



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 511-2018

RESET PAVERS AT WAR MONUMENT

Note to Bidders: Please be aware of revisions to B14.4

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 RESET PAVERS AT WAR MONUMENT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 6, 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 Contract Administrator or an authorized representative will be available at the Site from 9:00 a.m. to 9:30 a.m. on May 25, 2018 to provide Bidders access to the Site.

B3.1.1 The Bidder may also view the Site without making an appointment.

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.3 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/>

B6.4 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.

B6.5 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 B17.
- 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 B17.1(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) J&D Penner – general paving installation information
- (b) Barkman Concrete – Polybind G2 Sand
- (c) Stainless Concepts – stainless steel railing
- (d) Armtec – concrete bollard

B12. CONFLICT OF INTEREST AND GOOD FAITH

B12.1 Bidders, by responding to this Bid Opportunity, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Bid Opportunity process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Bid Opportunity process) of strategic and/or material relevance to the Bid Opportunity process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B12.3 In connection with its Bid, each entity identified in B12.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Bid Opportunity process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B12.4 Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been

appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B13. QUALIFICATION

- B13.1 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.
- B13.2 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>
- B13.3 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 in particular with regards to Work involving drainage and cross slopes of less than 2%;** 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);
- B13.4 Further to B13.3(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/>).

B13.5 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.

B13.6 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.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

B14.1 Bids will not be opened publicly.

B14.2 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>

B14.3 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/>

B14.4 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).

B14.4.1 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.

B15. IRREVOCABLE BID

B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B15.2 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.

B16. WITHDRAWAL OF BIDS

- B16.1 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.
- B16.1.1 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.
- B16.1.2 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.
- B16.1.3 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 B16.1.3(b), declare the Bid withdrawn.
- B16.2 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 B15.2 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.

B17. EVALUATION OF BIDS

- B17.1 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 B13 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B7.
- B17.2 Further to B17.1(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.
- B17.3 Further to B17.1(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.
- B17.4 Further to B17.1(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.
- B17.4.1 Further to B17.1(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.

B18. AWARD OF CONTRACT

- B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

- B18.2 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.
- B18.2.1 Without limiting the generality of B18.2, 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.
- B18.3 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 B17.
- B18.3.1 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.
- B18.4 Notwithstanding C4, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B18.5 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 refurbishment of the paver plaza surrounding the Cenotaph at Memorial and York.

D2.2 The major components of the Work are as follows. Work items shall include all labour, material, equipment and services required:

(a) Upper Plaza:

- (i) Remove existing stainless steel railing and interlocking pre-cast concrete pavers. Salvage to Contractor;
- (ii) Regrade to correct levels;
- (iii) Reset granite border stones
- (iv) Supply and install new pre-cast concrete pavers;
- (v) Supply and install new concrete bollards;
- (vi) Supply and install new stainless steel railing

(b) Lower Plaza:

- (i) Clean and re-fill joints in existing pavers;

D2.3 Work shall include furnishing of all superintendence, site protection, barricades, temporary utilities, sanitary facilities, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to satisfactory performance and completion of all Work.

D2.4 Contractor shall arrange and pay for all necessary permits and inspections, and obtain all necessary approvals of the installation and operation. On completion of the Work, submit Certificate(s) of Acceptance from the Authority(s) Having Jurisdiction to the Contract Administrator.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Kathy Roberts
Project Officer

Telephone No. 204 470-7380
Email Address kathyroberts@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 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 added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
 - (c) all risks installation floater, carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.
- D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D10. PERFORMANCE SECURITY

- D10.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

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

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

D11. SUBCONTRACTOR LIST

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

D12. DETAILED WORK SCHEDULE

D12.1 The Contractor shall provide the Contract Administrator with a detailed work schedule (Form L: Detailed Work Schedule) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

SCHEDULE OF WORK

D13. COMMENCEMENT

D13.1 The Contractor shall not commence any Work until he/she is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.

