



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 100-2018

**OLD EAST ELMWOOD COMMUNITY CLUB – ATHLETIC FIELD
RECONSTRUCTION**

Note to Bidders: Please be aware of revisions to B13.4

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	1
B6. Addenda	2
B7. Substitutes	2
B8. Bid Components	3
B9. Bid	4
B10. Prices	4
B11. Disclosure	4
B12. Qualification	5
B13. Opening of Bids and Release of Information	6
B14. Irrevocable Bid	6
B15. Withdrawal of Bids	6
B16. Evaluation of Bids	7
B17. Award of Contract	7

PART C - GENERAL CONDITIONS

C0. General Conditions	1
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PART D - SUPPLEMENTAL CONDITIONS

General

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

Submissions

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

Schedule of Work

D12. Commencement	4
D13. Substantial Performance	4
D14. Total Performance	4
D15. Liquidated Damages	5
D16. Scheduled Maintenance	5

Control of Work

D17. Job Meetings	5
D18. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	5
D19. The Workplace Safety and Health Act (Manitoba) – Qualifications	5

Measurement and Payment

D20. Payment	6
--------------	---

Warranty

D21. Warranty	6
Form H1: Performance Bond	7
Form H2: Irrevocable Standby Letter of Credit	9
Form J: Subcontractor List	11

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Existing Services and Utilities	1
E3. Access to Site	1
E4. Permits, Notices, Licenses, Certificates, Laws and Rules	2
E5. Damage to Existing Structures, Trees and Property	2
E6. Pedestrian Safety and Traffic Management	3
E7. Site Enclosures	3
E8. Layout of Work	3
E9. Demolition	4
E10. Earthwork and Grading	4
E11. Underground Granular Drainage Channel	5
E12. New Land Drainage System	7
E13. Sodding	8
E14. Site Furniture	8
E15. Chain Link Fencing and Vehicle Gate	9

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 OLD EAST ELMWOOD COMMUNITY CLUB – ATHLETIC FIELD RECONSTRUCTION

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 10, 2018.

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

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

B3. SITE INVESTIGATION

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

B3.2 The Bidder is advised that they should inspect the site to determine the extent and nature of chain link fence repairs, and access to the Work area.

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.
- 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 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204-949-1178.
- B8.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B8.7 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.8 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).
- B8.8.1 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 11 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/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
 - (i) 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
 - (ii) 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
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.)

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), their address(es) 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 The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

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 11 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 11 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 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) 19, 12, 11, 10, 9, 8, 7 and 6 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 the removal of old asphalt paved tennis courts, a hockey rink and parking lot and the construction of a grass soccer field at the Old East Elmwood Community Club.

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

- (a) Removal of existing asphalt paving and granular base
- (b) Rough grading
- (c) Underground granular drainage trenches
- (d) Topsoil and Sodding
- (e) Chain link fence repairs and installation of new chain link fencing
- (f) Removal of 3 catch basins
- (g) Supply and installation of a new catch basin and LDS sewer line

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is Ken Rech Landscape Architects Inc. represented by:

Ken Rech
Landscape Architect
Telephone No. 204 489-6616
Email Address kenrech@mts.net

D3.2 At the pre-construction meeting, Ken Rech 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 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:

The City of Winnipeg
Attn: Chief Financial Officer
Office of the Chief Administrative Officer
Susan A. Thompson Building
2nd Floor, 510 Main Street
Winnipeg MB R3B 1B9

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 number. 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 and Ken Rech Landscape Architects Inc. 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 commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order, provided the frost is out of the ground.

D13. SUBSTANTIAL PERFORMANCE

- D13.1 The Contractor shall achieve Substantial Performance within twenty five (25) consecutive Working Days of the commencement of the Work as specified in D12.
- 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 re-inspected.
- 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 within thirty (30) consecutive Working Days of the commencement of the Work as specified in D12.
- 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 re-inspected.
- 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 day fixed herein for Substantial Performance or Total 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 or Total Performance during which such failure continues.
- D15.2 The amount specified for liquidated damages in D15.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

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 E13 ;
- 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. 100-2018

OLD EAST ELMWOOD COMMUNITY CLUB – ATHLETIC FIELD RECONSTRUCTION

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. 100-2018

OLD EAST ELMWOOD COMMUNITY CLUB – ATHLETIC FIELD RECONSTRUCTION

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*.

