



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 477-2005**

**LUXTON COMMUNITY CENTER SITE REDEVELOPMENT**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

### PART B - BIDDING PROCEDURES

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

### 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. Contract Administrator	1
D4. Contractor's Supervisor	2
D5. Notices	2

#### Submissions

D6. Insurance	2
D7. Performance Security	3
D8. Subcontractor List	3

#### Schedule of Work

D9. Commencement	3
D10. Substantial Performance	4
D11. Total Performance	4
D12. Liquidated Damages	4

#### Control of Work

D13. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	5
Form H1: Performance Bond	6
Form H2: Irrevocable Standby Letter of Credit	8
Form J: Subcontractor List	10

### PART E - GENERAL SPECIFICATIONS

#### General

E1. Applicable Specifications, Standard Details and Drawings	1
--	---

#### General Requirements

E2. Truck Weight Limits	1
E3. Site Access	1
E4. Permits, Notices, Licenses, Certificates, Laws And Rules	2
E5. Damage To Existing Structures And Property	2
E6. Temporary Utilities	3
E7. Layout Of Work	3
E8. Site Restoration	3
E9. Temporary Fencing	3
E10. Demolitions/Removals	4
E11. Reinforced Concrete Retaining Wall	4
E12. Water Service Connection	5
E13. Meter Pit Assembly	5
E14. Excavation and Site Grading	6
E15. Topsoil & Sodding	6
E16. Chain Link Fencing	7
E17. Soccer Goal Posts	8

## **PART B - BIDDING PROCEDURES**

### **B1. PROJECT TITLE**

B1.1 LUXTON COMMUNITY CENTER SITE REDEVELOPMENT

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 2, 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. SITE INVESTIGATION**

B3.1 Further to GC:3.1, the Bidder may view the Site without making an appointment.

### **B4. ENQUIRIES**

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

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

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

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

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

### **B5. ADDENDA**

B5.1 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.

B5.2 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.

B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda shortly before submitting his Bid.

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B6. SUBSTITUTES**

B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B6.3 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.

B6.4 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.

B6.5 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.

B6.6 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.

B6.6.1 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.

B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.

B6.8 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 B14.

B6.9 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.

## **B7. BID SUBMISSION**

B7.1 The Bid Submission consists of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices;

B7.2 The Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.

B7.2.1 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.

B7.3 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.4 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

## **B8. BID**

B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 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.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 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.

B8.4 Paragraph 10 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;

- (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.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B8.4.2 All signatures shall be original.

B8.5 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.

## **B9. PRICES**

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.2 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.

B9.3 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. QUALIFICATION**

B10.1 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;
- (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);

B10.2 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.

B10.3 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.

### **B11. OPENING OF BIDS AND RELEASE OF INFORMATION**

B11.1 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.

B11.1.1 Bidders or their representatives may attend.

B11.2 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>.

B11.3 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>.

B11.4 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.

### **B12. IRREVOCABLE BID**

B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B12.2 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.

### **B13. WITHDRAWAL OF BIDS**

B13.1 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.

B13.1.1 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.

B13.1.2 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 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B13.1.3 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 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.



B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 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.

#### **B14. EVALUATION OF BIDS**

B14.1 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 B10 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

B14.2 Further to B14.1(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.

B14.3 Further to B14.1(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.

B14.4 Further to B14.1(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.

B14.4.1 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. AWARD OF CONTRACT**

B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B15.2 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.

B15.2.1 Without limiting the generality of B15.2, 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.

B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.

- B15.4 Notwithstanding GC:4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract, as defined in GC:1.1, 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**

### **C1. GENERAL CONDITIONS**

C1.1 The *General Conditions for Construction Contracts* (Revision 2000 11 09) are applicable to the Work of the Contract.

C1.1.1 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 Landscape Site Redevelopment at Luxton Community Center
- D2.2 The major components of the Work are as follows:
- (a) Demolitions and Removals
  - (b) Construction of Concrete Retaining Wall
  - (c) Supply and Install Water Service Connection & Meter Pit Assembly
  - (d) Site Grading and Sodding
  - (e) Supply and Installation of Chain Link Fencing
  - (f) Supply and Installation of Soccer Goal Posts.

#### **D3. CONTRACT ADMINISTRATOR**

- D3.1 The Contract Administrator is:
- Mr. Curt Borley  
Superintendent of Landscape Development Services  
700 Assiniboine Park  
Winnipeg, Manitoba R3P 2N9
- Telephone No. (204) 986 - 3991  
Facsimile No. (204) 986 - 3860
- D3.2 At the pre-construction meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

#### **D4. CONTRACTOR'S SUPERVISOR**

D4.1 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. NOTICES**

D5.1 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.