D13.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D8;
 - (iv) evidence of the insurance specified in D9;
 - (v) the performance security specified in D10;
 - (vi) the Subcontractor list specified in D11; and
 - (vii) the detailed work schedule specified in D12.
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

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

D13.4 The City intends to award this Contract by June 15, 2018.

D13.4.1 If the actual date of award is later than the intended date, the dates specified for Substantial Performance and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D14. SUBSTANTIAL PERFORMANCE

D14.1 The Contractor shall achieve Substantial Performance by August 10, 2018.

D14.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted

during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

- D14.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D15. TOTAL PERFORMANCE

- D15.1 The Contractor shall achieve Total Performance by August 17, 2018.
- D15.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D15.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D16. LIQUIDATED DAMAGES

- D16.1 If the Contractor fails to achieve Substantial Performance 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 Calendar Day for each and every Calendar Day following the days fixed herein for same during which such failure continues:
- (a) Substantial Performance – two hundred dollars (\$200);
 - (b) Total Performance – five hundred dollars (\$500).
- D16.2 The amount specified for liquidated damages in D16.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

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 B13.4, 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 B13.4.

MEASUREMENT AND PAYMENT

D20. INVOICES

- D20.1 Further to C12, the Contractor shall submit an invoice for each portion of Work performed. to:

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

Facsimile No.: 204-949-0864

Email: CityWpgAP@winnipeg.ca

- D20.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

- D20.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

- D20.4 Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

D21. PAYMENT

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

WARRANTY

D22. WARRANTY

- D22.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.
- D22.2 Notwithstanding C13.2 or D22.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if:
- (a) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.
- D22.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

FORM H1: PERFORMANCE BOND
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

BID OPPORTUNITY NO. 511-2018

RESET PAVERS AT WAR MONUMENT

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. 511-2018
RESET PAVERS AT WAR MONUMENT

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>
CW 3110	Sub-Grade, Sub-Base and Base Course Construction
CW 3310	Portland Cement Concrete Pavement Works
CW 3330	Installation of Interlocking Paving Stones
CW 3335	Installation of Interlocking Paving Stones on a Lean Concrete Base

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
L1	Site Plan
L2	Removals
L3	New Construction
L4	Bollard Elevation
L5	Stainless Steel Railing

E2. HAZARDOUS MATERIALS

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

E3. MATERIAL SAFETY DATA SHEETS

- E3.1 The Contractor shall provide the Contract Administrator with one (1) copy of Material Safety Data Sheets (MSDS's) for all products to be used in the performance of the Work at least two (2) Business Days prior to bringing such materials to Site or as otherwise specified in the Contract Documents.
- E3.2 Throughout the term of the Contract, the Contractor shall provide the Contract Administrator with revisions or updates of the MSDS's as soon as may be reasonably possible

E4. QUALITY OF WORK

- E4.1 Ensure Quality of Work is of highest standard, executed by workers experienced and skilled in respective duties for which they are employed. Immediately notify Contract Administrator if required Work is such as to make it impractical to produce required results.

E4.2 Do not employ anyone unskilled in his or her required duties. Contract Administrator reserves right to require dismissal from site, workers deemed incompetent or careless.

E4.3 Decisions as to standard or fitness of Quality of Work in cases of dispute rest solely with Contract Administrator, whose decision is final.

E5. MOBILIZATION AND GENERAL

E5.1 **Measurement and Payment:** Mobilization will be measured on a lump sum basis and shall be included in **Item 1, Mobilization and General** on Form B: Prices. The unit price shall include all materials and operations incidental to the work included in this specification.

E5.2 Use of Site and Premises

E5.2.1 Contractor shall allow for continued access throughout the construction period and shall ensure the facility's entering and exiting is maintained to the approval of the Local Authorities having Jurisdiction, local by-laws, and Work Place Safety and Health Policies.

E5.2.2 Restrict equipment, Work and workers to designated areas and established routes to and from Work areas.