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
L-1	Demolition Plan and Chain Link Fence Repair
L-2	Grading Plan / Trench Details and Layout Plan
L-3	Miscellaneous Details

E2. EXISTING SERVICES AND UTILITIES

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

E3. ACCESS TO SITE

- E3.1 Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at his own expense and approved by the Contract Administrator.
- E3.2 The Contractor is responsible to correcting all Site damage as a result of their operations, or accessing the Site at no further cost to the City. All repairs must be done to pre-construction conditions and City of Winnipeg Standards.
- E3.3 Where the Contractor will be installing the new LDS line through lot 927 Beach Avenue, The Contractor shall protect the existing concrete sidewalk and make good any damage to the walkway, and grass areas. Prior to undertaking any work in this area the Contractor shall photograph the condition of all the adjacent neighbour's properties, for future reference, should a neighbour make a damage claim to the City.
- E3.4 The Contractor may have to remove and reinstall some existing concrete bollards in lot 927 Beach Avenue to gain access to that Work area.
- E3.5 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.
- E3.6 Access to the Site shall be off the south lane, and not across any of the existing asphalt paved parking lots.
- E3.7 The Contractor must protect the existing City lane surface as well as all asphalt paved parking lots.

E3.8 The Contractor shall not leave or store materials on the City roadway, lane or parking lots. All construction materials and equipment shall be stored within the City property.

E3.9 The Contractor shall not access the Site through the School Division property or the north athletic field areas.

E3.10 No separate measurement or payment will be made for site access.

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

E4.1 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.

E4.2 The Contractor is made aware the City of Winnipeg has already applied for and paid for the Development Permit. Any further permits are the responsibility of the Contractor to obtain and pay.

E4.3 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.

E4.4 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.

E4.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.

E4.6 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.

E4.7 The Contractor and Sub-contractors must be fully aware of all Work involving hazardous materials. All Work must be performed in compliance with the Manitoba Department of Labour Workplace Health and Safety Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification to the Contract Administrator of his/her encountering of suspected hazardous material during their course of Work.

E5. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY

E5.1 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing trees, shrubs, sod, pavements, streets, roads, boulevards, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the Site of the Work. For all damage incurred in the performance of the Work (either directly or indirectly), the Contractor shall either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to City of Winnipeg Contract Administrator, and the cost of which shall be borne entirely by the Contractor. The Contractor shall also indemnify and save harmless the City and Ken Rech Landscape Architects Inc. from all claims made directly or indirectly against it in respect to any such damage.

E5.2 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing park trees within the limits of the construction area:

- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment within 2 metres of trees.
- (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2400 wood planks, or suitable protection as approved by the Contract Administrator.
- (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the

outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.

- (d) Operation 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.

E5.3 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his/her designate.

E5.4 No separate measurement or payment will be made for the protection of trees.

E6. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT

E6.1 Further to CW 1130-R1, the Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress is maintained to private properties while he is Working near them. Any damage caused by the negligence of the Contractor or his Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by him at his own expense, to the satisfaction of the Contract Administrator.

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

E7. SITE ENCLOSURES

E7.1 Temporary Safety Site Enclosures, shall be located completely around the Work area, as located on drawing 1-L1.

E7.2 The fence shall be a self-supporting metal post and frame system with "T" style legs, minimum 1800 mm height, wire mesh fencing.

E7.3 The fence shall be installed prior to construction commencing and maintained in good working order until the minimum thirty day sod maintenance period has been accepted by the Contract Administrator.

