



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 598-2016

RECONSTRUCTION OF LAFLECHE TENNIS COURTS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 RECONSTRUCTION OF LAFLECHE TENNIS COURTS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m., Winnipeg time, July 6, 2016.

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 7 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 9 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
- (b) 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 8 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 8 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 9 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 9 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 evaluated Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices adjusted, if necessary, as follows:
- (a) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder is within the budgetary provision for the Work, no adjustment will be made to the Total Bid Price; or
 - (b) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder exceeds the budgetary provision for the Work, the Total Bid Prices of all responsive Bids submitted by responsible and qualified Bidders will be adjusted by progressively deducting item(s) B2 and B1 in the order listed, until a Total Bid Price within the budgetary provision is achieved.
- 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
- 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 Reconstruction of Lafleche Park Tennis Courts.

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

- (a) Asphalt Pavement & Structure
- (b) Application of Plexipave surfacing
- (c) Line painting for pickleball, tennis & basketball
- (d) New piles for pickleball and basketball posts
- (e) New posts & nets

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Philip d'Auteuil, C.E.T.
Technologist

Telephone No. 204 986 3781

Email Address pdauteuil@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.

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

D6.1 Bids Submissions must not be submitted to the above facsimile numbers. Bids must be submitted in accordance with B8.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

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

D8. SAFE WORK PLAN

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

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

D9. INSURANCE

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

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) all risks installation floater, carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D9.2 Deductibles shall be borne by the Contractor.

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

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

D10. PERFORMANCE SECURITY

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

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

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

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

D11. SUBCONTRACTOR LIST

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

SCHEDULE OF WORK

D12. COMMENCEMENT

- D12.1 The Contractor shall not commence any Work until he/she is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.
- D12.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D8;
 - (iv) evidence of the insurance specified in D9;
 - (v) the performance security specified in D10;
 - (vi) the Subcontractor list specified in D11; and
 - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D12.3 The Contractor shall not commence the Work on the Site before August 1, 2016.
- D12.4 The City intends to award this Contract by August 1, 2016
- D12.4.1 If the actual date of award is later than the intended date, the dates specified for Critical tages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D13. SUBSTANTIAL PERFORMANCE

- D13.1 The Contractor shall achieve Substantial Performance by August 22, 2016.
- D13.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D13.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D14. TOTAL PERFORMANCE

- D14.1 The Contractor shall achieve Total Performance by August 26, 2016.
- D14.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D14.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D15. LIQUIDATED DAMAGES

- D15.1 If the Contractor fails to achieve Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:
- (a) Substantial Performance – five hundred dollars (\$500.00);
 - (b) Total Performance – five hundred dollars (\$500.00).
- D15.2 The amounts specified for liquidated damages in D15.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve, Substantial Performance or Total Performance by the days fixed herein for same.
- D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D16. SCHEDULED MAINTENANCE

- D16.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Sodding as specified in CW 3510;
- D16.2 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

D17. JOB MEETINGS

- D17.1 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.
- D17.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D18. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D18.1 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).

D19. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D19.1 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

D20. PAYMENT

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

WARRANTY

D21. WARRANTY

D21.1 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. 598-2016

RECONSTRUCTION OF LAFLECHE TENNIS COURTS

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. 598-2016
RECONSTRUCTION OF LAFLECHE TENNIS COURTS

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>Specification No.</u>	<u>Specification Title</u>
SCD - 121	Tache Bench Composite

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
L.45D	Cover Sheet & Location Plan
L.45E	Lafleche Park - Horizontal Geometry & Grading Plan
L.45F	Lafleche Park – Pavement Cross Section Plan
L.45G	Lafleche Park – Detail Plan

E2. SOILS INVESTIGATION REPORT

- E2.1 Further to C3.1, the geotechnical report is provided to aid the contractor's evaluation of the pavement structure and/or existing soil conditions. The geotechnical report is contained in Appendix 'A'

E3. HAZARDOUS MATERIALS

- E3.1 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.

