



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 639-2007

OLD EX GROUNDS – ATHLETIC FIELD IMPROVEMENTS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 OLD EX GROUNDS – ATHLETIC FIELD IMPROVEMENTS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 11, 2007.

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

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

B3. SITE INVESTIGATION

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

B3.2 The Bidder is advised that existing conditions shown on the Layout Plan is for information only and must be confirmed on Site by the Bidder.

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 regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 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 may 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.

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 COMPONENTS

B7.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices;
- (c) Form G1: Bid Bond and Agreement to Bond, or Form G2: Irrevocable Standby Letter of Credit and Undertaking, or a certified cheque or draft;

B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.

B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.

B7.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.

B7.4.1 Samples or other components of the Bid 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.

B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.

B7.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.

B7.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.8 Bids 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 11 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his 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, should 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.
- 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 should be witnessed, except where a corporate seal has been affixed.
- 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 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; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>).
- B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and

- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);

B10.4 Further to B10.3(c), the Bidder shall, within three (3) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt.>)

B10.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

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.

B11.1.2 All signatures on bid securities shall be original, and shall be witnessed or sealed as required.

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 Bids 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 Bids 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 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management 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 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 10 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 10 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 C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

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 11 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 will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in 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 B10 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

B15.2 Further to B15.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.

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 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 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.

B16. AWARD OF CONTRACT

B16.1 The City will give notice of the award of the Contract 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 Subject to B16.2, 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.

B16.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of excavation, removals, and rough grading, sodding, fencing, site services, and sports equipment.

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

- (a) Remove and dispose of existing chain link fence;
- (b) Remove and dispose of baseball backstop. Salvage benches and deliver to garage on site;
- (c) Remove and dispose of unsuitable subgrade and replacement with compacted clean earth fill;
- (d) Excavate, remove, and dispose of existing gravel pavement;
- (e) Rough grading for soccer field, softball outfield, and surrounding areas;
- (f) Remove and dispose of existing baseball infield;
- (g) Supply, place and compact clean earth fill;
- (h) Supply and install sod and topsoil;
- (i) Supply and install double 'farm style' aluminium tube vehicle access gate;
- (j) Supply and install 200mm wood bollards;
- (k) Supply and install land drainage sewer; replace existing catch basin cover with closed manhole cover (fill open holes in cover); lower height of existing catch basin to remain;
- (l) Supply and install moveable ScoreMaster soccer goal (1 set) complete with net.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is McGowan Russell Group , represented by:

Susan Russell
President
200-120 Fort Street
Winnipeg, MB, R3C 1C7

Telephone No. (204) 956 0396
Facsimile No. (204) 956 1265

D3.2 At the pre-construction meeting, Susan Russell 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 C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- 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 following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Attn: Chief Administrative Officer
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
Attn: City Solicitor
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

D6. FURNISHING OF DOCUMENTS

- D6.1 Upon award of the Contract, the Contractor will be provided with five (5) 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

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. SAFE WORK PLAN

- D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

D9. INSURANCE

D9.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) automobile liability insurance for 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;
- (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4.1 for the return of the executed Contract.

D9.4 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.

D10. PERFORMANCE SECURITY

D10.1 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.

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

D10.2 If the bid security provided in his Bid 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 but in no event later than the date specified in C4.1 for the return of the executed Contract.

D11. SUBCONTRACTOR LIST

- D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract.

SCHEDULE OF WORK

D12. COMMENCEMENT

- D12.1 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.
- D12.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D8;
 - (iv) evidence of the insurance specified in D9;
 - (v) the performance security specified in D10;
 - (vi) the Subcontractor list specified in D11; and
 - (b) The Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D12.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent.

D13. SUBSTANTIAL PERFORMANCE

- D13.1 The Contractor shall achieve Substantial Performance within twenty five (25) consecutive Working Days of the commencement of the Work as specified in D12.
- D13.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D13.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D14. TOTAL PERFORMANCE

- D14.1 The Contractor shall achieve Total Performance within thirty (30) consecutive Working Days of the commencement of the Work as specified in D12.
- D14.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

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

D15. LIQUIDATED DAMAGES

D15.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City Three Hundred dollars (\$300.00) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.

D15.2 The amount specified for liquidated damages in D15.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.

D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D15.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City Three Hundred dollars (\$300.00) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.

D15.2 The amount specified for liquidated damages in D15.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.

