portion of Work performed. to:

The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9

Facsimile No.: 204-949-0864

Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)

D21.2 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.

D21.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D21.4 Bids Submissions must be submitted to the address in B8.5.

### D22. PAYMENT

D22.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## WARRANTY

### D23. WARRANTY

D23.1 Warranty is as stated in C13.

**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. 863-2015

BUNN'S CREEK PATHWAY RENEWAL

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. 863-2015  
  
BUNN'S CREEK PATHWAY RENEWAL

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 City of Winnipeg Accessibility Design Standards.
- E1.4 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
L-100	Site Context
L-200	Project Scope Plan Bonner at Henderson
L-201	Project Scope Plan Bonner at Rothesay
L-202	Project Scope Plan Bonner at Bunns
L-203	Project Scope Plan Bonner at Brahms
L-300	Henderson Crossing
L-301	Bonner Crossing
L-302	Rothesay Crossing
G1	Site and Test Hole Location Plan and Photograph Index
G2	Zone A and B Plan and Section
G3	Zone C and D Plan and Section
G4	Zone E and F Plan and Section
G5	Zone G and H Plan and Section
G6	Zone I and J Plan and Section
G7	Zone K Plan and Section
G8	Soil Classification Sheet and Test Hole Logs (TH1-A, TH2-A, TH1-B, TH2-B)
G9	Test Hole Logs (TH1-C to TH5-C)
G10	Photographs 1 to 6
G11	Photographs 7 to 12

#### 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. SITE VERIFICATION

- E3.1 Further to C3.1,
- (a) Prior to commencing actual construction work, check field conditions, obtain and confirm actual site dimensions, examine surface conditions, etc. as required to ensure correct fabrication and execution of the work.

(b) Examine previously constructed work. Notify Contract Administrator in writing of any conditions which may prejudice proper completion of this work. Commencement of construction constitutes acceptance of existing conditions, and means dimensions have been considered, verified and are acceptable.

(c) Contractor shall pay all costs for his/her on site review and examination.

E3.2 The City will not be conducting further test holes. The Contractor is responsible to make their own interpretation of the soils within the construction area.

(a) Pay all costs for onsite review and examination.

#### **E4. EXISTING SERVICES AND UTILITIES**

E4.1 Although the Plans may show the location of existing surface and underground works and services, the City and the Contract Administrator does not assume responsibility for discrepancies between the Plans and the actual locations of the works and services or the completeness of the drawings. The Contractor shall make all requests directly to each utility for the location of their existing works prior to the start of construction in the area

E4.2 Prior to the commencement of construction, the Contractor shall inspect the site and examine all available records and contact all relevant utilities as necessary to determine the location of all existing surface and underground works. Locations of underground structures if shown are based on the best information available. No guarantee is given that all existing locations are exact.

E4.3 The Contractor shall be responsible for and take all necessary precautions to preserve and protect all public utilities (i.e. telephone lines and cables, hydro lines and cables, gas lines, sewer mains and services, water mains and services, etc.) existing drains and surface drains or parts thereof which may be affected by his/her operations.

E4.4 The Contractor shall make all requests directly to each utility for the location of their existing works prior to the start of construction in the area.

E4.5 The Contractor shall indemnify and save harmless the City and the Contract Administrator or his/her Sub-Consultants against damages for consequential loss and against any claim made against the City or the Contract Administrator of any such main, line, conduit or other such structure or utility for any loss or damage in respect of third party claims or which may be suffered by any such City because of damage to any such main, line, conduit, or other such structure or utility, in any way caused by the operations of the Contractor in the performance of this Contract.

#### **E5. ACCESS TO SITE**

E5.1 The Contractor shall co-operate with the City so as to cause the least inconvenience throughout the area at all times.

E5.2 Confine apparatus, the storage of products and the operations of workers to limits indicated by laws, ordinances, permits and by directions of the Contract Administration.

E5.3 Do not unreasonably encumber site with materials or equipment.