E4. ACCESS TO SITE

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

E5. WATER OBTAINED FROM THE CITY

- E5.1 Further to clause 3.7 of CW 1120, the Contractor shall pay for all costs, including sewer charges, associated with obtaining water from the City in accordance with the Waterworks and Sewer By-Laws.

E6. SURFACE RESTORATIONS

- E6.1 Further to clause 3.3 of CW 1130, when Total Performance is not achieved in the year the Contract is commenced, the Contractor shall temporarily repair any Work commenced and not completed to the satisfaction of the Contract Administrator. The Contractor shall maintain the temporary repairs in a safe condition as determined by the Contract Administrator until permanent repairs are completed. The Contractor shall bear all costs associated with temporary repairs and their maintenance.
- E6.2 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 excavation to the satisfaction of the Contract Administrator. Unless otherwise specified, the Contractor shall restore all areas of the Site beyond the established limit of Work, with have been disturbed by the Contractors operations to equal or better condition and to the satisfaction of the Contract Administrator. The Contractor shall bear all costs associated with this Work.

E7. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS & RULES

- E7.1 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.
- E7.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.
- E7.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.
- E7.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.
- E7.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.
- E7.6 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 Labor 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.

E8. DAMAGES TO EXISTING STRUCTURES, TREES & PROPERTY

- E8.1 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing trees, shrubs, sod, pavements, streets, roads, boulevards, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the construction site. All damage incurred during construction shall either be replaced or repaired to the satisfaction of the Contract Administrator, the cost of which shall be borne entirely by the Contractor. The Contractor shall also indemnify and save harmless the City from all claims made directly or indirectly against it in respect to any such damage.
- E8.2 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 of equipment within the drip line of the trees shall be kept to a minimum required to perform the Work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the drip lines of trees. The drip line of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
- (e) Work on-site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.

E8.3 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.

E8.4 No separate measurement or payment will be made for the protection of trees.

E8.5 Except as required in clause E3.1(c) and E3.1 (e), Elm trees shall not be pruned at any time between April 1 & July 31.

E9. CLEARING & GRUBBING

E9.1 DESCRIPTION

- (a) Clearing & Grubbing shall be completed in accordance with specification CW 3010.

E9.2 MEASUREMENT & PAYMENT

- (a) Further to specification CW 3010, Clearing & Grubbing will be measured on an area basis and paid for at the Contract Unit Price per square meter for "Clearing & Grubbing." The area to be paid for will be the total number of square meters of Clearing & Grubbing in accordance with specification CW 3010, accepted and measured by the Contract Administrator.

E10. DITCH GRADING

E10.1 DESCRIPTION

- (a) Grading of Ditches shall be done in accordance with specification CW 3110.
- (b) Further to specification CW 3110, excavate to a depth up to 300 mm to meet the final ditch grade requirements. If sodding is required, excavate and/or place and compact fill to a depth up to 300 mm to meet the final grade 100 mm below finished ditch grade to allow placement of topsoil and sod to meet finished grade.
- (c) Excavation in excess of 300 mm shall be treated as Excavation.
- (d) Placement of backfill material over 300 mm in depth required to complete ditch grading will be treated as Fill Material – Placing of Suitable site Material CW 3170.

E10.2 MEASUREMENT & PAYMENT

E10.2.1 Ditch Grading

- (a) As per specification CW 3110, ditch grading will be measured on an area basis and paid for at the Contract Unit Price per square meter for "Ditch Grading." The area to be paid for will be the total number of square meters of ditch graded in accordance with specification CW 3110, accepted and measured by the Contract Administrator.

E11. PEDESTRIAN SAFETY & 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 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 the Contractor at their expense, to the satisfaction of the Contract Administrator.