E5.2.3 Keep all fire lanes, egress, and access routes clear at all times.

E5.2.4 Contractor shall maintain traffic flow around the Site. Contractor's operations shall in no way interfere with the safe operation of vehicle and pedestrian traffic.

(a) Contractor shall arrange and pay for any lane closures that may be required. Provide a minimum of five (5) Business Days notice to the Contract Administrator of any intended lane closures.

E5.2.5 Contractor must have and use a written safety procedure to protect pedestrians, and car and bicycle traffic, during deliveries. Use of spotters on the road and sidewalk will be required.

E5.2.6 Contractor shall ensure that Construction Access gate is secured at all times, except while deliveries are being made.

E5.2.7 No free parking will be made available to construction personnel.

E5.3 Equipment, Tool and Material Storage

E5.3.1 Contractor shall be responsible for all transportation, handling, protection and storage of materials and equipment.

E5.3.2 Provide and maintain, in clean and orderly condition, lockable weatherproof sheds for storage of tools, equipment and materials, if required.

E5.3.3 Locate materials not required to be stored in weatherproof sheds on Site in a manner to cause least interference with Work activities.

E5.3.4 Storage of construction materials, tools, equipment, etc. in areas outside designated Work areas is not permitted.

E5.3.5 Contractor shall obtain and pay for use of additional storage or work areas needed for operations under this Contract.

E5.4 Housekeeping and Site Clean-Up

E5.4.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste products and debris.

E5.4.2 Remove construction debris, waste materials, packaging materials from work site daily.

E5.4.3 Cover or wet down dry materials and rubbish to prevent blowing dust and debris.

E5.4.4 Neatly stack new or salvaged material not stored in other construction facilities.

- E5.4.5 All sidewalks, streets, approaches, driveways and properties near the Work Site shall be kept clean of debris and materials related to the Work at all times by the Contractor.
- E5.4.6 On completion of the Work, the Contractor shall remove any products, tools, construction machinery and equipment not required for the performance of the remaining Work. He shall also remove waste products and debris, and clean the construction area for suitable occupancy.
- E5.4.7 Make arrangements with, obtain permits from Authorities Having Jurisdiction, and pay all necessary fees for disposal of waste and debris.
- E5.4.8 Remove stains, spots, marks and dirt from existing surfaces, fixtures and finishes within the Work area, or affected by the Work.
- E5.4.9 Broom clean and wash exterior walks, steps and surfaces, rake clean other surfaces of grounds. Work areas may be power washed, except that no granite stones and no part of the Cenotaph monument may be power washed.
- E5.4.10 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all plant and surplus products, tools, construction materials and equipment. The Contractor shall also have removed waste products and debris.

E5.5 Temporary Utilities

- E5.5.1 Contractor shall arrange and pay for their own supply of temporary potable water for construction use.
- E5.5.2 Contractor shall arrange and pay for temporary sanitary facilities for workforce in accordance with governing regulations and ordinances.
- E5.5.3 Post notices and take precautions as required by local health authorities. Keep area and premises in sanitary condition.

E5.6 Hoarding and Protection

- E5.6.1 Contractor must barricade off the area under construction to prevent the general public from improper access to the construction area.
- E5.6.2 Provide adequate signage, fencing, etc. to inform the public of the Work being undertaken.
- E5.6.3 Repair all surfaces which are damaged by temporary hoardings and barricades.
- E5.6.4 Protect surrounding private and public property from damage during performance of the Work. Contractor to be responsible for damage incurred.
- E5.6.5 Provide protection for Cenotaph and finishes during performance of the Work, and provide any necessary screens, covers and hoardings. Be responsible for damage incurred due to lack of or improper protection.
- E5.6.6 The Contractor will be responsible for restoration of any and all damage and alteration caused by his forces on roadways or accesses as determined necessary by the Contract Administrator.
- E5.6.7 Contractor will be responsible to make repairs on any damage caused by his forces to the Cenotaph and steps, granite corner stones, City curbs and sidewalks, concrete access ramp, and lower paver plaza, and will make good to the approval of the Contract Administrator with approved material and methods.