E7.4 Method of Measurement and Basis of Payment

E7.4.1 Method of Measurement shall be as follows:

- (a) Temporary Site Enclosures shall be measured on a lump sum basis in Item 1: "Supply and install temporary construction/safety fence)" on Form B: Prices.

E8. LAYOUT OF WORK

E8.1 The Contractor shall set control lines and bench marks by means of stakes, buoys or marks and the Contractor shall make the completed Works conform to the lines and marks thus indicated. The Contractor shall furnish all other lines and levels required. The Contractor shall be responsible for the careful preservation of all stakes and marks. Care must be taken that the Contract Administrator be notified immediately of the disturbance of any such stakes or marks; the cost of correcting any errors arising out of neglect of the Contractor or his agent or his employees, 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.

E8.2 All layout Work shall be inspected and approved by the Contract Administrator prior to construction.

E8.3 Before commencing Work the Contractor shall satisfy himself as to the meaning and correctness of all stakes and marks and no claims shall be entertained by the City of Winnipeg

on account of any alleged inaccuracies. If any error is suspected in the plans, 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.

E9. DEMOLITION

- E9.1 The existing asphalt paved old tennis courts, hockey rink, and parking lot paving as well as all of the granular base is to be removed and legally disposed off site.
- E9.2 The Contractor is to also remove the existing wood bollards and fill the holes with compacted sand.
- E9.3 There are approximately 4 small steel posts which also need to be removed complete with footings and the holes filled with compacted sand.
- E9.4 There is one small area of concrete/asphalt paving located along the south lane and near by two small steel posts which is also to be removed.
- E9.5 The tall wooden pole and light fixture located on the west side of the parking lot is also to be removed and the holes backfilled with compacted sand.
- E9.6 There are a total of sixteen (16) old concrete light standard bases which are at, or slightly below existing grade. The Contractor is to lower the surface of these concrete bases so they are a minimum 1 metre below new finish grade elevations and backfill the excavation with compacted sand.
- E9.7 The existing grass and top 50 mm of soil, within the limits of construction is to be removed and legally disposed off site. This grass contaminated soil shall not be used for fill.
- E9.8 No separate measurement or payment will be made for removal of the grass layer. Include any cost for this Work in Item 3: "General Site demolition and rough grading" on Form B: Prices.
- E9.8.1 Method of Measurement shall be as follows:
- (a) Demolition shall be measured on a lump sum basis in Item 2: "General site demolition (excluding chain link fencing). Remove asphalt paving and granular base, wood bollards, steel posts, top of light standard bases, one wood light standard, and general grass surfacing" on Form B: Prices.

E10. EARTHWORK AND GRADING

- E10.1 This specification shall amend and supplement City Specification CW 3170-R3 and cover the operations relating to the earthwork and grading of the Site as shown on the Construction Drawings.
- E10.2 All finish rough grading must be undertaken by GPS guided earth moving equipment, whereby the GPS controls the operation of the blade on the earth moving equipment. The Contract Administrator will provide an Autocad drawing file of drawing L-2, for the Contractor to build their GPS program. The Contractor is responsible for building their own Computer program to suit their GPS equipment, from the file provided by the Contract Administrator.
- E10.3 Visual grade stakes shall also be installed to supplement the electronic data.
- E10.4 The Contractor shall construct the soccer field and drainage channels within the limits indicated, and as shown on the Construction Drawings.
- E10.5 The Contractor shall excavate or fill to the design grades shown less the appropriate allowance for surface treatment, topsoil and sod. All unsuitable materials of whatever nature encountered shall be excavated, removed and disposed of by the Contractor to the satisfaction of the Contract Administrator. Where design grades are not shown, the new surface materials shall

be installed to meet flush with surrounding grades, and sloped so as not to impede the existing drainage pattern.