D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3, D5.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.

D5.3 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

D5.4 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

#### **SUBMISSIONS**

#### **D6. INSURANCE**

D6.1 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 added 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 products and 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;

- D6.2 Deductibles shall be borne by the Contractor.
- D6.3 The Contractor shall provide the City Solicitor with 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 seven (7) Calendar Days from notification of the award of Contract.
- D6.4 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.

## **D7. PERFORMANCE SECURITY**

- D7.1 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.
- D7.1.1 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.
- D7.2 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.

## **D8. SUBCONTRACTOR LIST**

- D8.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

## **SCHEDULE OF WORK**

### **D9. COMMENCEMENT**

- D9.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.

- D9.2 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) evidence of the insurance specified in D6;
    - (iv) the performance security specified in D7;
    - (v) the Subcontractor list specified in D8; and
  - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D9.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

#### **D10. SUBSTANTIAL PERFORMANCE**

- D10.1 The Contractor shall achieve Substantial Performance within Thirty (30) consecutive Working Days of the commencement of the Work as specified in D9.
- D10.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D10.3 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.

#### **D11. TOTAL PERFORMANCE**

- D11.1 The Contractor shall achieve Total Performance within Thirty-Five (35) consecutive Working Days of the commencement of the Work as specified in D9.
- D11.2 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.
- D11.3 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.

#### **D12. LIQUIDATED DAMAGES**

- D12.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City Five Hundred dollars (\$500.00) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.

- D12.2 The amount specified for liquidated damages in D12.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **CONTROL OF WORK**

### **D13. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D13.1 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).



**FORM H1: PERFORMANCE BOND**  
(See D7)

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. 477-2005

LUXTON COMMUNITY CENTER SITE REDEVELOPMENT

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)



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 - GENERAL 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 in Adobe Acrobat (.pdf) format on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.
- E1.1.2 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:

<u>Drawing No.</u>	<u>Drawing</u>
L.15-C1	LUXTON COMMUNITY CENTER – SITE PLAN
L.15-C2	LUXTON COMMUNITY CENTER-GRADING PLAN
L.15-C3	LUXTON COMMUNITY CENTER – RETAINING WALL DETAILS
L.15-C4	LUXTON COMMUNITY CENTER – CHAIN LINK FENCE DETAILS
SD –241B	METER PIT ASSEMBLY
SD –012	WATER SERVICE – 20 MM TO 50 MM

### GENERAL REQUIREMENTS

#### E2. TRUCK WEIGHT LIMITS

- E2.1 The City shall not pay for any portion of Material which results in the vehicle exceeding the maximum gross vehicle weight allowed under *The City of Winnipeg Traffic By-Law*, unless such vehicle is operating under special permit.

#### E3. SITE ACCESS

- E3.1 Access to the Site will be determined at the pre-construction meeting. This access area shall be provided and maintained by the Contractor at his own expense and approved by the Contract Administrator.
- E3.2 The Contractor shall be restricted to the Site access location and route only so that there is a minimum of disturbance to the existing ground surface. Damage to areas beyond the marked route shall be repaired by and at the expense of the Contractor to the satisfaction of the Contract Administrator.

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

- E4.1 Further to GC:6.12, 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 Subcontractors must be fully aware of all Work involving hazardous materials. All Work must be performed in compliance with the Manitoba Department of Labour Workplace Health and Safety Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification to the Contract Administrator of his/her encountering of suspected hazardous material during their course of Work.

#### **E5. DAMAGE TO EXISTING STRUCTURES AND PROPERTY**

- E5.1 Further to GC: 17, 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 thereto in the performance of the Work, the Contractor shall upon instructions from and to the satisfaction of the Contract Administrator and the owners thereof, either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to, the Contract Administrator and the owners thereof. The cost of which shall be borne entirely by the Contractor.
- E5.2 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.
- E5.3 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and he shall be responsible for all damage resulting from his work on private property. The Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress is maintained to private properties while he is working near them.
- E5.4 Any damage caused by the negligence of the Contractor or his Sub-Contractors to the adjacent works or properties, shall be promptly repaired by him at his own expense, to the satisfaction of the Contract Administrator.
- E5.5 The Contractor is responsible to determine the location of all underground utilities and obtain clearances prior to construction. Underground information shown on the construction drawings is based on the best information available. The City of Winnipeg makes no guarantee to the correctness of the information and it is the responsibility of the Contractor to verify the location of all underground utilities prior to construction.