E5.4 Do not load or permit to be loaded any part of the work with a weight, load or force that will endanger its safety.

E5.5 Move stored products or equipment which interfere with operations of City.

E5.6 Obtain and pay for use of additional storage or work areas needed for operations.

E5.7 Obtain, pay for, and maintain on Site sanitary facilities from startup to Total Performance.

E5.8 Maintain roads and access in good condition for efficient execution of work.

- E5.9 Maintain the project site during construction.
- E5.10 Be responsible for damage due to weather, vandalism, etc.
- E5.11 Complete works in a manner that shall result in good surface drainage during periods of precipitation.
- E5.12 Maintain project free of accumulated waste, surplus excavated materials and rubbish.
- E5.13 Haul any waste materials including excavated materials from the site and dispose of in a manner acceptable to the Contract Administrator.
- E5.14 Assume full responsibility for the protection and safekeeping of products under the contract, stored on the site.

#### **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 or near to the Site of the Work. For all damage incurred in the performance of the Work (either directly or indirectly), the Contractor shall either replace or 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 and/or his/her Subconsultants from all claims made directly or indirectly against it in respect to any such damage.
- E6.2 Location of existing works on public property in some areas may restrict the normal operation of heavy machinery. In these areas the contractor is not relieved of any responsibility from damages caused to private or public property. Take all necessary precautions to prevent damage to existing facilities.
- E6.3 When moving heavy equipment protect roads, streets and all property. Use caution when turning heavy equipment on streets to prevent permanent damage. If permanent damage occurs, repair such damage at no expense to the City.

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

- E7.1 Notwithstanding clause 4 "Protection of Survey Bars" of the Standard Provisions; Current legislation, The Surveys Act, places the onus on those undertaking construction to protect the Survey Infrastructure from damage as a result of their activity.
- E7.2 Further to C:6.26 (g), at least seventy-two (72) hours prior to the commencement of the On-Site Work the Contractor shall contact the City of Winnipeg, Geomatics Services Branch at 204-918-1360 (8:00 am to 4:00 pm Monday to Friday excluding holidays) to obtain underground clearance. Geomatics Services will locate and mark all known outline survey monuments and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.
- 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 forty-eight (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. SETTING OUT OF THE WORK**

- E8.1 The Contractor shall be responsible for setting control and completing all grading and other work executed under this contract to all lines, elevations, reference points and measurements based on plans and specifications supplied by Contract Administrator.
- E8.2 The Contractor shall employ competent person(s) to lay out work.
- E8.3 If requested, the Contract Administrator will provide the Contractor with the basic layout plan in AutoCAD dwg format. The Contract Administrator will not provide any survey points, survey data, contours, or DTMs (Digital Terrain Models).
- E8.4 Supply Contract Administrator all Survey data utilized upon request of Contract Administrator.
- E8.5 The Contractor will mark, to the extent he determines to be necessary, the location, alignment and elevation of the Work by means of stakes or marks, for review and approval by the Contract Administrator. The Contractor shall make the completed Works conform to the lines and marks thus approved and indicated.
- E8.6 The Contractor shall notify the Contract Administrator immediately of the disturbance of any such stakes or marks. The cost of correcting any errors arising out of neglect of the Contractor to so notify the Contract Administrator shall be borne entirely by the Contractor, as well as the cost of replacing any disturbed stakes or marks.
- E8.7 Before commencing Work, the Contractor shall satisfy him/herself as to the meaning and correctness of all stakes and marks and no claims shall be entertained by the City on account of any alleged inaccuracies. If any error is suspected in the Drawings, Specifications or the directions of the Contract Administrator, Work shall be discontinued until the errors are rectified, but no claims shall be made on account of any delay occasioned thereby.
- E8.8 The Contractor shall determine and provide all dimensions and elevations measured from the stakes or marks.
- E8.9 The Contract Administrator shall be advised of the staking of the work layout at least twenty-four (24) hours in advance in order that the layout may be inspected and adjusted as required prior to construction. The cost of correcting any errors arising out of neglect of the Contractor to so notify the Contract Administrator shall be borne entirely by the Contractor.
- E8.10 The Contract Administrator shall only review the stakes and marks for general conformance to the proposed design. The Contractor shall not rely on this review as authoritative or comprehensive review of the staking and shall remain responsible for conformance to the design intent and drawings following this review.
- E8.11 There shall be no separate payment for the layout of the works or the provision of stakes or marks, these items being considered incidental to the items of work being laid out