- E11.2 Ambulance/ Emergency vehicle access must be maintained at all times.
- E11.3 Lafleche park adjacent playground and path to remain open to pedestrians at all times. Access to school parking lot to remain open at all times.
- E11.4 Temporary fencing shall be installed where necessary throughout the length of the project. The contractor shall be responsible for maintaining the snow fence in proper working condition. No measurement for payment shall be made for this work.
- E11.5 Maintain back lane access for private homeowners at construction access at all times.
- E11.6 Access to intersecting local streets and private approaches shall be maintained at all times.
- E11.7 Should the Contractor be unable to maintain pedestrian or vehicular access to a residence or business, they shall review the planned disruption with the business or residence and the Contract Administrator and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 24 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.

E12. PROTECTION OF SURVEY INFRASTRUCTURE

- E12.1 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.
- E12.2 Further to C:6.26 (g), at least 72 hours prior to the commencement of the On-Site Work the Contractor shall contact the City of Winnipeg, Geomatics Services Branch at 918-1360 (8:00 am To 4:00 pm Monday to Friday excluding holidays) to obtain underground clearance. Geomatics Services will locate and mark all known outline survey monuments and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.
- E12.3 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 hour's 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.
- E12.4 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.
- E12.5 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.

E13. REMOVAL/REINSTALL CHAIN LINK FENCE & POST REPLACEMENT

- E13.1 DESCRIPTION
- E13.2 In addition to CW 3550, this Specification shall cover the removal & reinstallation of existing chain link fence mesh and replacement of existing posts with new posts designated for removal by the Contract Administrator.

E13.3 The Work to be done by the Contractor under this specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to satisfactory performance and completion of all Work as shown on the drawings as herein specified.

E13.4 CONSTRUCTION METHODS

E13.4.1 Removal/Reinstall Chain Link Fence

- (a) Before commencement of any work, the Contractor shall consult with the Contract Administrator as to which sections of chain link fence shall be removed.
- (b) The Contractor shall carefully remove chain link fence designated for removal including any hardware and fasteners holding chain link fence to posts. The Contractor shall neatly store material on site.
- (c) The Contractor shall reinstall chain link fence using new hardware to fasten to fence poles.

E13.4.2 Post Replacement

- (a) Before commencement of any work, the Contractor shall consult with the Contract Administrator as to which posts shall be identified for removal and replacement with new equivalent sized fence posts.
- (b) The Contractor shall remove all fence posts designated for replacement including any concrete bases to one metre below proposed grade. The Contractor shall load and haul all waste materials from the site and dispose of these materials at dumps located by the Contractor and approved by the Contract Administrator.
- (c) The Contractor shall replace old fence posts with new posts as per CW 3550.

E13.5 MEASUREMENT AND PAYMENT

E13.5.1 Removal/Reinstall Chain Link Fence

- (a) Removal/Reinstall Chain Link Fence will be measured on a lineal basis and paid for at the Contract Unit Price for "Removal/Reinstall Chain Link Fence." The number to be paid for will be the total lineal metres of chain link fence removed and reinstalled in accordance with this Specification, accepted and measured by the Contract Administrator.
- (b) No separate measurement or payment shall be made for the removal and disposal of any hardware or concrete bases.

E13.5.2 Post Replacement

- (a) Post Replacement will be measured on a unit basis and paid for at the Contract Unit Price for "Post Replacement." The number to be paid for will be the total number of posts removed and replaced in accordance with this Specification, accepted and measured by the Contract Administrator.
- (b) No separate measurement or payment shall be made for the removal and disposal of any hardware or concrete bases.

E14. TEMPORARY CONSTRUCTION ACCESS

E14.1 DESCRIPTION

E14.2 This Specification shall cover all operations relating to the installation and removal of the Temporary Construction Access into Lafleche Park.

E14.3 The Work to be done by the Contractor under this specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to satisfactory performance and completion of all Work as shown on the drawings as herein specified.

