



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 164-2005

RESTORATION OF BOULEVARD CUTS

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	4
Form D: Subcontractors	7
Form G1: Bid Bond and Agreement to Bond	8
Form G2: Irrevocable Standby Letter of Credit and Undertaking	10

PART B - BIDDING PROCEDURES

B1. Project Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Addenda	1
B5. Substitutes	2
B6. Bid Submission	3
B7. Bid	3
B8. Prices	4
B9. Qualification	4
B10. Subcontractors	5
B11. Bid Security	5
B12. Opening of Bids and Release of Information	6
B13. Irrevocable Bid	6
B14. Withdrawal of Bids	7
B15. Evaluation of Bids	7
B16. Award of Contract	8

PART C - GENERAL CONDITIONS

C1. General Conditions	1
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PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	3
D5. Contractor's Supervisor	3
D6. Notices	3
D7. Furnishing of Documents	4

Submissions

D8. Insurance	4
D9. Performance Security	4

Schedule of Work

D10. Commencement	5
D11. Work Schedule	5
D12. Scheduling of The Work	5
D13. Layout of the Work and Revisions of Quantities and Locations	6
D14. Additions to a Round	7
D15. Extension of Round Completion Dates	7
D16. Sequencing (Order of Operations) of the Work	8
D17. Short Notice Restorations	8
D18. Critical Stages	9
D19. Substantial Performance	9

D20. Total Performance	9
D21. Liquidated Damages	9
D22. Scheduled Maintenance	10
Control of Work	
D23. Job Meetings	10
D24. Communication With Contractor	10
D25. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	10
Measurement and Payment	
D26. Progress Estimates	10
D27. Payment of Quantities Conditional to Termination of Maintenance Period.	11
D28. Diminution	11
Form H1: Performance Bond	12
Form H2: Irrevocable Standby Letter of Credit	14

PART E - SPECIFICATIONS

General

E1. Applicable Specifications, Standard Details and Drawings	1
E2. Protection Of Existing Trees	1
E3. Traffic Control	2
E4. Water Used By Contractor	2
E5. Authorized Work On Private Property	2
E6. Boulevard Restorations	2
E7. Surface Restorations	9

Appendix "A"

PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 RESTORATION OF BOULEVARD CUTS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 14, 2005..

B2.2 Bid Submissions 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. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 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.

B3.3 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.

B3.4 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.

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. ADDENDA

B4.1 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.

B4.2 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.

B4.2.1 Addenda will be available at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet website for addenda shortly before submitting his Bid.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 11 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B5. SUBSTITUTES

- B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 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.
- B5.4 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.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his 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.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall base his 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 B15.
- B5.9 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.

B6. BID SUBMISSION

- B6.1 The Bid Submission consists of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices, hard copy;
 - (c) Form D: Subcontractors;
 - (d) Form G1: Bid Bond and Agreement to Bond, or
Form G2: Irrevocable Standby Letter of Credit and Undertaking, or
a certified cheque or draft;
- B6.2 All components of the Bid Submission 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 in ink, to constitute a responsive Bid.
- B6.3 The Bid Submission shall be submitted enclosed and sealed in an envelope. The envelope shall be clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B6.3.1 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.
- B6.3.2 A hard copy of Form B: Prices must be submitted with the Bid Submission. If there is any discrepancy between the Adobe PDF version of Form B: Prices and the Microsoft Excel version of Form B: Prices, the PDF version shall take precedence.
- B6.4 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.5 Bid Submissions shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B7. BID

- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 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 own name, his 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 own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

- B7.3 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.
- B7.4 Paragraph 13 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 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 and the corporate seal, if the corporation has one, shall be affixed;
 - (d) if the Bidder is carrying on business under a name other than his 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.
- B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.
- B7.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.
- B7.5 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 Submission and the Contract, when awarded, shall be both joint and several.

B8. PRICES

- B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B8.1.1 For the convenience of Bidders, and pursuant to B6.3.2 and B15.4.2, an electronic spreadsheet Form B: Prices in Microsoft Excel (.xls) format is available along with the Adobe PDF documents for this Bid Opportunity on the Bid Opportunities page at the Materials Management Branch internet website at <http://www.winnipeg.ca/matmgt>.
- B8.2 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.
- B8.3 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.

B9. QUALIFICATION

- B9.1 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;
 - (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
 - (c) be financially capable of carrying out the terms of the Contract;
 - (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
 - (e) have successfully carried out work, similar in nature, scope and value to the Work; and

- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation 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 Branch internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

B9.2 The Bidder shall be prepared to 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.

B9.3 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.

B10. SUBCONTRACTORS

B10.1 If the Bidder proposes to subcontract any key portion of the Work listed on Form D: Subcontractors, the Bidder shall complete Form D: Subcontractors, giving a complete list of the Subcontractors whom the Bidder proposes to engage and a list of works previously completed by each proposed Subcontractor, similar in nature, scope and value to the portion of the Work proposed to be subcontracted, in sufficient detail to demonstrate each Subcontractor's qualification to undertake this Work.

B10.2 No more than one Subcontractor may be named for a class of Work unless all Subcontractors named are proposed to do a part of that class of Work and the Bidder appends to Form D: Subcontractors a statement clearly detailing such apportioning.

B10.3 Where a Subcontractor is not identified, it will be interpreted that the Bidder proposes to perform that class of the Work with the Bidder's own forces and the qualification of the Bidder will be evaluated on that basis.

B11. BID SECURITY

- B11.1 The Bidder shall provide bid security in the form of:
- (a) a bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
 - (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, and undertaking 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 included in the Bid Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or

- (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.

B11.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.

B11.2 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

B11.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B11.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.

B11.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.

B11.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Bid Opportunity.

B12. OPENING OF BIDS AND RELEASE OF INFORMATION

B12.1 Bid Submissions will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Branch, or in such other office as may be designated by the Manager of Materials.

B12.1.1 Bidders or their representatives may attend.

B12.1.2 Bid Submissions determined by the Manager of Materials, or his designate, to not include the bid security specified in B11 will not be read out.