E6. REMOVALS AND GRADING

- E6.1 **Measurement and Payment:** Removals and grading work will be measured on a square metre basis and shall be included in **Item 2, Removals and Grading** on Form B: Prices. The unit price shall include all materials and operations incidental to the work included in this specification.

E6.2 This specification shall supplement the latest versions of Specification CW 3110, CW 3310 and CW 3335.

E6.3 Description of Work:

E6.3.1 Remove stainless steel railing and existing interlocking pavers in the Upper Plaza, and grade sub-base. Salvage to Contractor.

E6.3.2 Contractor's Work shall include:

- (a) Remove and dispose of stainless steel railing
- (b) Remove and dispose of existing interlocking paving stones
- (c) Remove and dispose of concrete border at south sidewalk
- (d) Remove and stockpile granite border stones for later re-installation
- (e) Remove and dispose of excess or unsuitable sub-base fill
- (f) Place and grade sub-fill, add new clean fill as required

E6.4 Materials

E6.4.1 Sub-base materials will be crushed aggregate, crushed granite, crushed limestone, or crushed concrete pavement.

E6.4.2 Crushed sub-base material will be well-graded and will conform to the grading requirements in Table CW3110.0 – Crushed Sub-Base Material Grading Requirements.

E6.5 Construction Methods

E6.5.1 Refer to Drawing L1 and Drawing L2. Remove and dispose of existing stainless steel railing and interlocking pavers at Upper Plaza. Remove and stockpile granite border stones for re-installation.

E6.5.2 Grade paver area. Contractor to ensure new grading at Upper Plaza has proper drainage slopes between 1.0% and 1.5% to drain water away from the Cenotaph.

E6.5.3 Removal and Work includes the satisfactory disposal of unsuitable Site material such as clays susceptible to frost-heaving, silts, rock, rubble, rubbish and any surplus suitable Site material.

E6.5.4 Contractor to ensure that Cenotaph foundation is not damaged when removing pavers and base material, and shall use appropriately sized equipment for removals.

E6.5.5 Fill all holes resulting from removals with compacted granular in any areas where pavers and/or granite border stones are to be located.

E6.5.6 Excavation should be coordinated with the installation of pre-cast concrete and concrete materials so as not to leave an open excavation area subject to ponding water.

E6.5.7 Do not disturb adjacent items designated to remain in place.

E6.5.8 Prevent damage to surface or underground utility lines which are to remain. Make good any damage.

E7. PRE-CAST CONCRETE PAVERS

E7.1 Measurement and Payment:

E7.1.1 Supply and installation of lean concrete mix and bedding sand will be measured on a square metre basis and shall be included in **Item 3, Base Course for Pre-Cast Concrete Pavers** on Form B: Prices. The unit price shall include all materials and operations incidental to the work included in this specification.

E7.1.2 Resetting granite border stones will be measured on a square metre basis and shall be included in **Item 4, Reset Granite Border Stones** on Form B: Prices. The unit price shall include all materials and operations incidental to the work included in this specification.

E7.1.3 Supply and Installation of pre-cast concrete pavers will be measured on a square metre basis and shall be included in **Item 5, Pre-Cast Concrete Pavers** on Form B: Prices. The unit price shall include all materials and operations incidental to the work included in this specification.

E7.2 This specification shall supplement the latest versions of Specifications CW3110, CW3310 and CW3335.

E7.3 Description of Work:

E7.3.1 Supply and install base materials and new pre-cast concrete Holland pavers in the Upper Plaza. Contract Administrator to approve Concrete Unit Pavers before installation commences.

