



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 663-2018**

**REDEVELOPMENT OF EDISON PARK**

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

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## **BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 REDEVELOPMENT OF EDISON PARK

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 5, 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 responsible for determining:

- (a) All matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (b) All other matters which could in any way affect his/her Bid Submission or the performance of the Work.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

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) N/A

## **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
  - (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 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.
- B13.5 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 The Work of this Contract is contingent upon Council approval of sufficient funding in the 2018 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.

B18.4 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.

B18.4.1 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.

B18.5 Notwithstanding C4, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B18.6 The Contract, as defined in C1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

D1.1 In addition to the *General Conditions for Construction*, these Supplemental Conditions are applicable to the Work of the Contract.

#### **D2. SCOPE OF WORK**

D2.1 The Work to be done under the Contract shall consist of:

- (a) Removals and Demolition;
- (b) Excavation and Grading;
- (c) Asphalt Pathway;
- (d) Poured in place seating nodes;
- (e) Solar lighting;
- (f) Site furnishings;
- (g) Planting bed and plantings;
- (h) Soil and sod.

#### **D3. DEFINITIONS**

D3.1 When used in this Bid Opportunity:

- (a) "**CW**" means current City of Winnipeg Standard Construction Specification;
- (b) "**SD**" means current City of Winnipeg Standard Detail;
- (c) "**SCD**" means current City of Winnipeg Parks Planning Standard Construction Detail Drawings

#### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is Little Bluestem Landscape Architecture, represented by:

Darcy Granove  
Landscape Architect, MALA, CSLA  
Telephone No. 204-509-3306  
Email Address dgranove@littlebluestemla.com

D4.2 At the pre-construction meeting, Mrs. Granove will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4.3 Bids Submissions must be submitted to the address in B8.

#### **D5. CONTRACTOR'S SUPERVISOR**

D5.1 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.

D5.1.1 Further to C5, Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D5.2 The Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.

#### **D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D6.1 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.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 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.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

#### **D7. NOTICES**

D7.1 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.

D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D7.3, D.7.4, or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.1.

D7.3 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

D7.4 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

**D7.1 Bids Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

## SUBMISSIONS

### D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 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.

### D9. SAFE WORK PLAN

D9.1 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.

D9.2 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>

### D10. INSURANCE

D10.1 The Contractor shall provide and maintain the following insurance coverage:

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

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, **referencing the Bid Opportunity number and/or the Scope of Work D2 and Specifications PART E - to be performed**, 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.

D10.4 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.

### D11. PERFORMANCE SECURITY

D11.1 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.

D11.1.1 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.

D11.2 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.

## **D12. SUBCONTRACTOR LIST**

D12.1 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.

## **D13. DETAILED WORK SCHEDULE**

D13.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D13.2 The detailed work schedule shall consist of the following dates:

- (a) Start date;
- (b) Demolition and removals;
- (c) Excavation for pavement and nodes;
- (d) Installation of foundations and concrete works;
- (e) Rough Grading;
- (f) Installation of pathways and seating areas;
- (g) Installation of solar lighting;
- (h) Installation of site furniture;
- (i) Installation of mosaics;
- (j) Installation of soil and sod;
- (k) Expected completion.

D13.3 Other milestone dates appropriate to this project should also be included to make the Contract Administrator aware of them.

## **SCHEDULE OF WORK**

### **D14. COMMENCEMENT**

- D14.1 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.
- D14.2 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 D8;
    - (ii) evidence of the workers compensation coverage specified in C6.15;
    - (iii) the Safe Work Plan specified in D9;
    - (iv) evidence of the insurance specified in D10;
    - (v) the performance security specified in D11;
    - (vi) the Subcontractor list specified in D12; and
    - (vii) the detailed work schedule specified in D13.
  - (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.
- D14.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.
- D14.4 The City intends to award this Contract by September 14, 2018.
- D14.4.1 If the actual date of award is later than the intended date, the dates specified for S substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

### **D15. SUBSTANTIAL PERFORMANCE**

- D15.1 The Contractor shall achieve Substantial Performance within twenty (20) consecutive Working Days of the commencement of the Work as specified in D14.
- D15.2 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.
- D15.3 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.

### **D16. TOTAL PERFORMANCE**

- D16.1 The Contractor shall achieve Total Performance within twenty-five (25) consecutive Working Days of the commencement of the Work as specified in D14.
- D16.2 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.

D16.3 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.

**D17. LIQUIDATED DAMAGES**

D17.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for 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 Total Performance during which such failure continues.

D17.2 The amount specified for liquidated damages in D17.1 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.

D17.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

**D18. SCHEDULED MAINTENANCE**

D18.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

- (a) planting and maintenance as specified in E15
- (b) Sod installation and maintenance as specified in E16;

D18.2 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**

**D19. JOB MEETINGS**

D19.1 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.

D19.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

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

D20.1 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).

**D21. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D21.1 Further to B13 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.

## **D22. PLANT AND MATERIALS**

D22.1 Plant and Material that is the property of the City shall not be removed from the Site, disposed of or used except for the purposes of the Work without the prior consent of the Contract Administrator.

## **D23. SAFETY**

D23.1 Further to C6, the Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D23.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D23.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work.
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated;

## **D24. SITE CLEANING**

D24.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.

D24.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. The Contractor shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.

D24.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

## **D25. INSPECTION**

D25.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.

D25.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

**D26. DEFICIENCIES**

D26.1 Further to C11, the Contract Administrator may order the Contractor to alter or improve his/her methods, to increase or improve his/her Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:

- (a) the Work is not being, or will likely not be, performed satisfactorily; or
- (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

**MEASUREMENT AND PAYMENT**

**D27. PAYMENT**

D27.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**WARRANTY**

**D28. WARRANTY**

D28.1 Warranty is as stated in C13.