D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D16. SCHEDULED MAINTENANCE

D16.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

- (a) 30 day sod maintenance as specified in CW3510 ;

D16.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

CONTROL OF WORK

D17. JOB MEETINGS

D17.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D17.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D18. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D18.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

MEASUREMENT AND PAYMENT

D19. PAYMENT

D19.1 Further to C12, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D20. WARRANTY

D20.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

FORM H1: PERFORMANCE BOND
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

_____ day of _____, 20____, for:

BID OPPORTUNITY NO. 639-2007

OLD EX GROUNDS – ATHLETIC FIELD IMPROVEMENTS

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 D10)

(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. 639-2007
OLD EX GROUNDS – ATHLETIC FIELD IMPROVEMENTS

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 AND DRAWINGS

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

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
L1	Layout Plan
L2	Grading Plan
S1	Site Services Plan

E2. SOILS INVESTIGATION REPORT

- E2.1 Further to C3.1, no soil inspection has been done for Old Ex Grounds. Contractor to supply additional soils investigation reports if Site conditions warrant upon approval by Contract Administrator at City of Winnipeg cost

GENERAL REQUIREMENTS

E3. PROTECTION OF SURVEY INFRASTRUCTURE

- E3.1 Notwithstanding clause 4 "Protection of Survey Bars" of the Standard Provisions: Current legislation, The Surveys Act, places the onus on those undertaking construction to protect the Survey Infrastructure from damage as a result of their activity.
- E3.2 Further to GC:6.28 (g), at least 72 hours prior to the commencement of the On-Site Work the Contractor shall contact the City of Winnipeg, Geomatics Services Branch at 986-4826 (8:00 am to 4:00 pm Monday to Friday excluding holidays) to obtain underground clearance. Geomatics Services will locate and mark all known outline survey monuments and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.
- E3.3 Where a survey post, bar or control monument lies in the line of the proposed Work and must not be disturbed, the Contractor shall provide the Contract Administrator with 48 hours notice to permit referencing for future replacement, at no cost to the Contractor. Failure to provide the specified notice shall result in the Contractor paying for all costs associated with replacing or relocating the disturbed outline survey monuments and geodetic control monuments.
- E3.4 Survey monuments and geodetic control monuments at or adjacent to the Site, not in the line of the proposed construction, that are damaged or disturbed by the Contractor shall be replaced or relocated by the City or its agent and all associated costs shall be paid for by the Contractor. An approximate estimate of the costs involved to restore a legal survey monument is \$1,000 per bar and \$3,000 per control monument. Contractors must ensure their landscaping and other subcontractors are aware of this clearance procedure and the potential restoration costs.

E3.5 Where possible, amounts owed to the City in accordance with the above will be deducted from any Protection of survey infrastructure payments to be made by the City to the Contractor.

E4. PROTECTION OF EXISTING TREES

E4.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities.

- (a) All trees will have a 3m radius protective zone calculated from the circumference at the base of the trunk which will remain free of digging, trenching, grade changes, stock piling of materials and soil compaction, except as minimum to construct swales, throughout the duration of the Contract. Protective fencing around these areas is required.
- (b) Trees within and immediately adjacent to proposed construction areas and those identified to be at risk by the Contract Administrator, will require 25 x 100 x 2400mm' wood planks strapped to the tree trunk to completely protect the tree trunk from impact damage. (Smaller trees will be similarly protected using proportionally sized wood planks.)
- (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 3m 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. They must be properly trimmed with sharp tools to prevent crushing or being pulled up by construction equipment. No paint is required. All exposed roots must be mulched until the excavated area is filled with clean earth to avoid exposure to sunlight and desiccation.
- (d) 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.
- (e) 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.

E4.2 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.

E4.3 No separate measurement or payment will be made for the protection of trees.

E4.4 Auguring under existing trees will be the only acceptable method of underground installations. Any other excavations must be approved by the Forestry Branch.

E5. CONSTRUCTION FACILITIES AND STAGING

E5.1 The Contractor shall be responsible for providing his own storage area for storage and handling of all his construction operations. The use of public right-of-ways will not be allowed.

E6. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT

E6.1 During the project, pedestrian access shall be maintained at all times. A clear pathway unobstructed from any materials or equipment must be provided.

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

E7. STAKES AND MARKS

E7.1 Further to GC:6.28(h), the Contractor will mark, to the extent he determines to be necessary, the location, alignment and elevation of the Work by means of stakes or marks, for review and

approval by Contract Administrator. The Contractor shall make the completed Works conform to the lines and marks thus approved and indicated.