B12.2 After the public opening, the names of the Bidders and their Total Bid Prices as read out (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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

B12.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B12.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B13. IRREVOCABLE BID

B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 12 of Form A: Bid.

B13.2 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 until a Contract for the Work has been duly executed and the performance security furnished as

herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 12 of Form A: Bid.

B14. WITHDRAWAL OF BIDS

- B14.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B14.1.1 Notwithstanding GC:23.3, 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.
- B14.1.2 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 13 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:
- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
 - (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 13 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Bid withdrawn.
- B14.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B13.2 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, including the right to retain the Bidder's bid security.

B15. EVALUATION OF BIDS

- B15.1 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 (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
 - (c) Total Bid Price per Section;
 - (d) economic analysis of any approved alternative pursuant to B5.
- B15.2 Further to B15.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission 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 if the interests of the City so require.
- B15.3 Further to B15.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.
- B15.4 Further to B15.1(c), the Total Bid Price for each Section shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B15.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B15.4.2 The electronic Form B: Prices and the formulas imbedded in that spreadsheet are only provided for the convenience of Bidders. The City makes no representations or warranties as to the correctness of the imbedded formulas. It is the Bidder's responsibility to ensure the extensions of the unit prices and the sum of Total Bid Price performed as a function of the formulas within the electronic Form B: Prices are correct.

B16. AWARD OF CONTRACT

B16.1 The City will give notice of the award of the Contract by way of a letter of intent, or will give notice that no award will be made.

B16.2 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.

B16.2.1 Without limiting the generality of B16.2, 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.

B16.3 This Contract will be awarded separately by Section. The Sections are identified on Form B: Prices as Sections A, B and C.

B16.4 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.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

- C1.1 The General Conditions for Construction Contracts (Revision 2000 11 09) are applicable to the Work of the Contract.
- C1.2 The *General Conditions for Construction Contracts* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the General Conditions for Construction Contracts, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.4 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.5 The General Conditions are amended by deleting GC:6.16 and GC:6.17. The City of Winnipeg is now within the jurisdiction of the Manitoba Ombudsman pursuant to The Ombudsman Act.

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of restoring boulevard Cuts and other grassed areas with sod or topsoil and seed, in defined geographic Areas.

D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:

- (a) "**Area**" - is a generic term for one of three geographic areas of the City of Winnipeg. The Areas are the North, South, and East areas as defined herein.
- (b) "**Boulevard**" - means the area between the street line and the nearest edge of a roadway and/or the area separating the roadways of a divided highway, and includes grassed areas in parks, interchange areas and private property bordering a street line.
- (c) "**Cut**" - means an excavation made by a contractor, utility or the City to access an underground structure.
- (d) "**East Area**" - means the geographic area of the City of Winnipeg that is identified on Drawing titled "Cut Permit Areas and Zones".
- (e) "**Final Round**" - means the last list of locations identified for restoration for an Area or a part of an Area with a Round Completion Date not later than the date specified for Total Performance of the Work.
- (f) "**North Area**" - means the geographic area of the City of Winnipeg that is identified on Drawing titled "Cut Permit Areas and Zones".

- (g) **“Restoration Permit”** - means a permit issued in accordance with the Streets By-law No. 1481/77 to restore an excavation.
- (h) **“Revised Round”** - means a Round, that has been inspected, reviewed and edited to reflect the actual restoration work required.
- (i) **“Round”** - means a list of locations identified for boulevard restoration for an Area or a part of an Area that identifies a portion of the Work.
- (j) **“Round Commencement Date”** - means the earliest date that the Contractor can commence the Work specified for a Round.
- (k) **“Round Completion”** - means all of the Work identified on a Round (list) has been performed in accordance with the Contract Documents and has been certified by the Contract Administrator as ready for commencement of the thirty (30) day maintenance period in accordance with Specification E6
- (l) **“Round Completion Date”** - means the latest date by which the Contractor shall achieve Round Completion.
- (m) **“Round Period”** - means the number of days from the Round Commencement Date to the Round Completion Date, including both the Round Commencement Date and the Round Completion Date.
- (n) **“Short Notice Restoration”** - means a boulevard cut restoration that due to special circumstance requires completion in accordance with Supplemental Condition D17 and Specification E6.
- (o) **“South Area”** - means the geographic area of the City of Winnipeg that is identified on Drawing titled “Cut Permit Areas and Zones”.
- (p) **“Summarized Round”** - means an un-revised Round that shows only the subtotals for each zone.
- (q) **“Unrevised Round”** - means a Round where the locations and quantities shown are based on the information from the permits database prior to being inspected and assessed for actual restoration requirements. At this stage a Round is only a rough estimate of the actually restoration work required.
- (r) **“Zone”** - means a portion of an Area as illustrated in the drawings.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Mr. Henly Pheifer
Engineering Technologist
106-1155 Pacific Avenue
Winnipeg, Manitoba
R3E 3P1

Telephone No. (204) 986-4112
Facsimile No. (204) 986-5302

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

D5. CONTRACTOR'S SUPERVISOR

D5.1 At the pre-construction meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2 At least two (2) business days prior to the commencement of any Work on the site, the Contractor shall provide the Contract Administrator with a phone number where the supervisor identified in D5.1 or an alternate can be contacted 24 hours a day to respond to an emergency.

D6. NOTICES

D6.1 Except as provided for in GC:23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

D6.3 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

- D6.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

D7. FURNISHING OF DOCUMENTS

- D7.1 Upon award of the Contract, the Contractor will be provided with two (2) complete sets of the Bid Opportunity. If the Contractor requires additional sets of the Bid Opportunity, they will be supplied to him at cost.

SUBMISSIONS

D8. INSURANCE

- D8.1 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) all inclusive, with The City of Winnipeg being named as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the City Solicitor with a certified true copy or a certificate of insurance of each policy, in a form satisfactory to the City Solicitor, 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 the GC:4.1 for the return of the executed Contract.
- D8.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D9. PERFORMANCE SECURITY

- D9.1 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.