E14.4 CONSTRUCTION METHODS

- E14.4.1 This work shall involve the construction of the temporary construction access into the Lafleche Park construction site.
- E14.4.2 The construction of the temporary access shall be performed as shown on drawing L.45E
- E14.4.3 Supply & Installation
- (a) Place separation geotextile over existing subgrade prior to placement of 50mm diameter limestone crushed sub base to facilitate cleaner removal at completion of project.
 - (b) Place 300mm diameter CSP culvert as per drawing L.45E
 - (c) All heavy trucks to back into school access from Stack Street, to minimize any turning damage within parking lot. Gravel trucks are to end dump. Contractor is to push sub-base material using great care and equipment that will not damage existing pavement in school parking lot.
- E14.4.4 Removal
- (a) Prior to Total Performance, the Contractor shall remove the temporary construction access and restore the area to equal or better condition, as approved by the Contract Administrator.
 - (b) The Contractor shall remove and dispose of all granular material, culverts and geotextile and any other construction material in the construction of the temporary construction access.
 - (c) The disturbed area shall be graded if required, sodded if required and restored to equal or better condition prior to the installation of the temporary construction access to the satisfaction of the Contract Administrator.

E14.5 MEASUREMENT AND PAYMENT

- E14.5.1 Separation Geotextile Fabric will be measured on an area basis and paid for at the Contract Unit Price for "Separation Geotextile Fabric." The area to be paid for will be the total square metres of Separation Geotextile Fabric installed in accordance with Specification CW 3130, accepted and measured by the Contract Administrator.
- E14.5.2 300mm CSP Culvert will be measured on a lineal basis and paid for at the Contract Unit Price for "Corrugated Steel Pipe Culvert - Install." The length to be paid for will be the total lineal metres of 300mm CSP installed in accordance with Specification CW 3610, accepted and measured by the Contract Administrator.
- E14.5.3 Removal of CSP Culvert will be measured on a lineal basis and paid for at the Contract Unit Price for "Removal of Existing Culverts." The length to be paid for will be the total lineal metres of CSP culvert removed in accordance with Specification CW 3610, accepted and measured by the Contract Administrator.
- E14.5.4 50mm Limestone will be measured on a weight basis and paid for at the Contract Unit Price for "Crushed Sub-base Material – 50mm-Limestone." The weight to be paid for will be the total tonnes of 50mm Limestone installed in accordance with Specification CW 3110, accepted and measured by the Contract Administrator.
- E14.5.5 Removal of 50mm limestone will be measured on a volume basis and paid for at the Contract Unit Price for "Excavation." The volume to be paid for will be the cubic metres of 50mm Limestone removed in accordance with Specification CW 3110, accepted and measured by the Contract Administrator.
- E14.5.6 Grading will be measured on an area basis and paid for at the Contract Unit Price for "Ditch Grading." The area to be paid for will be the total square metres of Ditch Grading completed in accordance with Specification E.9, accepted and measured by the Contract Administrator.

E14.5.7 Sod will be measured on an area basis and paid for at the Contract Unit Price for "Sodding." The area to be paid for will be the total square metres of Sodding completed in accordance with Specification CW 3510, accepted and measured by the Contract Administrator.

E14.5.8 No separate measurement or payment shall be made for the removal, hauling and disposal of Separation Geotextile Fabric, as it will be incidental to the Excavation.

E15. SITE ENCLOSURE

E15.1 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.

E15.2 Site enclosures shall be considered incidental to the Contract Work.

E16. REFUSE & RECYCLING COLLECTION

E16.1 If access to refuse and/or recycling collection vehicles is restricted, on collection day(s) the Contractor shall move all of the affected property owners refuse and/or recycling materials to a nearby common area to permit the normal collection vehicles to collect the materials. Immediately following collection the Contractor shall return receptacles to the addresses marked on the receptacles.

E16.2 No measurement or payment will be made for the work associated with this specification.