## **E6. TEMPORARY UTILITIES**

- E6.1 Further to GC:6.12, the Contractor shall make his own arrangements in connection with the temporary use of lighting, power, gas, sewer, water or other utilities, and pay all costs in connection therewith.
- E6.2 All necessary permits, fees and other like expenses as well as the cost of temporary connections to existing facilities shall be arranged and paid for by the Contractor.

## **E7. LAYOUT OF WORK**

- E7.1 The Contractor shall set all necessary control lines, benchmarks, elevation stakes and layout in accordance with the design information as shown on the construction drawings
- E7.2 The Contractor will set control lines and bench marks by means of stakes, buoys or marks and the Contractor shall make the completed works conform to the lines and marks thus indicated. The Contractor shall furnish all other lines and levels required. The Contractor shall be responsible for the careful preservation of all stakes and marks so set whether relating to his own or to other Work. Care must be taken that the Contract Administrator be notified immediately of the disturbance of any such stakes or marks; the cost of correcting any errors arising out of neglect of the Contractor or his agent or his employees, to so notify the Contractor Administrator shall be borne entirely by the Contractor, as well as the cost of replacing any disturbed stakes or marks.
- E7.3 All layout Work shall be inspected and approved by the Contract Administrator prior to construction.
- E7.4 Before commencing Work the contractor shall satisfy himself as to the meaning and correctness of all stakes and marks and no claims shall be entertained by the City of Winnipeg on account of any alleged inaccuracies. If any error is suspected in the plans, specifications or the directions of the Contract Administrator, Work shall be discontinued until the errors are rectified, but no claims shall be made on account of any delay occasioned thereby.

## **E8. SITE RESTORATION**

- E8.1 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all plant, tools, equipment, waste, debris and surplus foundation earth to the satisfaction of the Contract Administrator. Unless otherwise specified, the Contractor shall restore all areas of the Site beyond the established limit of Work, which have been disturbed by the Contractor's operations to as good as or better than the original condition to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this Work.

## **E9. TEMPORARY FENCING**

- E9.1 The Contractor shall be responsible to erect temporary fencing around the Work Site for the duration of the Contract.
- E9.2 Temporary fencing shall be chain link fencing 2.4 m in height or greater or approved equal.
- E9.3 Fencing shall remain in place until the maintenance period has been completed for Sodding.
- E9.4 No separate measurement or payment will be made for Temporary Fencing. It shall be considered incidental to the contract work.



E9.5 After completion of Work the Contractor will be responsible to erect and maintain temporary snow fencing installed crosswise on the athletic field to further prevent use and damage to the turf until established and approved by the Contract Administrator. Snow fencing shall remain in place until the maintenance period has been completed for Sodding

## **E10. DEMOLITIONS/REMOVALS**

E10.1 This specification shall cover the demolition/ removal of the following items as shown on the drawings

- (a) Approximately 60 m of Chain link fencing located along south side of Site
- (b) Approximately 110 m of Chain link fencing located along east side of Site
- (c) 6 Concrete bases for temporary lighting
- (d) Existing timber stairs and short wall segment located along east side of Site
- (e) Existing irrigation system and water box enclosure
- (f) Existing soccer goal posts
- (g) One baseball backstop
- (h) Excavation of approx 80 sq m (40m x 2 m) of existing Asphalt surfacing

E10.2 Existing 50 mm Water Service shall be capped in accordance City of Winnipeg's Standard Construction Specification CW 2110-R6 " Watermains"

E10.3 Excavation shall be understood to include all removal of existing asphalt as well as insitu material to a depth of 150 mm below finished grade.

E10.4 The existing pavement at the limits of the designated area of removal shall be saw cut for the full depth of the pavement prior to the demolition and removal operations. All costs in connection with saw cutting are incidental.

E10.5 All items listed above shall be removed from the Site and legally disposed of in a safe and legal manner.

E10.6 Measurement and Payment for Demolition/ Removals shall be on Lump Sum basis. Price shall be payment in full for supplying for all materials and performing all operations herein described and all other items incidental to the work included in this specification Price shall include all costs relating to removal and disposal of said amenities.

## **E11. REINFORCED CONCRETE RETAINING WALL**

E11.1 This specification shall cover the supply and installation of a concrete retaining wall as shown on the construction drawings.

E11.2 Supply and installation of concrete retaining wall shall be done in accordance City of Winnipeg's Standard Construction Specification CW 3110-R9 " Portland Cement Concrete Pavement Works".