D9.1.1 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.

D9.2 If the bid security provided in his Bid Submission was not a certified cheque or draft pursuant to B11.1(c), 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 letter of intent and prior to the commencement of any Work on the Site and in no event later than the date specified in the GC:4.1 for the return of the executed Contract.

SCHEDULE OF WORK

D10. COMMENCEMENT

D10.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.

D10.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is 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;
 - (ii) evidence of the workers compensation coverage specified in GC:6.14;
 - (iii) the twenty-four (24) hour emergency response phone number specified in D5.2.
 - (iv) evidence of the insurance specified in D8;
 - (v) the performance security specified in D9;
- (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.

D10.3 The Contractor shall commence the Work on the Site on the Round Commencement Date indicated on Round I. The Round I Commencement Date shall be no earlier than seven(7) days after the date that the Contractor receives the letter of intent

D11. WORK SCHEDULE

D11.1 The Rounds (lists) supplied by the Contract Administrator shall be the schedule for the Work.

D12. SCHEDULING OF THE WORK

D12.1 Appendix "A" is an example of the Rounds to be provided to the Contractor.

D12.2 Rounds:

- (a) The first Round, (Round I / IA) in Summarized format shall be delivered to the Contractor no later than three (3) days prior to the Round I / IA Commencement Date. Subsequent Summarized Rounds will be delivered to the Contractor no later than two days (2) days prior to the Round Commencement Date.

- (b) The first two (2) zones, revised in accordance with D13, of each Round will be delivered to the Contractor no later than one (1) day prior to the Round Commencement. Subsequent revised zones will be delivered within 2 business days of receipt of a request by the Contractor. No more than 2 zones may be requested in any one day.
- (c) Round Periods will normally be from two (2) to six (6) weeks.
- (d) Each Round list will specify the "Round Commencement Date" and "Round Completion Date". The Round Commencement Date will follow the specified and adjusted in accordance with D15 Round Completion Date of a preceding Round.
- (e) There may be a lapse period between Rounds. There for a Round Commencement Date may not immediately follow the Round Completion Date of the previous Round.
- (f) The locations on each Round list will be grouped by Zone.
- (g) The Final Round will not have a Round Completion Date past the date of specified for Total Performance.

D12.3 The Work of each round shall be performed in accordance with Supplemental Condition D16.

D12.4 Failure to achieve completion of a Round by the specified Round Completion Date will not result in the subsequent Round commencement being delayed.

D12.5 The following is an example of a possible scheduling for the Rounds:

Round #	Round Commencement Date	Round Completion Date
Round IA	May 17, 2005	June 5, 2005
Round IB	June 6, 2005	June 25, 2005
Round IIA	July 4, 2005	July 24, 2005
Round IIB	July 25, 2005	Aug 14, 2005
Round IIIA	Aug 15, 2005	Sept 5, 2005
Round IIIB	Sept 6, 2005	Sept 23, 2005
Round IV	Sept 24, 2005	October 16, 2005

D13. LAYOUT OF THE WORK AND REVISIONS OF QUANTITIES AND LOCATIONS

D13.1 The Contract Administrator will visit each location on the Round and will mark out the limits of the Work required to complete the restoration. The Contract Administrator will measure the area marked out at each location and record the quantities on the Round list. The Contract Administrator will estimate the maximum area of seeding that is required for each location and record the quantities on the list.

D13.2 Some locations will not require any restoration or may not be ready for restoration. The Contract Administrator may strike out or remove such locations from the Revised Round list.

D13.3 The Contract Administrator will provide the Contractor with copies of the Revised Round list on a Zone by Zone basis.

- D13.4 The Contractor shall use the field markings, the "Insp. Quantities" and "Seeding", quantities shown on the Revised Round list(s) to complete the restorations. No measurement for payment will be made for sod placed above the "Insp. Quantity" shown or for materials placed outside the limits of the Work, for each location. No measurement for payment will be made for seeding areas greater than the "Seeding" quantity", shown for each location on the Round.
- D13.5 Where the Contractor places less sod or seed than the revised quantities shown on the Round, the Contract Administrator may not accept the location for measurement for payment.
- D13.6 Where the field marks are not visible the Contractor may make arrangements with the Contract Administrator to have the location marked. The absence or visibility of the field markings will not alter the conditions of measurement described in D13.4.
- D13.7 Where the Contractor is of the opinion that there is a discrepancy between the Insp. quantity and/or the seeding quantity and the amount of material required to complete the restoration for a location on a Round, he shall make a request that the Contract Administrator review the location. The location will be adjusted at the Contract Administrator's discretion, the location will be marked and the "Insp. Quantity" will be revised as necessary to reflect any corresponding adjustment.

D14. ADDITIONS TO A ROUND

- D14.1 It may be necessary during the course of the Work to supplement the current Round with additional locations.
- D14.2 Should additions to the Round be required, the Contract Administrator will make a determination with respect to extending the current Round Completion Date. In determining such an extension, consideration will be made for the magnitude of the request in accordance with D15.
- D14.3 Additions to a Round for a zone that has been completed in accordance with E6 will be considered as "short notice" restorations as per D17.

D15. EXTENSION OF ROUND COMPLETION DATES

- D15.1 The "permit quantities" shown on the Rounds are the quantities on the Restoration Permits and are provided for the Inspectors use and for summarization purposes.
- D15.2 Quantities on a Round will be revised in accordance with D13.
- D15.3 Round Periods are established on the basis of the actual work not exceeding an average daily rate of sod placed per day, for each Section. The rates are as follows:

Section	Rate (sq.m./day)
A	120
B	100
C	120

- D15.4 Should the actual revised amount of sod to be placed to complete a Round be greater than the average daily rate multiplied by the Round Period, the Round Completion Date shall be extended in accordance with the example in D15.5

D15.5 Example (Section C)

Round Commencement Date = July 1
Round Period = 31 days
Average daily rate = 100 sq.m./day
Total Permit Quantity = 2962 sq.m.
Total revised Inspector quantity = 3,245 sq.m.