**FORM H1: PERFORMANCE BOND**  
(See D11)

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. 663-2018

REDEVELOPMENT OF EDISON PARK

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 D11)**

\_\_\_\_\_  
(Date)

The City of Winnipeg  
Legal Services Department  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 663-2018  
REDEVELOPMENT OF EDISON PARK

Pursuant to the request of and for the account of our customer,

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

\_\_\_\_\_ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

\_\_\_\_\_  
(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

\_\_\_\_\_  
(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (2007 Revision), International Chamber of Commerce Publication Number 600.

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)



## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
	Cover Sheet
L1.1	Existing and Demolition
L1.2	Materials and Grading
L1.3	Details
SCD-119	Waste Receptacle side opening metal slat type
SCD-121A	Tache Bench Composite with Arms
SCD-153	English Park Sign with Address
SCD-501	Preparation of Planting Area
SCD-648	Parkway Path Asphalt
SD-241B	Typical Double Check Valve Assembly and Meter in C.S.P. Enclosure
SD-242	C.S.P. Enclosure for Gate Valve
SD-243	Sodding 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/her own expense and approved by the Contract Administrator.
- E3.2 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and he/she shall be responsible for all damage resulting from his/her Work on private property.

#### 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 shall comply with all laws, ordinances, rules and regulations that would relate to the Work.
- E4.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.
- E4.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.
- E4.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.
- E4.6 The Contractor and Sub-contractors must be fully aware of all Work involving hazardous materials. All Work must be performed in compliance with the Manitoba Department of Labour Workplace Health and Safety Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification to the Contract Administrator of his/her encountering of suspected hazardous material during their course of Work.

## **E5. PROTECTION OF EXISTING TREES**

- E5.1 The Contractor shall investigate the Site with the Contract Administrator and identify any plant material within the Construction Boundary that is to be protected during construction.
- E5.2 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing trees within the limits of the Construction Boundary and the Site access area(s):
  - (a) Trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2440 mm wood plants, or other suitable protection as approved by the Contract Administrator.
  - (b) 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 (measures in inches) where 1 inch equals 1 foot measures from the outside edge of the trunk of the tree at 6 inches above grade.
  - (c) Equipment shall not be operated within the drip line without written permission from the Contract Administrator. Equipment shall not be parked, repaired, refueled; construction materials shall not be stored, and earth materials shall not be stockpiled within the drop lines of trees. The drip line of a tree shall be considered to be the entire ground surface located directly beneath the tree and radiating out to the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
  - (d) Carefully remove safety fencing and strapping material without harming the trees as soon as the construction and restoration Work is complete.
- E5.3 Obtain approval from the Contract Administrator to excavate within 2.0 meters of a tree.
- E5.4 All damage or pruning required to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the Forestry Branch. Damages must be repaired by an Individual with a Manitoba Arborist License or by the Forestry Branch.

## **E6. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY**

- E6.1 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing trees, shrubs, sod, pavements, streets, roads, boulevards, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at 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 from all claims made directly or indirectly against it in respect to any such damage.

- E6.2 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.
- E6.3 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.
- E6.4 No separate measurement or payment will be made for the protection of trees.

## **E7. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT**

- E7.1 Further to CW 1130, the Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress is maintained to private properties while he/she is working near them. Any damage caused by the negligence of the Contractor or his/her Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by him at his/her own expense, to the satisfaction of the Contract Administrator.
- E7.2 Ambulance/ Emergency vehicle access must be maintained at all times.

## **E8. PROTECTION OF THE SURVEY INFRASTRUCTURE**

- E8.1 Notwithstanding clause 4 "Persons and municipalities to protect Outline Monuments"; under [The Surveys Act](#), of Manitoba, the Contractor shall be responsible to protect the Survey Infrastructure from damage as a result of the Work.
- E8.2 Further to C6.26 (g), at least 72 hours prior to the commencement of the On-Site Work the Contractor shall contact the City of Winnipeg, Geomatics Services Branch at 204-918-1360 (8:00 am to 4:00 pm Monday to Friday, excluding holidays) to obtain underground clearance. Geomatics Services will locate and mark all known outline survey monuments and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.
- E8.3 Where a survey post, bar or control monument lies in the line of the proposed Work and must be disturbed, the Contractor shall provide the Contract Administrator with 48 hours' notice to permit referencing for future replacement, at no cost to the Contractor. Failure to provide the specified notice shall result in the Contractor paying for all costs associated with replacing or relocating the disturbed outline survey monuments and geodetic control monuments. Survey monuments and geodetic control monuments at or adjacent to the Site, not in the line of the

proposed construction that are damaged or disturbed by the Contractor shall be replaced or relocated by the City or its agent and all associated costs shall be paid for by the Contractor.

- E8.4 An approximate estimate of the cost to restore a legal survey monument is \$1,000 per bar and \$3,000 per control monument. Contractors shall ensure their landscaping and other subcontractors are aware of this clearance procedure and the potential restoration costs. Where possible, amounts owed to the City in accordance with the above will be deducted from payments to be made by the City to the Contractor.

## **E9. SITE ENCLOSURES**

- E9.1 Temporary Site enclosures, as determined necessary at the pre-construction meeting, shall be erected and maintained as required for the duration of the construction period.
- E9.2 Site enclosures shall be considered incidental to the Contract Work.