E17. REMOVAL OF BOLLARDS

E17.1 DESCRIPTION

E17.2 This Specification shall cover the removal of bollards designated for removal by the Contract Administrator.

E17.3 CONSTRUCTION METHODS

E17.3.1 Removal of Bollards

- (a) Before commencement of any work, the Contractor shall consult with the Contract Administrator as to which bollards shall be removed.
- (b) The Contractor shall remove all bollards designated for removal including any concrete bases to one metre below proposed grade. The Contractor shall load and haul all materials from the site and dispose of these materials at dumps located by the Contractor and approved by the Contract Administrator.

E17.4 MEASUREMENT AND PAYMENT

E17.4.1 Removal of Bollards

- (a) Removal of bollards will be measured on a unit basis and paid for at the Contract Unit Price for "Removal of Bollards." The number to be paid for will be the total number of bollards removed and disposed of in accordance with this Specification, accepted and measured by the Contract Administrator.
- (b) No separate measurement or payment shall be made for the removal and disposal of any concrete bases.

E18. SITE FURNITURE

E18.1 DESCRIPTION

E18.1.1 This specification shall cover the pick-up and installation of three (1) Tache composite benches.

E18.1.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work as shown on Drawings 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 Site Furniture shall be:

(a) Tache Composite Benches – Tache Style Composite Bench, **galvanized frame** as per SCD-121, with composite slats in cedar-tone colour.

(i) Contact for Bench & Picnic Tables:

Todd Hendry @ 470-4834, Marc Laurin @ 479-5489 or Derrick Downey @ 391-2869

Centralized Park Services

City of Winnipeg

960 Thomas Ave.

Winnipeg MB R2H 2C1

(ii) Contact for Waste Receptacle:

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

E18.3 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.

E18.4 Method of Measurement and Basis of Payment

E18.4.1 Method of Measurement shall be as follows:

(a) Site Furniture will be measured on a per unit basis for the following items:

(i) "Pick Up and Install Tache composite bench"; on Form B: Prices.

E18.4.2 Basis of Payment shall be as follows:

(a) 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 in 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.

E19. PLEXIPAVE SURFACING & PLEXICOLOR LINE PAINTING

E19.1 This specification shall cover the supply and installation of the coating on the asphalt surface and the line painting of the court markers.

E19.2 Materials:

- (a) Patching Mix (Court Patch Binder): for use in cracks, holes, depressions and other imperfections in the asphalt surface. This material will be used in accordance with the manufacturer's specifications with regard to sand sizes, prime coats, and depth of depression, hole or crack.
- (b) Crack filler: for use in fine cracks and for minor cosmetic thin repairs and fills prior to filler course.
- (c) 100% Acrylic Filler Course (Acrylic Resurfacer): The filler course shall be California Acrylic Resurfacer, or an approved equal, and consist of a 100% acrylic emulsion binder containing no vinyl constituent and no asbestos fillers. The product shall contain no less than 4% attapulgite and have a pigment volume concentration not to exceed 9.5%.
- (d) Acrylic Color Playing Surface:
 - (i) Job Mixed Fortified Plexipave, a field-mixed combination of California Products Corporation's Plexichrome and Plexipave Color Base, or approved equal, blended in accordance with the manufacturer's specifications, consisting of lightfast mineral oxide pigments and fillers uniformly dispersed in a non-oxidizing 100% acrylic base.
 - (ii) Tennis court inside surfacing to be "Blue" colour.
 - (iii) Areas outside of playing court to be "Cape Gray" colour.
 - (iv) Court line markings to be "White"

E19.3 Construction Method:

- (a) Clean all asphalt surfaces of loose dirt, oil, grease, leaves and other debris in strict accordance with manufacturer's directions.
- (b) Clean all holes and cracks.
- (c) Depressions holding enough water to cover a five cent piece shall be filled with Court Patch binder mix. This step shall be accomplished prior to the squeegee draining. Define and mark all areas holding enough water to cover a nickel. Spread court patch binder mix true to grade using a straight edge for strike off. Steel trowel or wood float patch so that the texture matches the surrounding area. Never add water to the mix. Light misting on surfaces and edges to feather in allowed as needed to maintain workability. All areas should be allowed to dry thoroughly and cure.
- (d) Filler course shall be applied to the clean underlying surface in one application to obtain a total quantity of not less than 47.3 to 63.2 square metres per litre 915 to 20 square yards per gallon) based on the material prior to dilution. Acrylic Resurfacer may be used to pre-coat depressions and crack/hole repairs to achieve better planarity prior to filler course application.
- (e) Over a properly prepared surface of asphalt apply one coat of acrylic resurfacer according to the following mix:

Acrylic Resurfacer	208.2 litres (55 gallons)
Water	75.7 litres to 151.4 litres (20 to 40 gallons)
Sand	272.2 Kg. to 408.2 Kg (600 to 900 pounds)
Liquid Yield	424 litres to 522.4 litres (112 to 138 gallons)

- (i) Mix the ingredients thoroughly using accepted mixing devices and use a 70 Durometer rubber blade squeegee to apply each coat of acrylic resurfacer as required.
- (ii) Allow the application of acrylic resurfacer to dry thoroughly. Scrape off all edges and rough spots prior to the subsequent application of acrylic resurfacer or subsequent cushion or color surface system.

E19.4 Basis of Payment:

- (i) Plexipave surfacing and court line markings will be paid on a lump sum basis for the entire new asphalt pavement area within the courts, and to the asphalt limit or as indicated on the plans, and is to be included in Unit Cost Item "Plexipave". The price shall include all costs associated with the preparation of the new asphalt surface, Plexipave and Court markings.

E20. PICKLEBALL/BASKETBALL COURT STANDARDS, NETS & POSTS

E20.1 General Description

- E20.1.1 This specification shall cover all aspects of the supply and installation of basketball, tennis & pickleball court standards, nets and placement of the posts.
- E20.1.2 Lafleche Park shall have three (3) new pickle ball courts including two posts & one net per court installed as per Detail C on drawing number L.45G.

E20.2 Materials

- E20.2.1 Pickleball posts to be Premier RD-36 Pickleball Posts or approved equal.
- E20.2.2 Pickleball nets to be JTN-30 pickleball nets or approved equal.
- E20.2.3 Basketball equipment is to be Sportsplay single heavy duty basketball standard, product 541- 616, c,w, 4 ½" O.D. galvanized steel post, 48" extension, super goal (double rim), aluminum backboard, and chain net. An approved equal may be considered by the Contract Administrator.

E20.3 Construction Methods

- E20.3.1 Basketball backstop shall be installed into concrete pile minimum 450mm diameter, 3.00m deep belled to 900 mm and reinforced with metal cage or as per manufacturers requirements, or engineers requirements whichever is more stringent.
 - (a) Contractor to submit shop drawings and instructions from manufacturer for approval to Contract Administrator.
 - (b) Alternatively, the Contractor can submit a shop drawing of basketball standard foundation sealed by a Professional Engineer registered to practice in the Province of Manitoba for approval to Contract Administrator.
- E20.3.2 The pickleball net posts shall be adjusted to 900 mm above the playing surface.
- E20.3.3 Install pickleball posts in reinforced, cast in place piles as shown in drawings.
- E20.3.4 All concrete used in installation is to meet CW 2160.
- E20.3.5 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.
- E20.3.6 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.

E20.4 MEASUREMENT AND PAYMENT

- E20.4.1 Payment for Work specified under this section shall be paid for at the Unit price for the Items of Work listed below, which price shall include all costs of material, supply, proper

material installation, removal, disposal, haul away and all other items incidental to the Work.