Round Completion Date = July 31

Round Period(days)	X	avg. daily rate(sq.m./day)	=	Round Period Maximum quantity
31	X	100	=	3100 sq.m.

Total revised Inspector quantity	-	Round Period maximum quantify	=
3,245	-	3,100	= 145 sq.m.

In this example the Round Completion Date would be extended by:

Round Period maximum quantity /average daily rate	=	Quantity over maximum
145 / 100	=	1.45

fractions of a day will be rounded up to a full day, therefore extension = two (2) days.

D15.6 Further to GC:16, only long term inclement weather, will be considered with respect to adjusting the Work Schedule, as determined by the Contract Administrator. The Contractor shall improve his methods, increase his plant and employ additional or more qualified labour as necessary to ensure that the Work is kept on schedule.

D16. SEQUENCING (ORDER OF OPERATIONS) OF THE WORK

D16.1 The restoration of boulevard cuts encompasses four major operations as follows:

- (a) Excavating, filling, compacting the backfill material and trimming the perimeter.
- (b) Placing the top soil.
- (c) Placing the sod/seed.
- (d) Maintaining the sod/seed in accordance with E6.

D16.2 The Contractor shall carry out the Work for each Round in the following manner;

- (a) the Work shall be done on a zone to zone basis in the order that the zones appear on the Round, unless prior written permission is granted by the Contract Administrator; and
- (b) no one operation of the first three (3) major operations herein listed, shall be commenced in a zone until that same operation has been completed for the preceding zone.

D16.3 Where the Contractor utilizes two or more crews that will be working independently, permission may be granted to amend condition D16.2(a) to allow the crews to work in separate zones. Condition D16.2(b) will apply to each independent crew. A crew shall consist of no fewer than three (3) people.

D17. SHORT NOTICE RESTORATIONS

D17.1 Short notice restorations shall be completed as specified in E6. Short notice restorations will be limited to a maximum of two (2) in any week where the locations are not in the same block, and four (4) in any week where two or more of the locations or in the same block and are assigned

to the Contractor at the same time. Locations assigned as Short Notice Restorations may or may not be on the current Round.

D17.2 Short notice restorations will be included in determining an extension of the Round Completion Period in accordance with D15.

D18. CRITICAL STAGES

D18.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

(a) Each Round shall be completed by its Round Completion Date adjusted as required in accordance with D15.

D19. SUBSTANTIAL PERFORMANCE

D19.1 The Contractor shall achieve Substantial Performance by October 14, 2005.

D19.2 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.

D20. TOTAL PERFORMANCE

D20.1 The Contractor shall achieve Total Performance by October 16, 2005.

D20.2 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.

D21. LIQUIDATED DAMAGES

D21.1 If the Contractor fails to achieve critical stages in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Calendar Day for each and every Calendar Day following the days fixed herein for same during which such failure continues:

(a) Each Round - three hundred dollars (\$300.00);

D21.2 If the Contractor fails to achieve completion of the Final Round by its Round Completion Date, and the weather prevents the Contractor from completing the Final Round in the current year, then the Contractor shall pay the City an amount to be calculated as follows:

Total the revised quantities of the locations on the Final Round that were not completed.

Divide the total by the average daily rate specified in D15.3 and round to the next nearest whole number. Eg. 3.2 will be rounded to 4.

Multiply the number by the amount fixed in D21.1 (a).

D21.3 The amount specified for liquidated damages in D21.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages.

D21.4 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D22. SCHEDULED MAINTENANCE

- D22.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Sod maintenance as specified in E6; and
 - (b) Seed maintenance as specified in E6.
- D22.2 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

D23. JOB MEETINGS

- D23.1 Regular job meetings will be held at the Site twice weekly. These meetings shall be attended by a minimum of one representative of the Contractor, preferably the Superintendent, and one representative of the City, normally the inspector. At these meetings the Contractor shall provide the Contract Administrator's representative, the inspector, with an up to date copy of the Round(s) in progress. The Contractor shall indicate on the copy of the list the applicable completion dates, of the first three major items of Work identified in D16 for each location on the list, in the appropriate columns.
- D23.2 Additional job meetings will be held at 1155 Pacific Avenue at the dates and times established by the Contract Administrator. The Contract Administrator will provide the Contractor with a minimum of twenty-four (24) hours of notice of these meetings. These meetings shall be attended by a minimum of one representative of the Contractor and the Contract Administrator or his designated representative. Each representative shall be a responsible person capable of expressing the position of the Contractor or Contract Administrator respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule.

D24. COMMUNICATION WITH CONTRACTOR

- D24.1 Further to GC:6.23 of the General Conditions, the Contractor's Supervisor shall be equipped at all times during prosecution of the Work with a fully operational and functioning cellular phone. The phone number for this phone shall be provided to the Contract Administrator prior to the commencement of the Work. Should the phone number be changed at any time during the duration of the Contract the Contract Administrator shall be notified immediately.

D25. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D25.1 Further to GC:6.26, 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).

MEASUREMENT AND PAYMENT

D26. PROGRESS ESTIMATES

- D26.1 Notwithstanding GC 12.7 of the General Conditions, by the fourteenth (14) Calendar Day after Round Completion, or as soon thereafter as possible, the Contract Administrator shall, subject

to having received all necessary information from the Contractor by the seventh (7) Calendar Day after Round Completion, prepare a progress estimate setting out the quantity and value of the work performed completing the Round.

D27. PAYMENT OF QUANTITIES CONDITIONAL TO TERMINATION OF MAINTENANCE PERIOD.

D27.1 By the fourteenth (14) Calendar Day after the termination of the maintenance period has been granted by the Contract Administrator for all locations on a Round, or as soon thereafter as possible, the Contract Administrator shall, prepare a progress estimate for the twenty-five (25%) of the quantities conditional to termination of the maintenance period.