## **SITE DEVELOPMENT**

### **E10. EXCAVATION, REMOVALS AND GRADING**

#### **E10.1 General Description**

- E10.1.1 This specification shall amend and supplement CW 3110 and CW 3170. It shall cover the excavation and safe removal of existing earth, asphalt and aggregate, concrete approach, excavation for new pathways and seating areas, and site grading as per Drawings.
- E10.1.2 All extraneous materials are to be removed from the Site and disposed of in a safe and legal manner.
- (a) The Work to be done by the Contractor under this specification shall include all labour, equipment and material necessary for and incidental to the satisfactory performance and completion of the Work herein specified.
- E10.1.3 The Specification shall cover the removal of and disposal of all existing site elements, except those which are to be removed by the city, to build all work as shown on the Drawings, including but not limited to:
- (a) Rubberized surface and associated base material as required;
- (b) Planting bed for annual planting;
- (c) Concrete slab for mosaic art by others; and
- (d) Earth and sod material.
- E10.1.4 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work hereinafter specified.
- E10.2 **Equipment**
- E10.2.1 All equipment shall be of a type approved by the Contract Administrator and shall be kept in good working order.
- E10.3 **Construction Methods**
- E10.3.1 Excavation includes the removal of items (i.e. asphalt, gravel, concrete, sod, earth) as indicated on the Drawings and as directed by the Contract Administrator. 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.
- (a) Stockpile suitable, approved material on Site for reuse (clean topsoil, clean earth fill) in a secure location. Remove and dispose of unsuitable material.

- (i) Any material intended for reuse must be stockpiled separately
- (ii) Material intended for reuse must be approved by the Contract Administrator prior to installation

(b) Removal of concrete approach shall be as per CW 3235

- (i) Saw cut shall be a clean, straight line to maintain a consistent concrete edge

(c) Disposal of material shall be understood to mean the hauling of all unsuitable material from the Site and the unloading in a legal manner acceptable to the Contract Administrator.

(d) Contractor must coordinate with the Contract Administrator to ensure all removals have occurred.

(e) Excavate to the limits shown and as necessary to achieve finish grades as indicated on the Drawings:

E10.3.2 Site Grading shall be as per Drawings

(a) The Contractor must ensure that the rough grading does not create tripping hazards and no areas of standing water remain

E10.3.3 Do not disturb adjacent items designated to remain in place.

E10.4 Method of Measurement and Basis of Payment

E10.4.1 Method of Measurement shall be as follows:

(a) Excavation will be measured on a square metre basis for:

- (i) "Excavate and legally dispose of existing asphalt pathway and gravel base (150mm depth)";
- (ii) "Excavate and legally dispose of existing aggregate pathway (150mm depth)"; and
- (iii) "Saw cut and legally dispose of concrete approach" on Form B: Prices

(b) No separate measurement will be made for any additional Excavation and Grading required for:

- (i) rubber paving as per E11,
- (ii) asphalt walkway as per E12, and
- (iii) planting beds as per E13

E10.4.2 Method of Payment shall be as Follows:

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

(b) No separate payment will be made for any additional Excavation and Grading required for:

- (i) rubber paving as per E11,
- (ii) asphalt walkway as per E12, and
- (iii) planting beds as per E13

## **E11. RUBBER PAVING**

E11.1 General Description

E11.1.1 This specification shall amend and supplement CW 3110. It shall cover installation of the rubber paving for the landing areas including crushed granular base.

E11.1.2 The work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools supplies and all other

things necessary for an incidental to the satisfactory performance and completion of all Work as shown on the Drawings and as specified herein.

## E11.2 Materials

E11.2.1 All granular base material shall conform to CW3110 and all other applicable City of Winnipeg Specifications.

### E11.2.2 Base Materials

(a) Granular limestone base is to be crushed stone or gravel having hard angular particles, free from clay lumps, cementation, organic material, frozen material or other deleterious materials. Shall be 19mm down.

E11.2.3 Geotextile shall be **Combigrid 30/30 Q1 151 GRK 4C**, which is a non-woven geotextile/geogrid combination or approved substitute in accordance with **B7**.

(a) Contact for Combigrid:

Brock White.  
879 Keewatin Street  
Winnipeg, Manitoba  
Ph: (204) 694-3600 or 1 (888) 786-6426

(b) Technical Data:

(i) Raw Material:	Polypropylene/PP
(ii) Nominal Tensile Strength (longitudinal/transverse):	≥ 30 / ≥ 30 kN/m
(iii) Tensile Strength at 2% Elongation (long./trans.):	12 / 12 kN/m
(iv) Elongation at Nominal Tensile Strength (long./trans.):	≤ 8 / ≤ 8 %
(v) Extensional Stiffness at 1% Strain (long./trans.):	600 kN/m
(vi) Cyclic Modulus at 0.5% Strain:	≥ 1.150 kN/m
(vii) Torsional Rigidity:	≥ 14.7 kg-cm/deg
(viii) Construction related strain:	0%

E11.2.4 Rubber surfacing to be composed of:

(a) Base Layer: Manitoba recycled tire crumb bound together with polyurethane binder.

(b) Top Layer: EPDM synthetic granule rubber crumb bound together with a polyurethane binder. Colour to be: eggplant.

(c) Samples with selected colour to be submitted to Contract Administrator for approval

(i) Contractor to submit with reasonable promptness so as to not cause delays in Work. Failure to submit in ample time is not considered sufficient reason for an extension of Contract Time and no claim for extension by reason of such default will be allowed. Notify Contract Administrator in writing at the time of submission, identify deviations from requirements of Contract Documents and stating reasons for deviations.

(ii) Work affected by submittal shall not proceed until review and approval by the Contract Administrator.

(iii) Contractor's responsibility for errors and omissions in submission is not relieved by the Contract Administrator's review of submittals.

(iv) Contractor to supply product sample a minimum of 5 (five) Working Days prior to placing material order. No product order shall be placed prior to approval by Contract Administrator.

E11.2.5 Construction Methods

E11.2.6 The contraction shall excavate as per CW3110 and E10, to the minimum depth as per manufacturers written specifications.