- E10.6 Construction to the new design grades shall be accomplished by the excavation of material from high areas (around perimeter edge), and using the suitable excavated material along with imported clean earth fill, if imported fill is required, for filling in the low areas as indicated by the elevations shown on Construction Drawings. Backfill shall be placed in a dry, thawed condition and shall be maintained free of moisture or frost.
- E10.7 See drawing details 3, 4, 5, and 6 sheet L3 for schematic grading sections of the soccer field.
- E10.8 The perimeter area along the outside edges of the limit of construction, as defined by the heavy broken line shown on drawing detail 1-L2 shall be cut with a vertical shearing operation, such as using a sharp spade or edger, to create a clean and definite line for the new sod to abut flush to.
- E10.9 The design gradient for all other areas shall be considered to be straight grade between the finished design elevations shown. Changes in grade at swales or where it meets existing sod to remain shall be gently contoured as directed by the Contract Administrator to provide future ease of grass mowing operations.
- E10.10 In fill areas where the difference between the existing ground elevation and the new finished design elevation is less than 300 mm, the Contractor shall scarify the existing ground to a minimum depth of 50 mm prior to placement of any fill.
- E10.11 The Contractor shall import additional fill as required to meet the new finished sub-grade elevations, and the soil fill shall be imported clean clay or topsoil fill from off-Site sources. No further payment will be made for importing off-Site fill.
- E10.12 All surplus fill material shall be removed and legally disposed off-Site by the Contractor. No further payment will be made for disposing of surplus fill.
- E10.13 The Contractor shall construct all sub-grades in accordance with Specification CW 3110-R9. This shall include the use of suitable compaction equipment as approved by the Contract Administrator to achieve a minimum compaction of 95% Standard proctor Density. Lifts shall not exceed a compacted thickness of 150 mm.
- E10.14 Following earthmoving, rough grading and compaction, the Work areas shall be re-graded to provide a maximum deviation of 25 mm in 10 metres from the design grade with no low areas that hold water. The finished surface of all disturbed areas shall be dragged and smoothed in such a manner that there are no loose soil particles greater than 50 mm in maximum dimensions.
- E10.15 Method of Measurement and Basis of Payment
- E10.15.1 Method of Measurement shall be as follows:
- (a) Earthwork and grading shall be measured on a lump sum basis in Unit Price No: 5 "General rough grading of the site" and on Form B: Prices.

E11. UNDERGROUND GRANULAR DRAINAGE CHANNEL

- E11.1 This specification covers the supply and installation of new underground granular drainage channels to carry the rain water to new catch basin No. 1. See details 2, 3, & 4 – L2 for the construction detail.
- E11.2 Materials
- (a) Drainage pipe: "Goldline" 100 mm dia. (4") perforated drainage pipe, complete with fittings and polyester sock or approved substitute in accordance with B7.
 - (b) Filter Fabric: Armtex 200, non-woven geotextile, or approved substitute in accordance with B7.

- (c) Limestone Backfill in Trench: 19 mm (3/4") diameter, clean limestone free of fine particles.
- (d) Limestone Cap over Trench Top: 6 mm (1/4") diameter, crushed limestone down.