D28. DIMINUTION

D28.1 Further to GC.7.5 of the General Conditions, the major components of the Work intended to be done under the Contract are estimated based on the summation of:

- (a) the total unrestored mud cut quantities on Restoration Permits for each Section issued by the City prior to bid preparation; and
- (b) the total mud cut quantities on Restoration Permits for each Section issued by the City following bid preparation that are deemed ready for restoration by the Contract Administrator.

The quantity of seeding required is proportional to the quantity of sod.

D28.2 Notwithstanding GC 7.5, no claim shall be made for damages on the ground of loss of anticipated profit on Work diminished or on any other ground should the value of the Contract Price be diminished more than Twenty (20%) Percent as a result of the major components of the Work as identified in D28.1 not meeting the estimated approximate quantities for each Section on Form B: "Prices".

FORM H1: PERFORMANCE BOND
(See D9)

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 dated the

_____ day of _____ , 20____ , for:

BID OPPORTUNITY NO. 164-2005

RESTORATION OF BOULEVARD CUTS

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)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)
(See D9)**

(Date)

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

RE: PERFORMANCE SECURITY – BID OPPORTUNITY NO. 164-2005
RESTORATION OF BOULEVARD CUTS

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 (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS, STANDARD DETAILS AND DRAWINGS

- E1.1 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.1.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- E1.1.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.1.3 Further to GC:2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.2 The following Drawings are applicable to the Work.

<i>Drawing Name/Title</i>	<i>Drawing No.</i>	<i>Size</i>
Cut Permit Areas & Zones	PW ENG 01	Letter
Backflow Protection Arrangement for Water Supply from Hydrant	PW ENG-02	Letter

E2. PROTECTION OF EXISTING TREES

- E2.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the limits of the construction area:
- The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of trees.
 - Trees identified to be at risk by the Contract Administrator are to be strapped with 25 x 100 x 2400mm wood planks, or suitably protected as approved by the Contract Administrator.
 - 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.
 - Operation of equipment within the dripline of the trees shall be kept to the 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 driplines of trees. The dripline 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.
 - Work on-site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.

E2.2 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 designate.

E2.3 No separate measurement or payment will be made for the protection of trees.

E2.4 Elm trees cannot be trimmed between April 1 and July 31, inclusive.

E3. TRAFFIC CONTROL

E3.1 Further to clauses 3.6 and 3.7 of CW 1130-R1:

- (a) In accordance with the Manual of Temporary Traffic Control, the Contractor ("Agency" in the manual) shall make arrangements with the Traffic Services Section of the City of Winnipeg to place all temporary regulatory signs. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by the Traffic Services Section of the City of Winnipeg in connection with the works undertaken by the Contractor.

E4. WATER USED BY CONTRACTOR

E4.1 Further to clause 3.7 of CW 1120-R1, the Contractor shall pay for all costs associated with obtaining water in accordance with the Waterworks By-law. Sewer charges will not be assessed for water obtained from a hydrant.

E5. AUTHORIZED WORK ON PRIVATE PROPERTY

E5.1 Further to clause 3.11 of CW 1130-R1, the Contractor shall limit his operations to the minimum area necessary for undertaking restorations that extend on to private property and he shall be responsible for all damages outside the limits of the authorized work, resulting from his work on private property. Particular care shall be taken to prevent damage to buildings, sidewalks, trees and plants.

E6. BOULEVARD RESTORATIONS

E6.1 DESCRIPTION

E6.1.1 This Specification shall cover the preparation of the boulevard cuts, the supply and placing of cultivated sod, and seeding.

E6.1.2 Referenced Standard Construction Specifications

- (a) CW 3510 - Sodding

E6.2 MATERIALS

E6.2.1 Turf grass sod and topsoil Supplied in accordance with CW 3510.

E6.2.2 Backfill

Suitable site material as approved by the Contract Administrator or imported fill material supplied in accordance with Section 2.5 of CW 3110-R7, shall be used for backfill material. The material used as backfill shall be free of wood, vegetation, concrete or asphalt rubble and all stones larger than 25 mm in diameter.

E6.3 CONSTRUCTION METHODS

SITE PREPARATION

E6.3.1 Compaction

The existing material and any placed backfill material shall be mechanically compacted to the satisfaction of the Contract Administrator.

Compaction of the backfill shall be accomplished by mechanical means. Acceptable methods shall include tamping with a back hoe bucket, using a machine mounted pneumatic plate compactor or using a drum compactor.

E6.3.2 Grading

Grading of the boulevards to receive sod/seed shall be understood to mean the required backfilling or excavation so that the boulevards, after compaction, are at a uniform depth of 100 mm below finished boulevard grade.

Grading of boulevards shall include the removal of existing material up to 600 mm above the finished boulevard grade and excavation to achieve a uniform grade 100 mm below finished boulevard grade.

Grading of boulevards shall include all backfilling up to a vertical height of 300 mm to reach a uniform grade 100 mm below finished boulevard grade.

Backfill material shall be compacted to a minimum of 90% Standard Proctor Density.

Grading of boulevards to receive sod shall be incidental to the cost of sodding. Grading of boulevards to receive seed shall be paid for at the unit price bid for boulevard grading.

Where the existing elevation of the backfill material is such that it would be necessary to exceed the limits specified herein for backfilling or excavating to restore a boulevard cut, the Contractor shall immediately notify the Contract Administrator who will make arrangements to have the backfill material adjusted to the specified limits by others.

The Contractor shall not deposit or stockpile excavated material in the right-of-way.

E6.3.3 Trimming

Trimming of the boulevards and medians to receive sod shall be understood to mean the excavation of existing material to provide a uniform shape for sod placement. Trimming includes the cutting of the edges to form straight or uniform curved edges and the removal of surrounding damaged sod. Where the Contractor is unable to trim the cut to obtain a uniform shape within the limits marked, he shall notify the Contract Administrator to have the limits of the cut marked prior to trimming.

E6.3.4 Disposal of Material

Disposal of unused excavated or trimmed material shall comply with Section 3.4 of CW 1130-R1 of the Standard Construction Specifications

E6.3.5 Topsoil and Finish Grading

Preparation, placing and finish grading of the topsoil shall be completed in accordance with Specification CW 3540-R3.