- E11.2.7 The preparation of Sub-grade and Granular Base shall be to the depth as specified on the Drawings. Combigrid shall be placed after sub-grade excavation and compaction have taken place. It shall be installed as per manufacturer's specifications.
- E11.2.8 The granular base shall be placed a minimum thickness of 237mm. The surface shall be smooth, true to line, grade and cross-section.
- (a) No rubber shall be placed until construction of the granular base has been approved by the Contract Administrator.
- E11.2.9 Rubber surfacing shall be installed in accordance with Manufacturer's written instructions.
- (a) Rubber surfacing shall be installed at temperatures between 5 and 35 degrees C.
- (b) Rubber surfacing installers shall have a minimum of three years' installation experience.
- E11.3 Cleaning as per D24
- E11.4 Method of Measurement and Basis of Payment
- E11.4.1 Method of Measurement shall be as follows:
- (a) Rubber surfacing shall be measures on a square meter basis for:
- (i) "Supply and install rubber paving eggplant colour (with base)", on Form B: Prices.
- E11.4.2 Basis of Payment shall be as follows:
- (a) Rubberized Paving will be paid for at the Contract Unit Prices. The amount paid for shall be the total number of units, as indicated on Form B: Prices. The price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

## **E12. ASPHALT WALKWAY**

- E12.1 Description
- E12.1.1** This specification shall cover the supply and installation of new asphalt walkway providing access to the new Play Area, as per Drawings.
- (a) The use of recycled concrete aggregate as a base course will not be permitted**
- E12.2 Excavation
- E12.2.1 This Specification shall be done in accordance the City of Winnipeg's Standard Construction Specification CW 3110– "Sub-Grade, Sub-Base and Base Course Construction" and as per SCD-648.
- E12.2.2 Excavation shall be understood to include all removal of existing in situ material necessary to achieve finished grade and as indicated on Drawings, all in accordance with E10.
- E12.2.3 Construction Methods
- (a) Excavation shall be performed as outlined in CW 3310 – Item 3.2 – "Excavation".
- (b) All excavated material shall be removed, hauled and disposed of off-site to the satisfaction of the Contract Administrator.
- E12.3 Sub-base Compaction
- E12.3.1 Sub-grad compaction shall be done in accordance with City of Winnipeg's Standard Construction Specification CW 3110 – "Sub-Grade, Sub-Base and Base Course Construction".
- E12.3.2 Construction Methods

- (a) Sub-grade compaction shall be performed as outlined in CW 3110 item 3.3 "Preparation of Sub-Grade and Placement of Sub-Base Material".
- (b) Sub-grade shall be free of any fibrous organics, softened and disturbed soil. The prepared sub-grade shall be proof rolled with a heavy sheep's foot roller (min 25 passes) and inspected by the Contract Administrator to detect for any soft spots prior to the placement of overlying granular fills.

#### E12.4 Geotextile Fabric

E12.4.1 Geotextile Fabric shall be placed in accordance with the City of Winnipeg's Standard Construction Specification CW 3130 "Supply and Installation of Geotextile Fabrics."

#### E12.4.2 Materials

- (a) The separation/ reinforcement geotextile fabric shall be non-woven and conform to the Products Approved as listed in City of Winnipeg Specification for Approved Products for Surface Works.

#### E12.4.3 Construction Methods

- (a) Separation / Reinforcement geotextile fabric shall be installed as outlined in CW 3110 item 3.1 "Separation/Reinforcement Geotextile Fabric".

#### E12.5 Crushed limestone sub-base course material

E12.5.1 Crushed limestone sub-base material shall be supplied and installed in accordance with City of Winnipeg's Standard Construction Specification CW 3110 "Sub-Grade, Sub-Base and Base Course Construction".

#### E12.5.2 Materials

- (a) Sub Base: 50 mm (2") down crushed limestone as per Drawing SCD-647.

#### E12.5.3 Construction Methods

- (a) Crushed limestone sub-base material shall be supplied and installed as outlined in CW 3110 item 3.4 "Placement of Sub-Base Material with Geotextile Fabric".
- (b) All limestone sub-base material shall be placed and compacted as specified to a finished thickness as shown on the drawings.

#### E12.6 Crushed Limestone Base Course Material

E12.6.1 Crushed limestone base material shall be supplied and installed in accordance with City of Winnipeg's Standard Construction Specification CW 3110 "Sub-Grade, Sub-Base and Base Course Construction".

#### E12.6.2 Materials

- (a) Base course material shall be 20 mm (3/4") down crushed limestone as per Drawing SCD-248.

#### E12.6.3 Construction methods

- (a) Crushed limestone base material shall be supplied and installed as outlined in CW 3110 item 3.4 "Placement of Sub-Base Material with Geotextile Fabric".
- (b) All limestone base course material shall be placed and compacted as specified to finished thickness as shown on the drawings.

#### E12.7 Asphalt Pavement

E12.7.1 Asphalt shall be supplied and installed in accordance with City of Winnipeg Standard Construction Specification CW 3410 "Asphaltic Concrete Pavement Works".

#### E12.7.2 Materials

- (a) Asphalt shall be Type 1A as specified and to a thickness of 75 mm (3") as shown on the Drawings.

**E12.7.3 Construction Methods**

- (a) Asphalt shall be supplied and installed in accordance with the lines, grades and thickness shown on the Drawings and to City of Winnipeg Construction Specification CW 3410. Asphalt shall be placed in one lift.

**E12.7.4 Crack Sealing**

- (a) As a warranty requirement, the Contractor shall rout and seal any and all cracks which may appear during the one-year warranty period. Crack sealing shall conform to the requirements of City of Winnipeg Standard Construction CW 3250.
- (b) No separate payment will be made for this item as it is considered a warranty issue and shall fall under G.C.13- Warranty.