Construction Method

- E11.3 The Contractor shall install an underground granular drainage channel around all sides of the soccer field, as located on drawing 1-L2. The drainage channel shall be installed using laser or GPS guided equipment to achieve the invert grade elevations of the trench. If laser guided equipment is used to dig the trench, the receiving device must be mounted onto the backhoe arm.
- E11.4 Prior to installing the drainage channel stake the location and ensure the distances and clearances comply with the drawing layout shown on detail 1-L2. Notify the Contract Administrator of any conflicts.
- E11.5 The drainage channel is specified to be 400 mm (16") wide; however, the Contractor may install a wider trench to suit the excavation equipment bucket. Use of wider trenching equipment requires the approval of the Contract Administrator. If the trench is widened it shall be widened towards the outside of the soccer field.
- E11.6 The preferred method of excavating the trench is after all the new topsoil has been placed on both sides of the trench, to a width necessary to support the excavation equipment. This will allow the geotextile fabric and stone to be retained by the topsoil on both sides of the trench to the trench's final height, allowing the finished trench elevation to be achieved.
- E11.7 The preferred method of installing the trench is to continuously backfill the trench with the geotextile and stone as it is excavated, so there are no long areas of trench excavations open which would create a safety issue, when the Contractor is not on Site.
- E11.8 The trench shall be excavated to the invert elevations shown on drawing detail 1-L2. All trench elevation shall slope to the low point with is located by new catch basin No. 1 located on the south end of the soccer field. The trench bottom shall be excavated with smooth bucket equipment (no teeth), and all loose soil debris is to be removed from the bottom of the trench, prior to installing the filter fabric.
- E11.9 The entire trench base, walls and top shall be lined with filter fabric which has been rolled out lengthwise with the trench, with any seams spaced a minimum 30 metres apart, or further. Seams located lengthwise along the trench shall be overlapped a minimum of 600 mm. Where the seam is located on the top of the trench it shall be overlapped a min. of 200 mm as shown in detail 3-L2. The top fabric should lay flat against the gravel and not be kinked or buckled into protruding higher ridges.
- E11.10 Where the new weeping tile pipes meet the catch basin they shall be installed to the new invert elevations shown on drawing 1-L2, and installed into the catch basin via drilling a 100 mm dia. or larger hole through the concrete wall of the catch basin, as shown in detail 4-L2. The Contractor shall install both weeping tile lines into the catch basin via separate holes in the catch basin wall. The Contractor must not connect the 2 weeping tile lines together via the use of a tee. The opening around both weeping tile lines through the catch basin wall shall be grouted to seal the opening on the outside of the weeping tile pipe. The weeping tile pipe shall extend 50 mm into the catch basin.
- E11.11 The top of the underground granular drainage channel filter fabric shall be covered with a layer of 6 mm crushed limestone down. The depth of limestone must not be under 20 mm thickness nor over 35 mm thickness. The preferred method/time to install the limestone is after the sod has been installed, to prevent dirt from contaminating the new gravel. The fabric must be cleaned of any dirt debris before installing the gravel, either by sweeping it clean or using a leaf blower. The finished layer of gravel shall be raked smooth and lightly compacted by passing a vibratory plate compacted over it.

E11.12 Method of Measurement and Basis of Payment

E11.12.1 Method of Measurement shall be as follows:

- (a) The underground granular drainage channel shall be measured on a per lineal metre basis and shall include the cost of the excavation and installation of the new filter fabric, weeping tile, granular back fill, connection into the new catch basin and granular cover, as noted in the Form B: Prices for Items No: 18 "Supply and install underground granular drainage trench including tie into new catch basin No. 1" and on Form B: Prices.

E12. NEW LAND DRAINAGE SYSTEM

E12.1 This specification covers the removal of existing catch basins No.1, 2 and No. 3 and the supply and installation of a new catch basin and land drainage sewers and connection to the existing storm relief sewer on Beach Avenue.

E12.2 This specification shall amend and supplement City of Winnipeg Standard Construction Specifications and Drawings:

- (a) Section CW 2130-Gravity Sewers
- (b) Drawing SD-025 Standard Pre-Cast Concrete Catch Basin in Boulevard.
- (c) Drawing SD-009 Sewer or Sewer Service Connecting to Existing 1050 Diameter and Larger Sewer

E12.3 The Contractor shall remove existing Catch Basins No. 1, 2 and No. 3 in accordance with City of Winnipeg Standard Construction Specifications, Division 3, CW2130-R12, Clauses 3.19 and 3.20.

E12.4 The Contractor shall install a new Catch Basin No. 1 in accordance with City of Winnipeg Standard Construction Specifications Drawing SD-025 Standard Pre-Cast Concrete Catch Basin in Boulevards and as located on drawing detail 1-L2 and 4-L2.

E12.5 The Contractor shall install a new 200 mm dia. LDS line from the new catch basin No. 1 location to the existing SRS located on the south side of Beach Avenue. The new LDS shall be installed via trenchless method (no open cut trench methods will be allowed).