E11.3 Reinforced concrete retaining wall shall be built according to lines and design grades as shown on the construction drawings. Retaining wall will consist of granular base coarse, poured in place footing, retaining wall, weeping tile and backfill material as shown on the construction drawings.

E11.4 Crushed limestone base material shall be supplied and installed in accordance with City of Winnipeg's Standard Construction Specification CW 3110-R7 "Sub-Grade, Sub-Base and Base Coarse Construction".

- E11.5 Granular base coarse shall be 20 mm (3/4 ") limestone down placed and compacted as specified to a finished thickness of 100 mm as specified on the drawings.
- E11.6 Base coarse shall be compacted to a minimum of ninety – five percent (95%) of Standard Proctor Density.
- E11.7 Install new reinforcing steel as shown on the construction drawings. Provide a minimum of 50 millimetres cover between reinforcing steel and the finished concrete surface.
- E11.8 Contractor shall pour concrete retaining wall and footing in 7.62 m (25") sections with a 10mm form filler gap between sections.
- E11.9 Concrete for footing and retaining wall shall comply to the following specification
- Class of Exposure: C-2  
Minimum Specified Compressive Strength @ 28 days = 32 MPA  
Minimum Cementitious Content = 340 kg/m<sup>3</sup>  
Maximum Water/Cementitious ratio = 0.45  
slump = 70 plus/minus 20 mm  
Aggregate Size = 20 mm Nominal  
Air Content = 5% to 8%
- E11.10 Wall backfill material will consist of 32 mm diameter clean stone.
- E11.11 Weeping Tile will consist of 75 mm-perforated corrugated drainage pipe. Weeping Tile shall be installed according to manufacturers specifications.
- E11.12 Construction of concrete retaining wall will be measured and paid for at the Contract Unit Price per lineal meter basis. The length to be paid for shall be the total number of metres constructed in accordance with this specification and accepted by the Contract Administrator. Price shall be payment in full for supplying for all materials and performing all operations herein described and all other items incidental to the work included in this specification. Price shall include excavation, supply and installation of base coarse material, reinforced concrete footing and wall, weeping tile and backfill material.

## **E12. WATER SERVICE CONNECTION**

- E12.1 Supply and installation of water service shall be done in accordance City of Winnipeg's Standard Construction Specification CW 2110-R6 " Watermains"
- E12.2 The Contractor shall supply and install a 50 mm water service as shown on SD – 012. Water service shall be 50 mm diameter service and approximately 10 meters in length.
- E12.3 Class Five (5) Backfill is required for standard trench and excavation backfill.
- E12.4 Measurement and payment for supply and installation of water service connection shall be on a Lump Sum Basis. Price will payment in full for supplying all materials and performing all operations described in Specification CW 2110-R6 and all other items incidental to the work included in this specification. Price will include all appurtenances, corporation stop, curb stop and box, bedding, fittings, clamps, tapping sleeve and all other items required to complete the installation.

## **E13. METER PIT ASSEMBLY**

- E13.1 This specification shall amend and supplement City of Winnipeg Standard Construction Specification CW 3530 –R3 "Specification for Manual Irrigation System".

- E13.2 Supply and installation of meter pit assembly shall be done in accordance City of Winnipeg's Standard Construction Specification CW 3530 –R3 “Specification for Manual Irrigation System”.
- E13.3 The Contractor shall supply and install a meter pit assembly as shown on SD – 241B.
- E13.4 The Contractor will only be required to supply and install the applicable gate valve inside the meter pit assembly for future irrigation system.
- E13.5 Gravel Sump for meter pit shall be 20 mm (3/4”) limestone down material.
- E13.6 Measurement and Payment for supply and installation of meter pit assembly shall be on a Lump Sum Basis. Price will be payment in full for supplying all materials and performing all operations described in specification CW 3530 – R3 and all other items incidental to the work included in the specification. Price will include all excavation, gravel sump, corrugated steel pipe and checker plate lid, hot dipped galvanizing, painting, backfill, piping and fittings, gate valve and all other items required to complete the installation.