To prevent the formation of depressions or water pockets, the Contractor shall smooth out any undulations or irregularities in the top soil surface prior to placing the sod

The Contractor shall not deposit or stockpile topsoil on a paved surface.

E6.3.6 General

The Contractor shall not commence sodding or seeding until the finished topsoil surface has been inspected and approved by the Contract Administrator.

E6.3.7 Placement of Sod

The sod shall be placed in accordance with CW 3510.

Where the Contractor places sod prior to September 15, and termination of the sod maintenance period is not achieved in accordance with Clause E6.3.16 in that same year, the Contractor shall be responsible for replacement of any sod/seed damaged over the winter or from spring clean up equipment.

Where sod is placed after September 15, in accordance with the schedule provided by the Contract Administrator, and termination of the sod maintenance period is not achieved in accordance with Clause E6.3.16 in that same year, the Contractor will not be held responsible for sod damage over the winter due to winter-kill, ice damage, sand/salt applications on adjacent streets or from snow removal or spring clean up equipment. Provided that the termination of the sod maintenance period is not achieved in accordance with Clause E6.3.16 in that same year due only to the weather and not due to defective sod or maintenance not conforming to this specification. Otherwise the Contractor shall be held responsible for sod damage over the winter due to winter-kill, ice damage, sand/salt applications on adjacent streets or from snow removal or spring clean up equipment as determined by the Contract Administrator.

E6.3.8 Watering and Rolling

Watering and rolling shall be in accordance with CW 3510.

E6.3.9 Seeding

As directed by the Contract Administrator damaged boulevard areas in the vicinity of boulevard cuts or boulevard cuts in areas where the existing surrounding boulevard has little or no turf, will be corrected by seeding as follows:

Topsoil shall be spread to a depth of not less than 50 mm for boulevard damages and not less than 100 mm for cut restorations. Grass seed shall be sown at a rate of 100 grams per 10 square metres (1 kg per 100 sq.m.). The Contractor shall sow the seed into the approved seed bed by using seeding equipment suitable for the area involved and to the satisfaction of the Contract Administrator. All seeded areas shall be rolled to a uniform even surface, level with adjoining curbs, sidewalks or sod.

The seeded area shall be watered in a sufficient manner to saturate the full depth of the topsoil.

No seeding shall be done on frozen soils, or when any other conditions unfavourable to the successful germination exist.

Where the Contractor sows seed, and termination of the sod maintenance period is not achieved in accordance with Clause E6.3.16 in that same year, the Contractor shall be responsible for replacement of any seeded areas damaged over the winter or from spring clean up equipment.

E6.3.10 Short Notice Restorations

The Contract Administrator may direct the Contract to have a specific location in the Area sodded/seeded on short notice. Upon receipt of such notice the Contractor is to have the identified location sodded/seeded in accordance with this specification within forty-eight (48) hours of the notification.

Where the Contractor fails to complete a short notice restoration within the period specified, the Contract Administrator may arrange to have the restoration completed by others and deduct the costs thereof from any payment to be made to the Contractor.

E6.3.11 Restricted Access Sodding

The access to some of the locations identified to be sodded may be restricted to smaller manual equipment, such as wheelbarrows and shovels. The Contractor shall use the size and type of equipment that permits the restoration to be done without causing any damage to the surrounding surfaces or structures at the site. All damages caused by the Contractor's negligence or failure to use the appropriate equipment shall be repaired to the satisfaction of the Contract Administrator at the Contractor's expense.

E6.3.12 Restoration of Gas Service Inspection Holes

Where new communication plant is installed in developed residential areas, it is sometimes a practise to bore holes where the new plant crosses existing gas services to inspect for damages. The diameter of these holes is normally less than 300mm. Sand or other granular material is sometimes used to backfill the holes. Restoration of these holes with sod includes the replacement of sand or granular backfill with topsoil to a minimum depth of 350mm below finished grade.

E6.3.13 Commencement of Thirty (30) Day Maintenance Period

The Contract Administrator will not allow the Thirty (30) Day Maintenance Period to commence until the following requirements are met:

- (a) The nursery sod supplied meets the seed mixture requirements specified in Clause E6.2.1.
- (b) The sod is free of bare and dead spots.
- (c) The nursery sod does not contain more than 10 broadleaf weeds per 50 square metres.
- (d) Sodded/seeded areas has been rolled to form a firm, uniform even surface.
- (e) The sod shall has sufficient shoot density that no surface soil is visible within sod.
- (f) The height of the top growth of the sod is between 50 - 60 mm.
- (g) The sodded/seeded area is free of any visual obstructions such as leaves.
- (h) Sodded area is free of any turf damaging insects.

Any deficient, damaged or vandalized areas shall be resodded or reseeded by the Contractor within three (3) working days after receiving notification from the Contract Administrator and the area so resodded or reseeded, shall be further maintained until it meets the criteria specified in Clause E6.3.16.

In situations where the *commencement* of the Thirty (30) Day Maintenance Period is not granted by the Contract Administrator before the end of a growing season, the Thirty (30) Day Maintenance Period will commence on May 15 of the following year or such date as is mutually agreed upon by all parties, at which time all sodded/seeded areas must meet the requirements listed above.

E6.3.14 Maintenance of Sodded and Seeded Areas

Immediately after the sod/seed have been placed to the satisfaction of the Contract Administrator, the Contractor shall provide and pay for continuous maintenance of the sodded/seeded area until the criteria specified for termination of the maintenance period in Clause E6.3.16 has been met.

The Contractor shall mow at regular intervals to a height of between 50 - 60 mm. No more than thirty percent (30%) of the grass height shall be cut at any one mowing. Remove clippings that will smother grassed areas.

The Contractor shall water sodded areas in sufficient quantities and at frequency required to maintain soil under sod continuously moist to a minimum depth of 100 mm.

The Contractor shall water all seeded areas in sufficient quantities and at a frequency required to maintain soil under seeded area continuously moist. Any damage which may occur through washout of the soil during the maintenance period shall be repaired and maintained until it meets the criteria specified in clause E6.3.16.