E12.6 In order to install the new LDS the line will have to be run through the existing City of Winnipeg lot 927 on Beach Avenue, which lot has a concrete sidewalk running through it and is grassed. The Contractor will be responsible to protect the existing concrete walk and grass and restore any damage as part of the lump sum price quoted in Unit Price Item No. 4. All repairs to the concrete walk shall be in accordance with CW 3325-R5 Portland Cement Concrete Sidewalk. Any repairs to the grass shall be in accordance with CW 3510-R9 Sodding. The Contractor is to protect the four (4) existing concrete bollards along the north end of lot 927 but may temporarily remove and reinstall the concrete bollards to gain site access.

E12.7 Prior to installing the LDS the Contractor shall photograph the condition of all City Sidewalks and adjacent neighbour's fencing, house, landscaping and notify the Contract Administrator of any damage. Those photographs shall be retained for future reference should a neighbour or the City put forward a claim for damage as a result of the Contractor's construction activities.

E12.8 Open cuts in the grass areas for installation of the LDS shall be backfilled with Type 2 material compacted to at least 95% of Standard Proctor Density.

E12.9 Open cut pit in concrete paving for the tie-in to the existing SRS shall be backfilled in accordance with SD-009 and Class 1 backfill in accordance with SD-002.

E12.10 Existing street trees shall be protected in accordance with specification section E5.2.

E12.11 Method of Measurement and Basis of Payment

E12.11.1 Method of Measurement shall be as follows:

- (a) Removal of Catch Basin No. 1, 2 and 3 and capping of the existing leads will be paid on a lump sum basis, as noted in the Form B: Prices Item No: 3: "Remove catch basins No. 1, 2 & 3 and plug sewer lines" and on Form B: Prices.
- (b) The supply and installation of new Catch Basin No. 1, new LDS, and connection to the existing SRS will be paid for on a lump sum basis, as noted in Form B: Prices Item No: 4. "Supply and install new catch basin No. 1 and LDS connection to Beach Avenue SRS, including all sodding and sidewalk repairs along the new LDS route".

E13. SODDING

E13.1 This specification shall amend C.W. 3510-R9.

E13.2 The Contractor is responsible to repair any damage to the existing sod, outside the Work Area, at no cost to the City.

E13.3 Further to CW 3510-R9, Item 9.6 Watering and Rolling, the Contractor is informed they will have to supply their own water from offsite sources at their own expenses.

E13.4 The soccer field shall have a 150 mm depth of screened topsoil installed below the sod and not 75 mm as identified in CW 3540-R4. This depth of topsoil is for the main soccer field area, as shown on drawing detail 1-L2 and will extend to the edge of the dimensions shown on drawing detail 1-L2. All other areas of new sodding not located within the soccer play field and as shown on drawing 1-L2 shall receive the standard 75 mm depth of topsoil below the new sod. Specified depth shall be measured after the topsoil has been rolled with a 50kg roller, minimum 900 mm wide.

E13.5 Method of Measurement and Basis of Payment

E13.5.1 Method of Measurement shall be as follows:

- (a) Sodding and topsoil shall be measured on a per square metre unit price basis, as noted in the Form B: Prices for:
 - (i) Item 15: "Supply and install 150 mm depth imported topsoil for main soccer field" on Form B: Prices.
 - (ii) Item 16: "Supply and install 75 mm depth imported topsoil for areas on the outside of the soccer field" on Form B: Prices.
 - (iii) Item 17: "Supply and install sod and thirty day sod maintenance" on Form B: Prices.

E14. SITE FURNITURE

E14.1 Description

E14.1.1 This specification shall cover the supply only of one soccer goal post set..

E14.1.2 The following equipment shall be supplied only by the Contractor and delivered to the City of Winnipeg Storage facility: one (1) full size soccer goal set. The location for delivery of the product will be specified upon at a later date.

E14.1.3 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work as specified herein.

E14.2 Materials

E14.2.1 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.