#### **E14. EXCAVATION AND SITE GRADING**

- E14.1 This specification shall amend and supplement City of Winnipeg Standard Construction Specification CW 3110-R7 “ Sub-Grade, Subbase and Base Coarse Construction and CW 3540 – R3 – “Topsoil and Finish Grading For Establishment of Turf Areas “
- E14.2 Excavation and Site Grading will include excavation and rough grading so that the Site, after compaction is at a uniform depth of 100 mm below finished design grade elevations as shown on the construction drawings.
- E14.3 Excavation shall be understood to include topsoil excavation as well as common excavation to a depth required as shown on the construction drawings or as directed by the Contract Administrator.
- E14.4 In areas where the difference between the existing grade elevations and the design elevations is less than 300 mm the Contractor shall scarify the existing ground to a minimum depth of 150 mm prior to placement of any top soil
- E14.5 Strip and stockpile topsoil from the site material in a manner which will prevent contamination of topsoil with underlying soil materials. Stockpile the stripped topsoil at locations on site for later use.
- E14.6 Stockpile suitable in-situ material at locations on site as directed by the Contract Administrator
- E14.7 All excavated material deemed unsuitable by the Contract Administrator shall be removed, hauled and legally disposed of off-site.
- E14.8 Measurement and Payment for Excavation and Site Grading will be on a square meter basis paid at the Unit Price per square meter for “Excavation and Site Grading”.

#### **E15. TOPSOIL & SODDING**

- E15.1 This specification shall amend and supplement City of Winnipeg Standard Construction Specification CW 3510 – R7 – “Sodding”
- E15.2 Top soil and Sodding shall be done in accordance with City of Winnipeg Standard Construction Specification CW 3510 – R7 – “Sodding”

E15.3 The Sod Maintenance Period shall be extended from the Thirty (30) Day Maintenance Period to a Sixty (60) Day Maintenance Period. The Contractor shall be responsible to maintain the sod for a Sixty (60) Maintenance Period according to Specification CW 3510-R7.

E15.4 Sodding will be measured on an area basis and paid at the Contract Unit Price per square metre for "Sodding". The area to be paid for will be the total number of square metres placed and maintained in accordance with this Specification, accepted and measured by the Contract Administrator.

## **E16. CHAIN LINK FENCING**

E16.1 Installation of Chain Link Fencing shall be done in accordance with City of Winnipeg Standard Construction Specification CW 3550 – R2 – "Chain Link Fencing"

E16.2 The Contractor shall supply and install 2.4 m height chain link fencing along the east side of the Site as shown on the construction drawings.

E16.3 The Contractor shall supply and install 1.83 m height chain link fencing on top of the retaining wall as shown on the construction drawings

E16.4 Fence posts for 1.83 m chain link fencing are to be welded to galvanized steel base plates and securely anchored to concrete retaining wall as shown on detail 1 on construction drawing L15-C4.

E16.5 Three Crawl-Outs shall be constructed as shown on detail 3 and 4 on construction drawing L.15-C4. The bottom of the steel guards will have a smooth round edge applied to it by welding a section of circular steel tubing attaching both steel guards.

E16.6 All metal for Crawl- Out Guards and plate mounting detail shall be to the size and dimensions as shown on construction drawing, and be galvanized finished after welding.

E16.7 All finished edges for Crawl-Outs shall have smooth edges with no protruding burrs evident.

E16.8 Metal steel gaurds will be placed on both sides of the fence and attached together with 12.7 mm nuts and bolts.

E16.9 No separate measurement or payment will be made for supply and installation of Crawl-Outs. It shall be considered incidental to the contract work.

E16.10 Measurement and Payment will be measured and paid for at the Contract Unit Price per lineal metre for

(a) Supply and installation of 2.4 m height chain link fencing

(b) Supply and installation of 1.83 m height chain link fencing

E16.11 The quantity to be paid for will be the actual number of lineal metres constructed in accordance with this Specification and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator. Price shall be payment in full for supplying for all materials and performing all operations herein described and all other items incidental to the work included in this specification.

**E17. SOCCER GOAL POSTS**

E17.1 This Specification shall cover the furnishing of labour, new material, equipment and services necessary for the complete installation of Moveable Soccer Goal Posts as shown on the construction drawings.

E17.2 The Contractor shall supply and install the following Site Amenities

(a) One Set of Moveable Soccer Goal Posts, Nets and Anchors

E17.3 Soccer Goal Posts shall be as following

(a) Product Score Master 24 ' Moveable Soccer Goal Posts

(b) Model # SM-DM-2400-PC

(c) Colour White Powder Coated

Source for Soccer Goal Post

Crozier Agencies

#8-1865 Sargent Avenue

Winnipeg, MB R3H OE4

Tel: (204) 777 – 6084

Fax: (204) 774-6099

E17.4 Measurement and Payment will be on a Lump Sum Basis for the supply and installation for a set of Portable Soccer Goal Posts ,Nets and Anchors.