**E12.7.5 Quality Control for Hard Surfaced Areas**

- (a) Further to Section 10, Quality Control, of CW 3110 and CW 3410, the Contract Administrator may obtain a qualified independent testing lab to conduct tests on materials to determine the acceptability of the sub-grade, sub-base, base course and asphaltic concrete as placed by the Contractor in accordance with the requirements of this Specification.
- (b) The Contractor shall not proceed with each granular fill placement or asphalt installation until test results have been reviewed and approval to proceed is granted by the Contract Administrator.
- (c) The Contract Administrator will conduct a survey of the operation to verify installation of specified layer thickness.
- (d) Non-conformity with the specified test requirements or compacted layer thickness will constitute sufficient grounds for rejection of the Work.

**E12.8 Method of Measurement and Basis of Payment**

**E12.8.1 Method of Measurement shall be as follows:**

- (a) Asphalt Walkway will be measured on a square meter basis for:
  - (i) "Supply and Install Asphalt Walkway (Alternative Pricing)" on Form B: Prices.

**E12.8.2 Basis of Payment shall be as follows:**

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

**E13. PLANTING BEDS**

**E13.1 General Description**

**E13.1.1** This specification shall cover planting bed installation and planting topsoil mix and woodchip mulch

**E13.1.2** The Work to be done by the Contractor under this specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to satisfactory performance and completion of all Work as shown on the Drawings as specified herein.

**E13.2 Materials**

**E13.2.1 Topsoil Mix**

- (a) Planting soil shall consist of black top soil, a fertile friable natural loam containing by volume not less than 4% and no more than 25% of organic matter for clay loams, and not less than 2% and no more than 25% for sandy loams, with an acidity value

ranging from pH 6.0 to 8.0 and capable of sustaining vigorous plant growth. Topsoil is to be free of any mixture of subsoil, clay lumps and free of stones and other extraneous matter including couch or crab grass rhizomes.

E13.2.2 Woodchip mulch

- (a) Local woodchip mulch is to be a clean bark or woodchip mulch with pieces not less than 15 mm nor larger than 100 mm in size and not more than 20 mm thick. Mulch is to be free of leaves, branches and other extraneous matter.

E13.3 Construction Methods

E13.3.1 Excavation and Preparation of Planting beds

- (a) Planting Beds to be excavated as per E10
- (b) Upon excavation of the planting bed, the excavation shall be backfilled with a topsoil mixture to a depth to permit adequate installation and stabilization of the plant material.
- (c) Topsoil shall be placed in accordance with CW 3540 to a minimum compacted depth of 300 mm in areas indicated on the Drawings and as per SCD-501.

E13.3.2 Woodchip mulch placement

- (a) Mulch to be installed as per the Drawings and SCD-501

E13.3.3 Cleaning as per D24

E13.4 Method of Measurement and Basis of Payment

E13.4.1 Method of Measurement shall be as followings:

- (a) The supply and installation of the planting beds shall be measured on a square meter basis for
  - (i) "Supply and install planting bed for annual plantings" on Form B: Prices.
- (b) Basis of Payment shall be as follows
  - (i) The supply and installation of the Planting Beds will be paid for at the Contract Unit Prices as indicated on Form B: Prices. The amount to be paid for shall be the total number of units on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

**E14. SOIL AND SOD**

E14.1 General Description

E14.1.1 This specification shall amend and supplement CW 3510, CW 3520, CW 3540, and SD-243 and cover the supply and installation of new topsoil and sod.

E14.1.2 The Work to be done by the Contractor under this specification shall include the furnishing of all superintendence, overhead, labour, material, equipment, tools supplies and all other things necessary for and incidental to satisfactory performance and completion of all Work as shown on the Drawings as specified herein.

E14.2 Materials

E14.2.1 All materials supplied under this specification shall be as per CW 3510, CW 3520 and CW 3540.

E14.3 Construction Methods

E14.3.1 The contractor shall install mineral sod and a minimum 75 mm compacted thickness of topsoil, as required bringing up level of finished grad as necessary as per SD-243.

- E14.3.2 The Contractor shall install topsoil and sod over all graded areas
- E14.3.3 Areas to be sodded are to be laid out on Site and approved by the Contract Administrator before commencing Work.
- E14.3.4 Work outside the limit approved by the Contract Administrator will not be measured and will not be paid for under this section but considered incidental to the work. Incidental Site restoration shall conform to the same Specifications.
- E14.3.5 Where new sod will meet existing, employ a vertical shearing operation, such as using a sharp spade or edger, along the outside edges of the excavation to create a clean and definite line for the new sod to abut flush to.
- E14.3.6 Where topsoil and sod are to be placed adjacent to new rubber paving Contractor is to ensure that newly placed paving is not contaminated by soil.
- E14.3.7 Restoration shall be achieved using topsoil and sod unless otherwise directed by the Contract Administrator.
- E14.4 Cleaning as per D24
- E14.5 Maintenance Period
  - E14.5.1 Thirty (30) day maintenance period on sod will commence at Total Performance and acceptance.
- E14.6 Method of Measurement and Basis of Payment
  - E14.6.1 Method of Measurement shall be as follows:
    - (a) Soil and Soil will be measured on a square meter basis for:
      - (i) "Supply and install soil and sod" on Form B: Prices.
  - E14.6.2 Basis of Payment shall be as follows:
    - (a) Soil and sod will be paid for at the Contract Unit Prices. The amount paid for shall be the total number of units, as indicated on Form B: Prices. The price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