## **E9. PERMITS, NOTICES, LICENCES, CERTIFICATES, LAWS AND RULES**

- E9.1 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.

- E9.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.
- E9.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.
- E9.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.
- E9.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.
- E9.6 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.

#### **E10. CODES AND STANDARDS**

- E10.1 Perform work and obtain permits in accordance with the National Codes of Canada and any other code of provincial or local application including City of Winnipeg. In any case of conflict or discrepancy the more stringent requirements shall apply.
- E10.2 Obtain permits and complete work to meet or exceed the requirements of standards, codes and other documents referred to in this specification.
- E10.3 Where the specifications contained herein are more stringent than the applicable code or standard utilize the most stringent.
- E10.4 Equipment and materials to carry CSA, ULC or cUL approval and conform with applicable standards. There will be no exceptions or alternatives.
- E10.5 Where a standard or code of any type is referred to anywhere in the document, the standard or code utilized for all work shall be the most recent whether or not the most recent is specifically shown or listed.

#### **E11. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT**

- E11.1 Further to CW 1130, the Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress is maintained to private properties while he/she is Working near them. Any damage caused by the negligence of the Contractor or his/her SubContractors to the adjacent Works or properties, shall be promptly repaired by him at his/her own expense, to the satisfaction of the Contract Administrator.
- E11.2 The Contractor shall, during the construction of this project, maintain safe and accessible access to the adjacent facilities at all times.
- E11.3 It is recognized that during the construction of the project it may be necessary to close parts of the pathway to ensure public safety. The Contractor shall take all appropriate and prudent steps to close the pathway and control pedestrian access at these times including at a minimum appropriate barricades and signage at entry points.

#### **E12. PROTECTION OF EXISTING TREES**

- E12.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing trees, and trees within the Site, within the limits of the construction area. If the Contractor requires further information on these specifications, contact the City of Winnipeg Forestry Branch at 986-2004.
  - (a) All construction traffic shall be restricted to the limits of construction shown on the drawings.

- (b) Excavation equipment shall be track based.
- (c) All equipment operating in the existing forest, behind the limit of wheeled vehicle line shown on the drawings, shall be track based and have a maximum width of 2 m.
- (d) The contractor shall confine all construction traffic to the alignment of the proposed path, turn around areas, and staging areas as designated on the site by the contract administrator.
- (e) Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the Work and shall be approved by the Contract Administrator prior to the commencement of Work. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of the trees. The dripline of a tree shall be considered to be the ground surface directly beneath tree from the tree trunk to 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.

- E12.2 Obtain approval from the Contract Administrator to excavate within 2.0 metres of a tree.
- E12.3 Excavate in a manner to minimize damage to the tree root systems. Keep exposed roots in excavations and trenches moist or shaded. If stockpiling of excavated soil material is required, stockpile in areas away from the tree roots if possible.
- E12.4 All items of tree protection shall be considered incidental to the Work and shall not be measured or paid for separately.
- E12.5 The Contractor shall compensate the City in the amount of \$200.00 for every tree removed from site without prior approval by the Contract Administrator. There shall be no compensation for trees removed with the consent of the Contract Administrator prior to the tree removal. The City shall have the right to withhold these monies from any payments due the Contractor.