The Contractor shall clean and remove all dead vegetation, leaves, debris and snowmold from sodded and seeded areas to encourage healthy and uniform grass growth.

Given the need for weed control, the Contractor shall have in possession a Pesticide Applicator's License and Pesticide Use Permit for pesticide applications related to this Specification.

The Contractor shall apply herbicide when broadleaf weeds start developing in competition with grass. Apply herbicide in accordance with the City of Winnipeg Weed Control Standards and Procedures, manufacturer's instructions and the Manitoba Agriculture Guide to Crop Protection and Herbicide Recommendations for Landscape Applicators, latest editions and the following criteria:

- (a) Use 2,4-D Amine or MCPA Amine herbicide for susceptible broadleaf weeds.
- (b) Use a mixture containing 2,4-D Amine or MCPA Amine, Mecoprop and Dicamba for 2,4-D resistant plants.
- (c) Do not apply to newly seeded turf until after the second or third mowing.
- (d) Do not water within 24 hours after application.
- (e) Apply when winds are less than 20 km/h and air temperature is above 10 degrees Celsius.
- (f) Avoid use of pure Dicamba solutions near trees and shrubs.

Given the need for insect control, the Contractor shall have in his possession a Pesticide Applicator's License and a Pesticide Use Permit for pesticide applications related to this specification. Use standard commercial products in accordance with the manufacturer's instructions and the Manitoba Agriculture Guide to Crop Protection (latest edition) for the particular insect/insects involved.

Copies of the Pesticide Applicator's License and the Pesticide Use Permit must be submitted to the Contract Administrator prior to commencement of pesticide application.

All persons handling insecticides shall be fully aware of toxicological rules and regulations governing their use.

The Contractor shall inform the Contract Administrator immediately of any dangerous occurrence.

E6.3.15 Spring Clean Up

Where termination of the sod maintenance period has not been achieved in accordance with Clause E6.3.16 prior to the end of a growing season, the Contractor shall complete all operations related to the clean up of the work area in the following spring. This shall include the cleaning and removal of all dead vegetation, leaves, debris, snowmold and any sand or gravel resulting from winter sanding/deicing operations from turf areas to encourage healthy and uniform grass growth. All costs for spring clean up operations shall be incidental to the costs for sodding and seeding.

E6.3.16 Termination of Maintenance Period

The Contract Administrator will terminate the maintenance period for sodded *and seeded* areas after the following criteria has been met:

- (a) The work site is clean and the sodded *and seeded areas* are free of any visual obstructions such as leaves.
- (b) The sod *and seeded areas* are free of bare and dead spots and without more than 10 broadleaf weeds per 50 square metres.
- (c) Grass roots are well anchored into the underlying topsoil and the sodded *and seeded* areas have established into a healthy, vigorously growing condition.
- (d) Sodded areas are free of visible joints.
- (e) The sod *and seeded* areas have sufficient shoot density that no surface soil is visible when the grass has been cut to a height of 50 - 60 mm.
- (f) Sodded *and seeded* area has been cut to a height of 50 - 60 mm within two working days before the final inspection.
- (g) Sodded *and seeded* area is free of any turf damaging insects.

If the sodded *and seeded* areas do not meet the above criteria, the deficient area shall be resodded or reseeded as applicable within three (3) working days after receiving notification from the Contract Administrator and maintained by and at the expense of the Contractor in accordance with Clauses E6.3.13 and E6.3.14 herein.

In situations where the termination of the maintenance period is not granted by the Contract Administrator before the end of a growing season, the maintenance period will commence as described in Clause E6.3.13.

E6.3.17 Site Clean-Up

During both the placement and maintenance of sod/*seed*, all sidewalks, streets, approaches, driveways and properties near the sodding *and seeding* operations shall be kept clean at all times by the Contractor.

Upon completion of the project, the Contractor shall immediately remove all excess material, debris and equipment from the work site.

E6.4 METHOD OF MEASUREMENT

E6.4.1 Sodding

Sodding will be measured on an area basis and classified into one of the following categories:

Items of work:

Sodding *

i.area greater than or equal to 4, and less than or equal to 6

ii.area greater than 6, and less than or equal to 15

iii.area greater than 15, and less than or equal to 40

iv.area greater than 40

Short Notice Sodding *

Restricted Access Sodding *

Embankment Sodding *

Sodding Gas Service Inspection Holes **

* The minimum area for each location will be four (4) square metres.

** The minimum area for each location will be a half of one (0.5) square metres and the maximum area will be four (4) square meters. If more than four (4) square meters of sod is required to complete a restoration, the area greater than one (1) square meter will be measured and paid for in the appropriate category for "Sodding" and one square meter will be paid for as Sodding Gas Service Inspection Holes.

The area to be paid for shall be the total number of square metres placed and maintained in accordance with this Specification and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator. No measurement will be made for sod placed outside the limits of placement directed by the Contract Administrator, or for sod placed that does not meet the requirements for the commencement of the thirty (30) day maintenance period.

E6.4.2 Seeding

Supply, placement and maintenance of seed will be measured on an area basis. The area to be paid for shall be the total number of square metres seeded and maintained in accordance with this Specification and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator. No measurement will be made for seeding placed outside the limits of placement directed by the Contract Administrator, or for seeding placed that does not meet the requirements for the commencement of the thirty (30) day maintenance period.

E6.4.3 Grading

Grading of boulevards will be measured on an area basis. The area to be paid for shall be the total number of square metres graded in accordance with this Specification and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator.

E6.5 BASIS OF PAYMENT

E6.5.1 Sodding

Supply, placement and maintenance of sod will be paid for at the Contract Unit Price per square metre for "Sodding" of each category, measured as specified herein, which price shall be payment in full for supplying all materials and for completing all operations herein described and all other items incidental to the work included in this Specification.