E7.3.2 Contractor's Work shall include:

- (a) supply and place lean concrete mix
- (b) supply and place geotextile fabric
- (c) supply and place bedding sand
- (d) re-install existing granite border stones
- (e) level and reset concrete paver pieces at catch basin in Lower Plaza
- (f) supply and installation of paving stones
- (g) supplying and placing polymeric filler sand

E7.4 Materials

E7.4.1 Geotextile shall be non-woven and designed for drainage control in paver applications. It should

- (a) allow water flow of 5,307 litres per minute per square meter;
- (b) be inert to soil chemicals and biological degradation;
- (c) be UV resistant; and
- (d) have a minimum weight of 150 grams per square meter.

E7.4.2 Concrete Unit Pavers (main area): Barkman Holland, **Sierra Grey Colour**. Sizes to be 210mm x 105mm x 60mm (4.125" x 8.25" x 2.375"), in Holland "Pattern 1".

(a) Quantity: 79.5 SM

E7.4.3 Concrete Unit Pavers (border trim): Barkman Holland, **Charcoal Colour**. Sizes to be 210mm x 105mm x 60mm (4.125" x 8.25" x 2.375"), in Soldier course.

(a) Quantity: 17.5 SM

E7.4.4 Concrete Unit Pavers (border trim, corners): Barkman Holland, **Charcoal Colour**. Sizes to be 210mm x 210mm x 60mm (8.25" x 8.25" x 2.375").

(a) Quantity: 20 Pieces (1 S.M.)

E7.4.5 Lean concrete mix shall be as specified in Section 5.2.3 of the latest version of CW3335.

E7.4.6 Bedding sand shall be fine aggregate as specified in Section 5.2.4 of the latest version of CW 3335.

E7.4.7 Jointing sand for Upper Plaza paver shall be polymeric, with a maximum aggregate size of 2.5mm.

E7.5 Construction Methods

- E7.5.1 Refer to Drawing L3 and Drawing L4. Geotextile shall be installed between the lean concrete mix and the bedding sand.
- E7.5.2 Contractor to prepare the sub base layers so that the granite border and paving stones when installed are 5 mm higher than adjacent finished grades:
- (a) The top of the ramp leading to the Lower Plaza
 - (b) The sidewalk at the south end of the site
 - (c) The road curbs to the east and west
- E7.5.3 Contractor to ensure new grading at Upper Plaza has proper drainage slopes between 1.0% and 1.5% to drain water away from the Cenotaph.
- E7.5.4 Work shall commence with the establishment of the paving border as shown on the Drawing L3. For paving border, pavers shall be laid in soldier course. For main area, Holland "pattern 1" paving pattern shall be established along the longest straight edge of paving border that runs parallel to Memorial Blvd.

E8. CONCRETE BOLLARDS

- E8.1 **Measurement and Payment:** Supply and installation of concrete bollards will be measured on a per item basis and shall be included in **Item 6, Concrete Bollards** on Form B: Prices. The unit price shall include all materials and operations incidental to the work included in this specification.

E8.2 This specification shall supplement the manufacturer's specification.

- E8.3 **Description of Work:** Contractor's Work shall include supply and installation of two (2) concrete bollards.

E8.4 Materials

- E8.4.1 Armtec 400mm Bollard, SAP No. 500000, or Approved Equal in accordance with B7.
- E8.4.2 Further to Drawing L4, bollards to have the following features:
- (a) Total bollard height to be 2200 mm;
 - (b) Product finish to be smooth, colour to be dark gray (exact colour to be determined by Contract Administrator);
 - (c) Bollard shall NOT have access holes or rail openings. Bollard shall NOT come with built in conduit for light pole, and shall NOT be cored to accept a railing.
- E8.4.3 19mm down limestone

E8.5 Construction Methods

- E8.6 Refer to Drawing L4.
- E8.7 Place each bollard in 610 mm hole.
- E8.8 Backfill bollard excavations with:
- (a) 19mm down limestone to bottom of lean concrete level. Minimum 50 mm limestone on all sides. Tamp material thoroughly.
 - (b) Lean concrete mix, bedding sand and interlocking pavers to finished grade, per Drawing L4.
- E8.9 Bollards shall be installed true and plumb and aligned with each other. Top of bollards should appear level in relation to each other.