### **E13. DEMOLITION AND REMOVALS**

- E13.1 This section shall cover the removal of existing crusher fines path where scheduled for removal and removal of trees where it is deemed necessary to complete the project. It shall also cover any other demolition and removal necessary to construct the project which may be considered incidental to other items of Work.
- E13.2 To the extent and limits shown on the Drawings, where the existing crusher fines paving is to be removed, the existing material is to be excavated to a depth sufficient to remove the existing granular material in its entirety.
- E13.3 Excavated granular material is to be removed from the Site and disposed of in a legally acceptable manner. Should the quality of existing granular material be acceptable and the contamination of the material with clay or soil be minimal and following inspection and approval of the granular material by the Contract Administrator, the granular material may be used in the base layer of the new crusher fines paving.
- E13.4 Grassed areas specified for removal shall have the grass surface and growing medium (soil) removed to the elevation of subsurface layer (clay). The excavated material shall be removed from the Site and disposed of or recycled in an environmentally responsible and legal manner.
- E13.5 Where removal of trees is considered essential to completing the regrading work or path realignment the Contractor shall confirm with the Contract Administrator that the trees must be removed prior to removal of the trees
- E13.6 Where benches are to be removed and they contain a dedication plaque the Contractor shall consult with the Contract Administrator regarding the preservation of the plaque.
- E13.7 Measurement and payment for this section shall be on the following basis;

- (a) Removal of surplus fill material shall be considered incidental to the portions of Work that generated the fill. There will be no separate measurement or payment for this portion of the Work.
- (b) Removal of the existing crusher fines path where removal is called for on the drawings in areas other than the Henderson, Rothesay, and Bonner approaches, shall be considered incidental to other works. There will be no separate measurement or payment for this portion of the Work.
- (c) Removal of Site furnishings shall be considered incidental to the replacement of same.
- (d) Removal of crusher fines paving and trees within the area to be graded at the Henderson, Rothesay, and Bonner approaches shall be measured and paid for as a lump sum under the items named "Demolition" and itemized as items 7, 12, and 18 on form B: Prices.

#### **E14. EARTHWORK AND GRADING**

- E14.1 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.
- E14.2 This specification is supplemental to CW 3010 , CW 3110 and CW 3170. Materials and installation are to conform to these standard Specifications.
- E14.3 Clearing and grubbing operations are to be completed to the satisfaction of the Contract Administrator prior to the beginning of Earthwork and Grading.
- E14.4 Earthwork, Excavation, and Grading shall be paid for at the unit price(s) for Grading and or 'Excavation/Grading' at Henderson, Rothesay, and Bonner (items 9, 14, and 20 respectively) 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.
- E14.5 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.
- E14.6 Excavation required for installation of sod, crusher fines path, culvert, and site furniture and shall be considered incidental to the supply and installation of those items and will not be measured or paid for separately.

#### **E15. ASPHALT PAVING**

- E15.1 This specification covers the supply and installation of asphalt path 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.
- E15.2 This specification is supplemental to CW 3110 and CW 3170 and CW 3410. Materials, testing, and installation are to conform to these standard specifications.
- E15.3 Excavated material is to be disposed of off site.
- E15.4 Sub-base, base materials and depths are as noted on drawing.
- E15.5 Asphaltic paving is to be Type 1A. Depth, alignment, grade is as noted on the drawing. Asphalt shall be placed in one lift.
- E15.6 Except as specifically noted on the drawing pathways 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.

- E15.7 Sub-base and base courses are to extend past asphalt as shown on the drawing.
- E15.8 Asphalt is to meet adjacent surfaces in a neat and precise manner.
- E15.9 Measurement and Payment will be at the contract unit price per square meter for item 'Asphalt Path' on Form B:Prices. Measurement shall be of the actual area covered by Asphalt. 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 Subbase 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.