- E7.2 The Contractor shall notify the Contract Administrator immediately of the disturbance of any such stakes or marks. The cost of correcting any errors arising out of neglect of the Contractor to so notify the Contract Administrator shall be borne entirely by the Contractor, as well as the cost of replacing any disturbed stakes or marks.
- E7.3 Before commencing Work, the Contractor shall satisfy himself as to the meaning and correctness of all stakes and marks and no claims shall be entertained by the City on account of any alleged inaccuracies. If any error is suspected in the Drawings, 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.
- E7.4 The Contractor shall determine and provide all dimensions and elevations measured from the stakes or marks

E8. WATER USED BY CONTRACTOR

- E8.1 Notwithstanding CW 1120.3.7:
- E8.1.1 Water for use by the Contractor may be obtained from the City of Winnipeg waterworks system.
- E8.1.2 Should the Contractor wish to obtain water from a City hydrant, he shall make application either in person or by phoning the Permits Clerk at 986-3184 (8:30 am to 4:30 pm Monday to Friday excluding holidays). The Contractor shall advise the Permits Clerk of the hydrant he wishes to use. The Water Services Divisions of the Water and Waste Department will inspect the hydrant to ensure that the location is suitable and that the hydrant is in good Working condition. If the requested hydrant is found to be unacceptable, arrangements will be made for the use of an alternate hydrant.
- E8.1.3 When the application has been approved, the Permits Clerk will contact the Contractor and issue the permit. The permit may not be issued the same day the application is made. The Contractor shall obtain the permit for hydrant use from the Customer Services Division of the Public Works Department, 107-1155 Pacific Avenue. Permit fees will be charged in accordance with the latest version of the Waterworks By-law. All water used shall be metered and protected against contamination by the use of approved backflow prevention devices. The City will rent the meter to the Contractor at the rate established by the Waterworks By-law. The Contractor shall provide a lockable box, piping, valves, and backflow prevention equipment in accordance with Waterwork's guidelines. The backflow preventer(s) must be tested by a plumber licensed to test backflow preventers. The Permits Clerk can provide a list of licensed plumbers and additional information on the requirements for obtaining a use of hydrant permit.
- E8.1.4 The Contractor shall pay for all water used in accordance with the Waterworks By-law. Sewer charges will not be assessed for water obtained from a hydrant.

E9. TRUCK WEIGHT LIMITS

- E9.1 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.

E10. PRE-CONSTRUCTION MEETING

- E10.1 The Contractor shall not begin the Work under this Contract until a pre-construction meeting has been held between representatives of the Contractor, the City of Winnipeg and the Contract Administrator

E11. ACCESS

- E11.1 All access is to be on the designated routes through the Site. These routes will be determined at the Pre-Construction Meeting.
- E11.2 Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at his own expense and approved by the Contract Administrator.
- E11.3 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 in maintained to private properties while he is working near them. Any damage caused by the negligence of the Contractor or his Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by him at his own expense, to the satisfaction of the Contract Administrator.
- E11.4 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing trees, shrubs, sod, pavements, streets, roads, boulevards, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the Site of the Work. For all damage incurred in the performance of the Work (either directly or indirectly), the Contractor shall either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to, the Contract Administrator and the cost of which shall be borne entirely by the Contractor.

E12. SITE CONDITION

- E12.1 The Contractor shall examine the Site and make themselves familiar with the existing conditions (both above and below grade) and nature of Work to be done.
- E12.2 Surface and sub-surface conditions shown on the Drawings and included herein are provided for general information and variations there from shall not affect the terms of the Contract.
- E12.3 The Contractor shall set all necessary control lines, benchmarks, survey, elevation stakes and layout in accordance with the individual Site conditions and in consultation with the Contract Administrator.

E13. EXISTING UNDERGROUND SERVICES

- E13.1 The Contractor's attention is drawn to the existing underground lines or services that may be located in the area of the Work.
- E13.2 The Contractor shall take all necessary precautions when performing the Work to ensure that no damage is done to these existing services.
- E13.3 No responsibility will be assumed by the City for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface, shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.
- E13.4 All costs in connection with this item including location of the existing service, repairs to any existing services damaged by the construction operation, etc. shall be included in the unit prices bid for supply and installation of the items included under this Contract.
- E13.5 The Contractor will be required to 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.
- E13.6 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.