- Items of work: (a) Sodding
- i) area greater than or equal to 4 and less than or equal to 6
 - ii) area greater than 6 and less than or equal to 15
 - iii) area greater than 15 and less than or equal to 40
 - iv) area greater than 40
- (b) Short Notice Sodding
- (c) Restricted Access Sodding
- (d) Embankment Sodding
- (e) Sodding Gas Service Inspection Holes

Payment for Sodding shall be in accordance with the following:

- Seventy-five (75%) of quantity following supply and placement
- Remaining (25%) of quantity following termination of the maintenance period.

E6.5.2 Seeding

Supply, placement and maintenance of seed will be paid for at the Contract Unit Price per square metre for "Seeding", of each category, measured as specified herein, which price shall be payment in full for supplying all materials and for completing all operations herein described and all other items incidental to the work included in this Specification.

- Items of work: (a) Seeding
- i) damages
 - ii) cuts

Payment for Seeding shall be in accordance with the following:

- Seventy-five (75%) of quantity following supply and placement
- Remaining (25%) of quantity following termination of the maintenance period.

E6.5.3 Grading

Grading will be paid for at the Contract Unit Price per square metre for "Boulevard Grading" measured as specified herein, which price shall be payment in full for supplying all materials and for completing all operations herein described and all other items incidental to the work included in this Specification.

E7. SURFACE RESTORATIONS

- E7.1 Further to clause 3.3 of CW 1130-R1, when Total Performance is not achieved in the year the Contract is commenced, the Contractor shall temporarily repair any Work commenced and not completed to the satisfaction of the Contract Administrator. The Contractor shall maintain the temporary repairs in a safe condition as determined by the Contract Administrator until permanent repairs are completed. The Contractor shall bear all costs associated with temporary repairs and their maintenance.

Area - South Round Commencement Date: Types
 Round No: Round Completion Date: SN - Short Notice Sodding
 Contractor: RA - Restricted Access Sodding
 EB - Embankment Sodding

Major Operations		
1.	Excavating/Filling, Compacting the Backfill	
2.	Placing the Topsoil	
3.	Placing, Top Dressing, and Rolling the Sod	

Permitno	Date	Zone #	Number	Street	Applicant	Date Insp.	Permit Quant	Insp. Quant	Type	Seeding	Pav	Pav Rest.	Sw	Sw Rest.	Curb	Curb Rest.	Date Operation Completed			Comments	Mtce Term		
																	1	2	3				
																	042497	11-Jun-99	S3B			862	CRESCENT DR[& 866]
042828	05-Jul-99	S3B	517	HUDSON ST	Water - Water	07-Jul-99	4	5					5		01-Aug-00								
043715	22-Aug-99	S3B	70	RILEY CRES	WATER	02-Sep-99	11	9		1	3											Ready as per Jack Urbanski	
043239	27-Jul-99	S3B		RILEY CRE[WEST OF WICKLOW]	Water - Land	03-Aug-99	6																
043149	21-Jul-99	S3B		WILDWOOD PK[between Manchester N & S]	Centra Gas	03-Aug-99	5	6		1												ADD 1m2 MUD TO 4m2. TOTAL 5m2 MUD. FAXED AUGUST 4, 1999.	
043112	21-Jul-99	S3C		BUFFALO PL[N/W fennel]	Centra Gas	05-Aug-99	4	4															
043456	17-Aug-99	S3C	1107	BYNG PL	WATER-WA	20-Aug-99	4	4			2		3										
042568	21-Jun-99	S3C	1019	WATERFORD AVE	Water - Water	23-Jun-99	4	5														Ready as per South water	
042738	25-Jun-99	S3D	31	CEDAR GLEN RD	Water - Water	08-Jul-99	4	6			10											Ready as per South water	
042873	06-Jul-99	S3D		DEER RUN DR[S/E CORNER & TIPTON]	Centra Gas	08-Jul-99	4	7														NEW HOUSE, NO SOD.	
043558	18-Aug-99	S3D	1780	MCGILLIVRAY BLVD	Centra Gas	24-Aug-99	4	8		2			4										
043559	18-Aug-99	S3D	1780	MCGILLIVRAY BLVD	Centra Gas	24-Aug-99	4	4			3												
043167	21-Jul-99	S4B	27	AUGUSTA DR	Water - Water	05-Aug-99	4	4			3											Ready as per South water	
038872(1)	28-Sep-98	S4B	544	BAIRDMORE BL	Centra Gas	24-Nov-98	19																
043174	21-Jul-99	S4B	1207	CHANCELLOR DR	Water - Water	05-Aug-99	4	5		1						3						Ready as per South water	
043175	21-Jul-99	S4B	1226	CHANCELLOR DR	Water - Water	05-Aug-99	4	6														Ready as per South water	
043048	19-Jul-99	S4B	1287	CHANCELLOR DR	Water - Water	20-Jul-99	4	6			3											Ready as per South water	
042108	11-May-99	S4B	64	LAKESIDE DR	Water - Water	14-May-99	4	4														Ready as per South Water.	
042893	06-Jul-99	S4B	60	SANDUSKY DR	Centra Gas	08-Jul-99	4	5														NEW HOUSE, NO SOD.	
043171	21-Jul-99	S4A	15	BALDRY BAY	Water - Water	05-Aug-99	14	20		3			4		24-Jul-00							Ready as per South water	
042500	11-Jun-99	S4A	41	BRIDGEPORT PL	Water - Water	17-Jun-99	4						3									Ready as per South water	
042101	11-May-99	S4A	10	CELTIC BA	Water - Water	14-May-99	4	6														Ready as per South water	
043737																							
043442	13-Aug-99	S4A	915	KILKENNY	Water - Water	17-Aug-99	30																
043410	13-Aug-99	S4A	73	MAPLERIDGE	Water - Water	24-Aug-99	17	18								5							
043414	17-Aug-99	S4A	607	PATRICIA	Water - Water	17-Aug-99	15	16		2			6										
043589	18-Aug-99	S4A	35	PRESTWOOD PL	Centra Gas	24-Aug-99	4	5					3										
043259	27-Jul-99	S4A	177	ROCHESTER	Water - Water	05-Aug-99	15	20		1													