## **E16. GRANULAR PAVING**

- E16.1 This specification covers the supply and installation of granular paving including all excavation, compaction, geotextile, sub-base and base construction as well as gravel surfacing, and repair of adjacent surfaces to ensure a smooth transition to the paving. Other items necessary to complete this portion of the Work and not noted elsewhere are considered incidental to this Work.
- E16.2 This specification is supplemental to CW 3110, CW 3130 and CW 3170. Materials and installation are to conform to these standard Specifications.
- E16.3 Sub-base, base materials and depths are as noted on drawing.
- E16.4 Except as specifically noted on the drawing areas of granular paving are to be constructed so as to function with existing drainage patterns and are to have a minimum cross slope of 1% and a maximum cross slope of 2%.
- E16.5 Paths are to be constructed with a maximum running slope on the walking surface of 5% unless otherwise noted on the Drawings.
- E16.6 Contractor is to restore areas used for stockpiling and staging to the satisfaction of the Contract Administrator.
- E16.7 Granular paving is to meet existing landscaping, concrete paving and roads in a neat and precise manner.
- E16.8 Measurement and Payment will be at the contract unit price per linear meter for 'Crusher Fines Path'. Measurement shall be of the actual area of the path installed within the limits shown on the Drawings. Price shall be payment in full for supplying materials and for performing all operations listed below:
- (a) Stripping existing topsoil.
  - (b) Excavate/levelling in-situ material to accommodate the pavement structure including base and subbase.
  - (c) Supply and installation of subdrain;
  - (d) Supply and installation of Geotextile.
  - (e) Supply and placement of Crushed limestone base course.
  - (f) Supply and placement of Crushed surfacing.
  - (g) Compaction

- (h) Repair of tie-in to adjacent surfaces (local wood chip) at edge of newly constructed paving.
- (i) Restoration of staging areas.

## **E17. SODDING**

### General Description

- E17.1 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 minor Site restoration.

### Materials and Methods

- E17.2 Topsoil and sod are to be supplied and installed as per CW 3510 and CW 3540.
- E17.3 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. Incidental Site restoration shall conform to the same Specifications.
- E17.4 The compacted depth of topsoil shall be 10 cm.
- E17.5 Sod shall be maintained by the contractor as per CW 3510.

### Measurement and Payment

- E17.6 Measurement and Payment will be at the contract unit price per square meter for Sod and Topsoil at the unit prices on Form B: Prices. Measurement shall be of the actual area sodded within the limits approved by the Contract Administrator. 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.
- E17.7 Payment shall be as per CW 3510

## **E18. SITE FURNITURE**

### E18.1 Description

- E18.1.1 This specification shall cover the pick up and installation of Tache Composite Benches The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work as shown and specified herein.

### E18.2 Materials

- E18.2.1 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.
- E18.2.2 Benches shall be "Tache Bench – Composite with arms" as per SCD-121A as called for on the drawings, or substitute in accordance with B6.
- E18.2.3 Contact for both Benches:

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  
Telephone No. (204) 986-5505  
Facsimile No. (204) 986-1248

**E18.3 Construction Methods**

- E18.3.1 All Work is to be located and installed in accordance with the Drawings, SCD-121A 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.
- E18.3.2 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.
- E18.3.3 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.
- E18.3.4 Install Benches as per SCD-121a.
- E18.4 Method of Measurement and Basis of Payment
- E18.5 Measurement and payment shall be for each as per Form B: Prices. Said price shall include all Work necessary to supply and install each item of Site furniture.

**E19. SITE CARPENTRY**

- E19.1 This specification shall cover the supply and installation of the Railing as described in the drawings. All items are understood to be a complete product including demolition, foundation, posts, trim and other items necessary or incidental to the construction of the items specified.
- E19.2 All site carpentry is to be constructed from the materials and in the form indicated on the drawing.
- E19.3 Contractor is responsible for ensuring that all items are installed according to principles of standard good practice with products and connectors being used as per the manufacturers specification. Contractor shall ensure that structures meet all of the requirements of the Canada Building Code as well as any municipal requirements.
- E19.4 The Railing and Fences shall be measured from the beginning of the run to the end and paid for at the rate identified on Form B:Prices for 'Railing' and 'Fence' respectively.