## **E15. CONCRETE PILES FOR SOLAR LIGHTING**

- E15.1 Description
  - E15.1.1 The work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools supplies and all other things necessary for an incidental to the satisfactory performance and completion of all Work as shown on the Drawings and as hereinafter specified, including, but not necessarily confined to the following. The specification shall supplement the most up to date version of City of Winnipeg Specification CW 3310 and solar lighting manufacturer's written instructions.
  - E15.1.2 Materials
  - E15.1.3 All material shall conform to City of Winnipeg Specification CW 3310
- E15.2 Construction Methods
  - E15.2.1 Pile construction shall not commence until the Contractor has obtained clearance from the appropriate Utility Authorities.
  - E15.2.2 Piles shall be placed in the positions shown on the Drawings and as directed by the Contract Administrator.
    - (a) Excavation

- (i) The Contractor is responsible for determining the excavation method at each Pile location.
  - (ii) Excavations for Piles shall be made with equipment designed to remove a core of the diameter shown on the Drawings.
  - (iii) Upon reaching the required elevation, the bottom of the excavation shall be cleaned.
  - (iv) All excavated material from the piles shall be promptly hauled away from the Site.
  - (v) Upon completion of the cleaning out of the bottom to the satisfaction of the Contract Administrator, the reinforcement shall be set in place. It is of utmost importance that this be coordinated in a timely manner as concrete shall be poured immediately after approvals. **Under no circumstances shall a hole be left to stand open after boring has been complete.**
- (b) Inspection of Bores
- (i) Concrete shall not be placed in a bore until the bore has been inspected and approved by the Contract Administrator.
  - (ii) The Contractor shall have available suitable light for the inspection of each bore throughout its entire length.
  - (iii) All improperly set bore or bottom shall be corrected to the satisfaction of the Contract Administrator.
- (c) Placing Reinforcing Steel
- (i) Place in accordance with the details shown on the Drawings.
  - (ii) Shall be rigidly fastened together, and
  - (iii) Lowered into the bore intact before concrete is placed.
  - (iv) Spacers shall be used to properly locate the reinforcing steel cage in the bore.
- (d) Placing Anchor Bolts
- (i) The anchor bolts shall be aligned with the solar lighting manufacturer's template, matching the bolt holes in the base plate. **Extreme care shall be used in this operation to ensure bolts are aligned properly and are plumb and true.**
  - (ii) The threaded portion of the anchor bolts projecting above the top surface of foundation shall be coated with oil, before the concrete is poured, to minimize the fouling of threads splattered by concrete residue.
- (e) Placing Concrete
- (i) Care shall be taken to ensure that anchor bolts are vertically aligned and that anchor bolts are properly positioned prior to placement of concrete.
  - (ii) Shall conform to Drawings and Notes
- (f) Protection of newly placed concrete
- (i) Newly laid concrete threatened with damage by rain, snow, fog, or mist shall be protected with a tarpaulin or other approved means.

E15.3 Cleaning as per D24

E15.4 Method of Measurement and Basis of Payment

E15.4.1 Method of Measurement shall be as follows:

- (a) Concrete piles for solar lighting shall be measured on a per unit basis for:
  - (i) "Supply and install piles for solar lighting" on Form B: Prices.

E15.4.2 Basis of Payment shall be as follows:

- (a) Concrete Piles for Solar Lighting will be paid for at the Contract Unit Prices on Form B: Prices. The amount to be paid for shall be the total number of units, measured as specified herein, which price shall be for full payment for supplying all labour,

equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

## **E16. SOLAR LIGHTING**

### **E16.1 General Description**

E16.1.1 This specification shall cover the supply and installation of solar park lighting.

E16.1.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the Drawings and specifications.

### **E16.2 Materials**

E16.2.1 All materials supplied under this this specification shall be of a type approved by the Contract Administrator, and subject to inspection and testing by the Contract Administrator.

(a) Solar light product shall be ST9730 Sycamore Energy or approved equivalent

(i) Contact:

Sycamore Energy

27 Terracon Place Winnipeg, MB R2J 4B3

Ph: 1-204-691-7775

info@sycamoreenergy.com

(b) Specifications

(i) Solar Panel: 100W

Solar Panel Adjustment: Manual

Battery Type: Lead Gel Acid Battery (12V/120AH) -2

Total Power of Lights: 30 Watts

Light output: 3500 LM

Lamp Height: 5 meter

Wind Resistance: 120 mph

(c) Lights to be installed on concrete piles

### **E16.3 Construction Methods**

(a) All Work is to be located and installed in accordance with the Drawings and manufacturer's written instructions using approved non-rusting, vandal resistant fasteners to ensure solid, durable, finished work suitable for the purpose intended. Fasteners and assembly hardware shall be incidental to the Work.

(b) Light standards to be installed plumb and true to correct elevations and location, as directed by the Contract Administrator. The Contractor shall confirm proposed locations of all site furnishings with Contract Administrator prior to installation.

(c) Light standards to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering is prohibited.

(d) Concrete piles to be built as specified in SCD-652 and E15

(e) Lights including lamps, poles, and base covers, are to be installed as per manufacturer's specifications.

(f) Touch up damaged finishes to approval of Project Administrator.

E16.3.1 Cleaning as per D24

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

E16.4.1 Method of Measurement shall be as follows:

(a) Lighting will be measured on a lump sum basis for:

(i) "Supply and install solar lighting" on Form B: Prices.

E16.4.2 Basis of Payment shall be as follows:

- (a) Solar lighting will be paid for at the Contract Unit Prices. The amount paid for shall be the lump sum, as indicated on Form B: Prices. The price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

## E17. SITE FURNITURE

E17.1 General Description

E17.1.1 This specification shall cover the supply and installation of one (1) Barkman 10" square snuffer or approved equivalent, one (1) accessible picnic table and the **pick-up** and installation of six (5) benches, two (2) waste receptacles and one (1) english single-sided park sign.