E14. LAYOUT OF WORKS

- E14.1 The Contractor will Work from layout information provided in the construction drawings and will be responsible to provide a full time experienced survey crew to layout and continuously check the locations and elevations of all components of the Work included in this Contract.
- E14.2 The Contractor must provide all necessary survey equipment in good operating conditions.
- E14.3 The Contractor shall supply all materials (painting, stakes, ribbon, markers, etc) and labour necessary for the accurate location and setting out of the Work.
- E14.4 From time to time the Contract Administrator may have a survey crew on the Site, but they will check the Work done by the Contractor's survey personnel only. The checking of the Work by the Owner's surveyors will not relieve the Contractor of any responsibility of the correctness of the Work. Should any structure or paving or any part thereof be installed in any location other than that shown on the Drawings, then the error shall be rectified by the Contractor all at his own expense and at the satisfaction of, and in a manner specified by the Contract Administrator.
- E14.5 All costs associated with this item of Work shall be included in the unit prices bid for the supply and installation of the various items in the contract.

E15. PRODUCT APPROVALS

- E15.1 The Contractor shall, following award, prepare a complete list of all material to be used on the project and submit the list to the Contract Administrator seventy two (72) hours prior to start of construction.
- E15.2 The Contractor shall only use material which has been approved by Specification CW3710-R1 or by the Contract Administrator. The list shall provide the product, the manufacturer and the supplier.
- E15.3 Other than required to be done by the Contractor under the Work of this contract, all necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing plant material, pavements, streets, roads, boulevard, 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 the Contract Administrator, either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to the Contract Administrator and the costs of which shall be borne entirely by the Contractor.
- E15.4 All workmanship and materials furnished and supplied under this Specification are subject to close and systematic inspection and testing by the Contract Administrator. The Contract Administrator reserves the right to reject any materials or Works which are not in accordance with the requirements of the Specifications.
- E15.5 The Contractor shall wholly be responsible for the supply, safe storage, and handling of all materials set forth in this specification, and the control of all operations incidental thereto notwithstanding any inspection or approval that may have been previously given.

E16. EXCAVATION, REMOVALS, SUBGRADE COMPACTION AND ROUGH GRADING

- E16.1 This specification is supplemental to CW 3110 and CW 3170. The Work of this section comprises the furnishing of all labour, equipment and materials required to complete the excavation and related Work including, but not necessarily confined to, the following:
- (a) Excavation, removals, disposal, subgrade compaction and rough grading of soccer field and softball outfield area to the design requirements noted on the Drawings, approved on Site by the Contract Administrator, less the appropriate surface finish allowance. Place and compact on site clean earth fill (excavated from softball outfield) in areas of gravel pavement and infield removal.

- (b) Stockpile suitable, approved material for reuse on Site (clean topsoil, clean earth fill and gravel fill). Remove and dispose of unsuitable material.
- (c) Earthwork and grading of the existing Site to the design elevations shown on the Drawings, less the appropriate surface finish allowance.
- (d) Remove and Dispose of unsuitable subgrade and replacement with compacted clean earth fill
- (e) Excavation, removal, and disposal of existing gravel pavement.
- (f) Excavation, removal, and disposal of existing baseball infield.
- (g) Excavation, removal, and disposal of existing chain link fence. Fill all holes.
- (h) Excavation, removal, and disposal of baseball backstop. Fill all holes.
- (i) Salvage existing benches and deliver to garage on site.
- (j) Supply, place, and compact clean earth fill.

E16.2 Construction Methods

- E16.2.1 The Contractor shall restrict his activities strictly within the limits of the Work, unless receiving prior written approval from the Contract Administrator. The Contractor shall take all precautions to prevent damage to traffic structures, pole lines, existing trees, Site services and adjacent property and he shall be liable for any damages occurring in the performance of this Work.
- E16.2.2 All foundations shall be removed to full depth to the satisfaction of the Contract Administrator. Fill all holes resulting from removals with compacted clay fill in sodded areas.
- E16.2.3 The Contractor shall ensure that upon completion of the removal operations the Site is left in a neat condition free from debris, etc. for approval by the Contract Administrator prior to placing base courses.
- E16.2.4 In fill areas, where the difference between the existing grade elevation and the design elevation is less than 300mm the Contractor shall scarify the existing ground to a minimum depth of 150mm prior to placement of any fill.
- E16.2.5 Excavate, remove, and dispose of full depth existing gravel pavement and base courses.
- E16.2.6 Excavate, remove existing baseball infield and base courses. Stockpile suitable granular base course material on Site for reuse. Remove and dispose of unsuitable and excess material off Site at a facility approved by the City of Winnipeg. Costs for stockpiling and disposal are incidental to the Work.
- E16.2.7 Remove and dispose of existing chain link fence as shown on the drawings. Fill holes from posts with clean earth fill and compact to 98% SPD.
- E16.2.8 Remove and dispose of existing baseball backstop as shown on the drawings. Fill holes from posts with clean earth fill and compact to 98% SPD.
- E16.2.9 Salvage and deliver benches to garage on site.
- E16.2.10 Supply, place, and compact clean earth fill.