**E20. HDPE CULVERT**

- E20.1 This specification shall cover the supply and installation of the culverts as described in the drawings. All items are understood to be a complete product including demolition, grading, bedding material, compaction, backfill, and other items necessary or incidental to the construction of the items specified.
- E20.2 Culverts shall be HDPE corrugated pipe with an inside diameter of 30 cm unless otherwise noted on the Drawings noted on the drawings and recommended by the manufacturer for use as drainage culverts.
- E20.3 Culverts shall be of sufficient length to allow for a level ground extending a minimum of 1 m on either side of the pathway and then a drop in grade to the invert.
- E20.4 Culverts shall be installed as per details shown on the drawings in the locations identified on the site by the Contract Administrator.
- E20.5 In all other respects culvert installation is to confirm with CW 3610.

E20.6 Culvert shall be measured and paid for by each culvert actually installed on the site and paid for at the rate specified in Form B:Prices.

## **E21. SUPPLY AND PLACEMENT OF RIP-RAP**

### **DESCRIPTION**

E21.1 This Specification shall cover the work required under the heading Supply and Placement of Rip-Rap as shown in Form B: Prices, and shall include the supply and placement of 251 tonnes of rip-rap that will be placed at select zones along the pathway as shown on Drawings G2 to G7. The select zones are Zone A, which will require approximately 19 tonnes, Zone C approximately 15 tonnes, Zone D approximately 16 tonnes, Zone F approximately 1 tonne, Zone H approximately 12 tonnes, Zone I approximately 18 tonnes, and Zone K approximately 170 tonnes. The rip-rap is to be placed as outlined in the drawings with the slope ends feathered out in a smooth transition with the surrounding grades. At locations where culverts are present, rip-rap is to be placed around the culvert with a minimum 500 mm on either side of the culvert.

E21.2 The Work to be done by the Contractor shall include superintendence, labor, materials, and all other things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified.

### **Materials**

E21.3 The rip-rap will be crushed clean, white durable crystalline limestone with a diameter size ranging between 100 mm and 300 mm with a mean average size of 200mm.

### **Construction Methods**

E21.4 The finished grade shall have slope, grades, detail, treatment and form as shown on Drawings G2 to G7 and final approval of the above will be provided by the Contract Administrator. Installation of rock shall taper at edge of rip rap area as per Drawings.

### **Quality Control**

E21.5 All workmanship and materials furnished and supplied under this Specification will be subject to inspection by the Contract Administrator, including all operations from the selection and production of materials through the final acceptance of the specific Work. The Contractor shall be responsible for the control of all operations to complete the work, except the inspections or approvals that have been previously given.

E21.6 The Contract Administrator shall have full access for inspection and control of testing of materials at the site to determine whether the materials are being selected and placed or Work being conducted in accordance with this Specification.

### **Payment**

E21.7 Supply and installation of rip rap shall be per Tonne actually installed as indicated under the item "Supply and Placement of Rip Rap" on FormB:Prices.

## **E22. SUPPLY AND PLACEMENT OF BOULDERS/COBBLES**

E22.1 This specification shall cover the work required under the heading Supply and Placement of cobbles as shown in Form B: Prices, and shall include the supply and placement of boulders/cobbles along the shoreline that will be placed along the shoreline at Zone E as shown on Drawing G4.

E22.2 The work to be done by the Contractor under this specification shall include superintendence, labor, materials, and all other things necessary for and incidental to the satisfactory performance and completion of all work as hereinafter specified.

### **Materials**

E22.3 The diameter size of the boulders/cobbles shall be between 200 mm and 300 mm with a mean average size of 250 mm.

**Construction Methods**

E22.4 The finished grade shall have slope grades and form as shown on Drawings G4 and final approval of the above will be provided by the Contract Administrator.