E17.1.2 The Work to be done by the Contractor under this specification shall include the furnishing of all superintendence, overhead, labour, material, equipment, tools supplies and all other things necessary for and incidental to satisfactory performance and completion of all Work as shown on the Drawings as specified herein.

E17.2 Materials

E17.2.1 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.

E17.2.2 Site Furniture shall be:

- (a) Barkman 10" Square snuffer or approved equivalent
  - (i) Contact:  
Barkman Concrete  
909 Gateway Road, Winnipeg, MB R2K 3L1  
204-667-3310  
winnipeg@barkmanconcrete.com
- (b) Accessible picnic table – Barkman Patio table complete (w/ wheelchair access, 3 pc seat) product #133970
  - (i) Contact:  
Barkman Concrete  
909 Gateway Road, Winnipeg, MB R2K 3L1  
204-667-3310  
winnipeg@barkmanconcrete.com
- (c) Bench – Tache Style Composite Bench with Back and Arm Rests, per SCD-121A – galvanized, Product # 52501085GLV, or substitute in accordance with B7.
- (d) Waste Receptacle – **Concrete pile mounted** Waste Receptacle Side Opening Metal Slat Type, per SCD-119 - galvanized, Product # 52501063GLV (metal slat WR) and Product # 52501058GLV (Wire Basket), or substitute in accordance with B7.
- (e) Edison Park – English Park Sign with Address, per SCD-153, Single Sided Sign, sign to have the following name and Address: "Edison Park", "1257 Henderson Highway", or substitute in accordance with B7.

E17.2.3 For ordering Site Furniture please email

- (a) [pwd-cps-orderdesk@winnipeg.ca](mailto:pwd-cps-orderdesk@winnipeg.ca)

E17.3 Construction Methods

- E17.3.1 All Work is to be located and installed in accordance with the Drawings, SDs, SCDs, and following manufacturer's instructions, using approved non-rusting, vandal resistant fasteners to ensure solid, durable, finished work suitable for the purpose intended. Fasteners and assembly hardware shall be incidental to the Work;
- (a) Contractor to ensure all furnishings, fixtures and signage are intact, undamaged, and in good working order upon pickup. Damaged site furnishings will not be accepted.
  - (b) All furnishings and figures to be installed plumb and true to correct elevations and location, as directed by the Contract Administrator prior to installation.
  - (c) All furnishings and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering of site furnishings, fixtures, and signage is prohibited.
  - (d) Damaged site furnishings, fixtures, and signage, installed or otherwise, may be refused by Contract Administrator upon inspection.
  - (e) Concrete foundations shall be as per Drawings
  - (f) Soil and Sod repair as per E14

E17.3.2 Cleaning as per D24

E17.4 Method of Measurement and Basis of Payment

E17.4.1 Method of Measurement shall be as follows:

- (a) Site Furniture will be measured on a per item basis for the following items:
  - (i) "Supply and install Barkman 10" square snuffer";
  - (ii) "Pick up and accessible picnic table";
  - (iii) "Pick up and install benches";
  - (iv) "Pick up and install waste receptacles with liners"; and
  - (v) "Pick up and install single sided english park sign" on Form B: Prices.
- (b) No separate measurement will be made for the supply and installation of concrete footings as this item is incidental to the Work herein.

E17.4.2 Basis of Payment shall be as follows:

- (a) Site Furniture will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying the labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
- (b) No additional payment will be made for the supply and installation of concrete footings as this item is incidental to the Work herein.

## E18. GRANITE BOULDER FOR PLAQUE

E18.1 Description

E18.1.1 This specification shall cover the installation of one (1) boulder as indicated on Drawings.

E18.1.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the Drawings and specifications.

E18.2 Materials

E18.2.1 Granular base shall be per Drawings and E11.

E18.2.2 Geotextile shall be **Combigrid 30/30 Q1 151 GRK 4C**, which is a non-woven geotextile/geogrid combination or approved substitute in accordance with **B7**.

- (a) Contact for  
Combigrid:

Brock White.  
879  
Keewatin  
Street  
Winnipeg,  
Manitoba  
Ph: (204) 694-3600 or 1 (888) 786-6426

(b) Technical Data:

(i) Raw Material:	Polypropylene/PP
(ii) Nominal Tensile Strength (longitudinal/transverse):	$\geq 30 / \geq 30$ kN/m
(iii) Tensile Strength at 2% Elongation (long./trans.):	12 / 12 KN/m
(iv) Elongation at Nominal Tensile Strength (long./trans.):	$\leq 8 / \leq 8$ %
(v) Extensional Stiffness at 1% Strain (long./trans.):	600 kN/m / 600 kN/m
(vi) Cyclic Modulus at 0.5% Strain:	$\geq 1.150$ kN/m
(vii) Torsional Rigidity:	$\geq 14.7$ kg-cm/deg
(viii) Construction related strain:	0 %

E18.2.3 Granite boulder to be approved by Contract Administrator prior to purchase

- (a) Boulder to have flat surface on face, minimum **500 mm** height x **600 mm** width to accommodate millstone plaque installation by others
- (b) Contractor to coordinate with Contract Administrator to approve boulder in person, or
- (c) Submit photos that show the size of the boulder and area intended for mounting

E18.2.4 Boulder size to be approximately 1400 mm wide x 1000 mm depth x 1000 mm tall

E18.3 Construction Methods

E18.3.1 The Contractor shall excavate for the base course, compact, install the geotextile, install the base granular and compact to 100% of proctor density.

E18.3.2 Granite boulder shall be approximately 150 mm buried

E18.4 Cleaning as per D24

E18.5 Method of Measurement and Basis of Payment

E18.5.1 Method of Measurement shall be as follows:

- (a) Granite boulder shall be measured on a per item basis for:
  - (i) "Supply and install granite boulder for millstone plaque" on Form B: Prices

E18.5.2 Basis of Payment shall be as follows:

- (a) Supply and installation of granite boulder and base for boulder will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator. Said payment shall be understood to include all items necessary and incidental to the supply and installation of the boulder including but not limited to excavation, compaction, geotextile and granular material.