E14.2.2 Contractor Supplied Site Furniture shall be:

- (a) Full Size Soccer Goal Post: One (1) soccer goal post set consisting of two goal posts and 2 nets are required.
- (i) Material: aluminum frame
 - (ii) Finish: powder coated white
 - (iii) Size: 2.44 metres (8') height x 7.3 metres (24') length, 2.74 metres (9' – ½") depth.
 - (iv) Net: 3 mm dia. black and white mesh
 - (v) Anchors: ground
 - (vi) Ties: net clips as supplied by manufacturer
 - (vii) Acceptable material: Alumagoal SGA320, or approved equal in accordance with B7: Substitutes. For information contact Dennis Glowa at Cord's Park Mark tel: 204 981-2050
- (b) Soccer goal posts are to be delivered to the City of Winnipeg Parks and Open Space Maintenance Yard, at a location to be determined later. Contractor shall notify the Contract Administrator when the goal posts have been turned over to the City with the date the equipment was delivered and the contact information of the person who signed for the equipment

E14.3 Method of Measurement and Basis of Payment

E14.3.1 Method of Measurement shall be as follows:

- (a) The supply only of site Furniture will be paid for on a per unit basis, as noted in the Form B: Prices for Items No: 19 "Supply only full size soccer goal post and net set (2 goal posts and one net per set" and on Form B: Prices.

E15. CHAIN LINK FENCING AND VEHICLE GATE

- E15.1 This specification supplements and amends C.W. 3550 Chain Link Fencing
- E15.2 Steel vehicle gate shall be in accordance with 6-10 drawing L-3.
- E15.3 Concrete shall be in accordance with C.W. 2160 – Concrete Underground Structures and Work.
- E15.4 For chain link fencing that requires repairs the Contractor shall include the cost to remove the existing materials i.e.: mesh, posts, rails etc. as required, and include the cost for the same in the cost for installing the new product in the related fence section unit price.
- E15.5 All new chain link fencing shall be the height specified and as shown on drawing 1-L1 and 1-L3, with knuckled top and bottom fabric.
- E15.6 Where the mesh is being replaced on existing fencing, the new mesh must not extend more than 50 mm above the existing top rail. The Contractor may have to dig the bottom of the mesh into grade where the existing grade is too high to permit the new mesh to be installed above the existing grade.
- E15.7 Prior to installing any new replacement mesh on existing fencing the posts are to be straightened and plumbed vertical. There are also areas where the top rail is to be replaced or straightened, and all new products shall match the existing materials.
- E15.8 There are existing fence areas where the existing top rail or posts will remain and identified to require painting. In those areas the posts/rails shall be painted with a galvalume spray paint to provide a uniform finish, hiding any rust stains. The Contractor is made aware that only certain sections of fence framing requires painting as indicated on drawing detail 1-L1.
- E15.9 Where the chain link mesh will be replaced on the existing fencing, the Contractor shall install a new bottom tension wire if the existing wire is missing, broken, or doesn't meet current City of Winnipeg Specification C.W. 3550 Chain Link Fencing sizing.

- E15.10 The metal vehicle gate shall be installed in the location shown drawing detail 1-L2. The metal gate shall be installed in accordance with details 6-10 drawing L-3.
- E15.11 The metal vehicle gate posts shall be installed true and plumb to allow the gate to swing level
- E15.12 Touch up any damage to the metal chain link fencing or metal vehicle gate with galvalume paint.
- E15.13 Method of Measurement and Basis of Payment
- E15.13.1 Method of Measurement shall be as follows:
- (a) Chain Link Fencing will be measured on a per lineal metre basis, as noted in the Form B: Prices for the respective Unit Price Items No. 6, 7, 8, 9, 10, 11, 12, and 13. Where repairs are being made to the fence the Contractor shall include the cost to remove the existing product as well as the new replacement product in the respective unit prices.
 - (b) Metal Vehicle Gate will be measured on a lump sum basis as noted in the Form B: Prices, Item 14: "Supply and install metal vehicle gate as per Dtl. 6-10, - L3"