**Quality Control**

E22.5 All workmanship and materials furnished and supplied under this Specification will be subject to inspection by the Contract Administrator, including all operations from the selection and production of materials through the final acceptance of the specific Work. The Contractor shall be responsible for the control of all operations to complete the work, except the inspections or approvals that have been previously given.

E22.6 The Contract Administrator shall have full access for inspection and control of testing of materials at the site to determine whether the materials are being selected and placed or Work being conducted in accordance with this Specification.

**Payment**

E22.7 Supply and installation of cobbles shall be as per lump sum as indicated under the item "Supply and Placement of Cobbles" on FormB:Prices.

**E23. LOCAL WOOD CHIP SITE RESTORATION**

E23.1 This specification shall cover the renovation of the graded areas where "Wood Chips Mulch" is called for on the drawings.. This shall be understood to include installing a 15 cm depth of new local wood chip mulch over the disturbed area.

E23.2 Local wood chip mulch is to be local, chipped wood from deciduous prunings or other sources approved by the Contract Administrator. The wood chips shall vary from 25 mm to 60 mm in total length with larger pieces removed from the Site. It shall not contain spruce or pine needles or an excess of leaves, construction material, or paint.

E23.3 Payment shall be at the unit price specified on for "Wood Chip Site Restoration" on Form B:Prices .

E23.4 Measurement shall be per square meter of wood chip restoration based upon an actual on Site measurement of the restored area.

**E24. PRECAST CONCRETE RETAINING WALLS**

E24.1 This section shall cover the supply and installation of precast concrete retaining walls.

E24.2 Retaining walls shall be Barkman DuraHold II walls or substitute approved in accordance with B6. Colour shall be natural.

E24.3 Capstone shall be Barkman DuraHold II Cap or substitute approved in accordance with B6. Colour shall be natural.

E24.4 Granular limestone base is to be crushed stone or gravel having hard angular particles, free from clay lumps, cementation, organic material, frozen material or other deleterious materials.

E24.5 Geotextile shall be non-woven and installed as shown on the drawings. It shall have an apparent opening size of between 0.149 mm and .210 mm and a minimum unit weight of 135 grams per sq. m.

- E24.6 The Contractor shall excavate for the base course, compact, install the geotextile, install the base granular and compact to 100% of proctor density. He shall then build the wall in accordance with manufacturers instructions, backfilling with granular as necessary.
- E24.7 The top course of the wall shall be attached with continuous concrete adhesive. (mastic)
- E24.8 Measurement and payment shall be per Linear Meter of wall length as shown on the Drawings. Walls segments of different heights, individual rows of blocks or capstone length will not be measured separately. Said measure and payment shall be understood to include all items necessary and incidental to supply and installation of the wall including but not limited to excavation, compaction, adhesives, and granular.

## **E25. CROSSWALK RELOCATION**

- E25.1 This section shall cover the construction of a new pedestrian crossing and the removal of an existing pedestrian crossing
- E25.2 Removal
- (a) Removal of the existing crosswalk shall not take place until the new crosswalk and pedestrian path connections are in place and complete.
  - (b) Existing signage shall be removed and immediately installed at the new crosswalk location
  - (c) Existing curb ramp and lowered curb sections shall be removed in their entirety. Care shall be taken not to disturb the asphalt road way.
  - (d) Removed dropped curb shall be replaced with a standard City of Winnipeg curb.
  - (e) Boulevard shall be re-sodded
- E25.3 New Crosswalk
- (a) Contractor shall removed existing full height curb as required and replace it with new curb ramps, cw. Tactile strips, and lowered curb consistent with City of Winnipeg standard details.
  - (b) Line painting for crosswalk shall be done in accordance with City of Winnipeg Standards
  - (c) Crossing and Pathway signage shall be installed at the new location.
- E25.4 Measurement and Payment
- (a) Crosswalk removal, restoration and installation of new crosswalk shall be paid for according to the lump sum price found on Form B:Prices under the item "Crosswalk Relocation".

## **E26. SITE RESTORATION**

- E26.1 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.