- E20.4.2 Pickleball Posts & Nets will be measured on an unit basis and paid for at the Contract Unit Price for "Pickleball Posts & Nets." The item to be paid for will be the total number of completed installations. Each installation shall include excavation, concrete piles, reinforcing steel, two (2) posts and one (1) net satisfactorily installed in accordance with this Specification, accepted and measured by the Contract Administrator.
- E20.4.3 Basketball Standard will be measured on an unit basis and paid for at the Contract Unit Price for "Basketball Standard." The item to be paid for will be the completed installation of including excavation, concrete piles, reinforcing steel post, backboard, rim, and net satisfactorily installed in accordance with this Specification, accepted and measured by the Contract Administrator.
- E20.4.4 No separate measurement or payment shall be made for the removal and disposal of any concrete bases.

E21. SUPPLY & PLACE WOOD MULCH

E21.1 Description

- (a) This specification shall cover supply and placement of Woodchip Mulch. The Work to be done by the Contractor 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.

E21.2 Materials

- (a) Woodchip Mulch
- (i) Woodchip Mulch to be placed within all proposed areas unless otherwise indicated.
 - (ii) Mulch is to be clean bark or wood chip mulch with chips not less than 15mm not larger than 75mm in size and not more than 20mm thick. Mulch is to be free of leaves, branches and other extraneous matter.

E21.3 Construction Methods

- (a) Level area around excavation and clearing with surrounding grade. Soil should be firmly compacted.
- (b) Woodchip Mulch to be carefully spread to a consistent depth of 75mm minimum over the entire area.

E21.4 Method of Measurement shall be as follows:

- (a) Woodchip Mulch will be measured on a per square metre basis for:
- (i) "Supply and Place Wood Mulch" on Form B: Prices.

E21.5 Basis Of Payment

- (a) Supply and Place Wood Mulch will be paid for at the Contract Unit Prices. This price shall be payment in full including all costs for the levelling of the surrounding area and supply and installation of the woodchips.

E21.6 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.

E22. PROVISIONAL ITEMS

E22.1 The Provisional Items listed in the Form B: Prices are part of the Contract.

E22.2 The Contractor shall not perform Work included in the Provisional Items without prior authorization from the Contract Administrator. All work included in the Provisional Items will be carried out within the construction areas shown on the Drawings.

E22.3 Notwithstanding C7, the City reserves the right to diminish all or any portion of the items of Work listed in the Provisional Items and no claim shall be made for damages on grounds of loss of anticipated profit or for any other reason.

E23. TENNIS NETS

E23.1 DESCRIPTION

E23.2 This Specification shall cover the supply and installation of Tennis nets designated for installation by the Contract Administrator. The Work to be done by the Contractor 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.

E23.3 CONSTRUCTION METHODS

E23.3.1 Removal of existing tennis nets

- (a) Before commencement of any work, the Contractor shall consult with the Contract Administrator as to which tennis nets shall be removed.
- (b) The Contractor shall remove existing tennis nets designated for removal and salvage any hardware attaching the nets to the posts. The Contractor shall load and haul all materials from the site and dispose of these materials at dumps located by the Contractor and approved by the Contract Administrator.

E23.3.2 Installation of new tennis nets

- (a) The contractor shall install Douglas Tennis Systems #30030 Model TN-30DM tennis nets or approved equal.
- (b) New tennis nets to be strung and installed on existing tennis posts similarly to existing chain link net using salvaged hardware or new similar hardware.

E23.4 MEASUREMENT AND PAYMENT

E23.4.1 Tennis Nets Removal and Installation

- (a) Tennis nets will be measured on a unit basis and paid for at the Contract Unit Price for "Tennis Nets." The number to be paid for will be the total number of existing nets removed and new nets supplied and installed in accordance with this Specification, accepted and measured by the Contract Administrator.
- (b) No separate measurement or payment shall be made for the removal and disposal of any surplus hardware or additional hardware required for the successful installation of the new Tennis Nets.