**E19. CONCRETE PAD**

E19.1 This specification shall cover the supply and installation of concrete slab for Mosaic Art.

## E19.2 Description

- E19.2.1 The specification shall supplement the current version of CW 3325 and CW 3310.
- E19.2.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the Drawings and specifications.
- E19.2.3 Mosaic art to be completed by others.

## E19.3 Materials

- E19.3.1 All material shall conform to current CW 3325 and CW 3310 and all other applicable current City of Winnipeg Standard Construction Specifications, whether listed herein or not.
- E19.3.2 Granular limestone base is to be crushed stone or gravel having hard angular particles, free from clay lumps, cementation, organic material, frozen material or other deleterious materials.
- E19.3.3 Geotextile shall be non-woven and installed as shown on the Drawings. It shall have an apparent opening size of between 0.149 mm and .210 mm and a minimum unit weight of 135 grams per sq. m.

## E19.4 Supply of Materials and Equipment

- E19.4.1 The Contractor shall supply all materials and use equipment in accordance with the current version of CW 3325.

## E19.5 Construction Methods

- E19.5.1 No concrete work shall commence until the excavation has been completed in accordance with the current version of CW 3110 and approved by the Contract Administrator.
- E19.5.2 Sub-base compaction shall be in accordance with the current version of CW 3110.
- E19.5.3 Base Course to be installed to a **minimum depth** of 150 mm.
- E19.5.4 Pavement joints shall be constructed, where required, as directed by the Contract Administrator and as shown on the Drawings.
- E19.5.5 Concrete Placement for concrete walkways shall be installed to a depth of 100 mm thickness.
- E19.5.6 Concrete pad shall include a curb around the entire perimeter of the pad as per SD-204 and as shown in Drawings.

## E19.6 Cleaning as per D24.

## E19.7 Method of Measurement and Basis of Payment

### E19.7.1 Method of Measurement shall be as follows:

- (a) Cast-in place concrete pavement shall be measured on a square meter basis for:
  - (i) "Supply and install concrete slab for mosaic art" on Form B: Prices.
- (b) Concrete curb shall be measured on a linear meter basis for:
  - (i) "Supply and install curb around concrete pad for mosaic art" on Form B: Prices.

### E19.7.2 Basis of Payment shall be as follows:

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

## **E20. UTILITY COVERS**

E20.1 This specification shall cover the replacement, supply and installation of metal covers for gate valve and hose bibb enclosure.

E20.2 Description

E20.2.1 This specification shall supplement CW 3530

E20.2.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the Drawings and specifications.

E20.3 Materials

E20.3.1 Valve enclosure cover

(a) All material shall conform to City of Winnipeg Specification CW 3530 and SD-242.

E20.3.2 Meter and hose bibb C.S.P. enclosure

(a) All material shall conform to City of Winnipeg Specification CW 3530 and SD-241B.

E20.4 Construction Methods

E20.4.1 Existing utility covers are to be removed and legally disposed of.

(a) Utilities are not to be left exposed, contractor must replace with a new cover **immediately** after removal of existing cover.

E20.4.2 Utility covers shall be installed in the same orientation as existing covers as per SD-242 and SD-241B.

E20.5 Cleaning as per D24

E20.6 Method of Measurement and Basis of Payment

E20.6.1 Method of Measurement shall be as follows:

(a) Valve cover shall be measured on a per unit basis for:

(i) "Supply and install new cover for gate valve" on Form B: Prices.

(b) Meter and hose bib cover shall be measured on a per unit basis for:

(i) "Supply and install new cover for meter and hose bibb C.S.P enclosure" on Form B: Prices.

(c) No separate measurement shall be made for the removal and legal disposal of existing covers.

E20.6.2 Basis of Payment shall be as follows:

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

(b) Separate payment shall not be made for the removal and legal disposal of existing covers as this is considered incidental to the Work herein.

## **E21. HOSE BIB CONNECTION**

E21.1 This specification shall cover the removal of irrigation connection and replacement with new hose bibb connection.

E21.2 Description

- E21.2.1 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the Drawings and specifications.
- E21.2.2 The contractor shall submit shop drawings to the Contract Administrator for approval prior to commencement of any Work.
- E21.3 Materials
- E21.3.1 Hose Bibb
- (a) Hose bibb connection shall connect to the existing line and be sized to fit a standard garden hose for the purpose of manual irrigation.
  - (b) Contractor to determine hose bibb type and any necessary adaptors required to complete this Work.
- E21.4 Construction methods
- (a) Contractor to submit shop drawing and proposed construction method to Contract Administrator with reasonable promptness so as to not cause delays in Work.
    - (i) Failure to submit in ample time is not considered sufficient reason for an extension of Contract Time and no claim for extension by reason of such default will be allowed. Notify Contract Administrator in writing at the time of submission.
    - (ii) Work affected by submitted shall not proceed until review and approval by the Contract Administrator.
    - (iii) Contractor's responsibility for errors and omissions in submission is not relieved by the Contract Administrator's review of submittals.
- E21.5 Cleaning as per D24
- E21.6 Method of Measurement and Basis of Payment
- E21.6.1 Method of Measurement shall be as follows:
- (a) Replacement of irrigation system with hose bibb shall be measured on a per unit basis for:
    - (i) "Remove connection to irrigation mainline and replace with hose bibb connection" on Form B: Prices.
- E21.6.2 Basis of Payment shall be as follows
- (a) Replacement of irrigation system with hose bibb will be paid for at the Contract Unit Prices. The amount to be paid for shall be a lump sum, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.