E9. JOINTING SAND FOR LOWER PLAZA PAVERS

E9.1 Measurement and Payment: Supply and installation of jointing sand for the Lower Plaza pavers will be measured on a square metre basis and shall be included in **Item 7, Jointing Sand for Lower Plaza Pavers** on Form B: Prices. The unit price shall include all materials and operations incidental to the work included in this specification.

E9.2 This specification shall supplement the manufacturer's specification, and latest version of Specification CW3335.

E9.3 Description of Work:

E9.3.1 Contractor's Work shall include:

- (a) cleaning existing joints
- (b) supplying and placing pea gravel
- (c) supplying and placing jointing sand

E9.4 Materials

E9.4.1 6.3 mm washed pea gravel

E9.4.2 Jointing sand shall:

- (a) be suitable for wide joints up to 2";
- (b) have a maximum aggregate size of 2.5mm;
- (c) offer good resistance to weed growth, insects and erosion.

E9.4.3 Standard of Acceptance: Polybind G2 Sand, or Techniseal HP NextGel, or Approved Equal in accordance with B7. Colour to be determined by Contract Administrator.

E9.5 Construction Methods

E9.6 Pressure wash joints to clean out sand, rocks and debris.

E9.7 Fill joints with pea gravel up to 3" down from the paver surface.

E9.8 Jointing sand shall be swept into the joints until the completely full. After sweeping, compact the sand within the joints using a tool (such as a breaker bar or shovel). It is very important the sand be adequately compacted within the joints.

E9.9 Final joint fill should be 1/8" below edge or chamfer.

E10. STAINLESS STEEL RAILING

E10.1 Measurement and Payment: Supply and installation of new stainless steel fencing will be measured on a linear metre basis and shall be included in **Item 8, Stainless Steel Railing** on Form B: Prices. The unit price shall include all materials and operations incidental to the work included in this specification.

E10.2 Description of Work:

E10.2.1 Work shall include supply and installation of stainless steel railing and posts, to form a protective fencing as shown on Drawings S1 and L4, and L6.

E10.2.2 Contractor's Work shall include:

- (a) supplying and installing stainless steel railing

E10.3 Materials

E10.3.1 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

- E10.3.2 Vertical posts to be 2" diameter, 14 gauge wall T316 stainless steel 320 grit with capped top continuously welded and polished to suit.
- E10.3.3 Rail standoff to be solid ¾" diameter rod, 2" long, T316 stainless steel
- E10.3.4 Horizontal top rail to be 2" diameter, 14 gauge wall T316 stainless steel 320 grit with capped top continuously welded and polished to suit.
- E10.3.5 Intermediate horizontal rail to be 1-1/2" diameter, 14 gauge wall T316 stainless steel 320 grit with cropped top to each post continuously welded and polished to suit.
- E10.3.6 Mounting plate to be 3" diameter round x ¼" thick brushed finish T316 stainless steel complete with 3 holes for 3/8" anchors.

E10.4 Construction Methods

- E10.4.1 Refer to Drawing L5.
- E10.4.2 Railing to be surface mounted to the granite border stones using 3/8" stainless steel wedge anchors. Minimum 2-1/2" embedment.
- E10.4.3 Vertical posts and mounting plates to be located to cover existing post holes.
- E10.4.4 At each side of the concrete ramp at the north, the lower railing shall change to be a stainless steel offset handrail, as shown in detail on Drawing L5.
- E10.4.5 All Work is to be located and installed in accordance with the Drawings and Contract Administrator'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;
- E10.4.6 Railing to be installed plumb and true to correct elevations and location, as directed by the Contract Administrator. The Contractor shall confirm proposed locations with Contract Administrator prior to installation;