E16.3 Method of Measurement

- E16.3.1 The following items will be measured on an area basis. The area to be paid for shall be the total number of square metres that are excavated in accordance with this Specification as computed from measurements made by the Contract Administrator. No payment will be made for material removed outside of the limits of excavation as established by the Contract Administrator.
 - (a) Excavate, remove, and dispose of existing gravel pavement.
 - (b) Excavate, remove, and dispose of existing baseball infield.

- (c) Rough grading of soccer field and softball outfield area including place and compact on site clean earth fill (excavated from softball outfield) in areas of gravel pavement and infield removal.

E16.3.2 The following items will be measured on volume basis. The area to be paid for shall be the total number of cubic meters that are rough graded in accordance with this specification as computed from measurements made by the Contract Administrator. No payment will be made for material removed outside of the limits of excavation as established by the Contract Administrator.

- (a) Remove and Dispose of unsuitable subgrade and replacement with compacted clean earth fill
- (b) Supply, place, and compact clean earth fill

E16.3.3 Remove and dispose of existing chain link fence will be measured on a linear metre basis. The total number of metres to be paid for shall be the total number removed in accordance with this Specification as computed from measurements made by the Contract Administrator.

E16.3.4 The following item will be measured on a lump sum basis and paid for in accordance with this Specification as computed from measurements made by the Contract Administrator.

- (a) Remove and dispose of existing baseball backstop. Salvage and deliver benches to garage on site.

E16.3.5 No measurement or payment will be made for stockpiling suitable topsoil, clean earth fill and granular base course as these items are incidental to this specification.

E16.3.6 No measurement or payment will be made for filling holes/low areas left by excavation and removals operations as this item shall be incidental to this specification.

E16.3.7 No measurement or payment will be made for the excavation or compaction of the subgrade as this shall be incidental to this specification.

E16.3.8 No measurement or payment will be made for disposing of surplus fill and unsuitable material as this shall be incidental to this specification.

E16.3.9 No direct payment will be made for placing and grading of existing fill as all costs for this Work shall be included in the lump sum bid for excavation, removals and rough grading within the limit of the Work.

E16.4 Basis of Payment

E16.4.1 The following items will be paid for at the contract unit price per square metre for

- (a) Excavate, remove, and dispose of existing gravel pavement.
- (b) Excavate, remove, and dispose of existing baseball infield.
- (c) Rough grading of soccer field and softball outfield area including place and compact on site clean earth fill (excavated from softball outfield) in areas of gravel pavement and infield removal.

as specified herein, which price shall be payment in full for performing all operations herein described and all other items incidental to the Work included in this Specification.

E16.4.2 The following items will be paid for at the contract unit price per cubic metre for

- (a) Remove and Dispose of unsuitable subgrade and replacement with compacted clean earth fill
- (b) Supply, place, and compact clean earth fill

as specified herein, which price shall be payment in full for performing all operations herein described and all other items incidental to the Work included in this Specification.

E16.4.3 Remove and dispose of existing chain link fence will be paid for at the contract unit price per lineal metre as specified herein, which price shall be payment in full for performing all

operations herein described and all other items incidental to the Work included in this Specification.

E16.4.4 The following items will be paid for at the contract lump sum price

(a) Remove and dispose of existing baseball backstop. Salvage and deliver benches to garage on site

as specified herein, which price shall be payment in full for performing all operations herein described and all other items incidental to the Work included in this Specification.

E17. MATCHING EXISTING GRADES

E17.1 Wherever the proposed sod meets existing building edge, doorway, or property line, the Contractor shall construct the proposed element to an acceptable grade, as directed by the Contract Administrator, to ensure that proper drainage and accessibility are maintained.

E18. TOPSOIL AND FINISH GRADING

E18.1 Description

E18.1.1 Further to CW 3540, the General Conditions and Standard Provisions of the City of Winnipeg shall apply to and be a part of this Specification

E18.1.2 This Specification shall cover the supply and placing of topsoil for areas to be sodded

E18.1.3 The Contractor shall be responsible for the supply, safe storage and handling of all materials set forth in this Specification. All materials supplied under this Specification shall be subject to inspection and testing by the Contract Administrator and/or the City's designated turf inspector. There shall be no charge to the City for any materials taken by the Contract Administrator or the City's designated turf inspector for inspection and testing purposes.

E18.2 Materials

E18.2.1 Topsoil will be subject to tests for nitrate, phosphate, potassium, sulphate, pH, E.C. (salinity) and volume of organic matter by a testing laboratory designated by the Contract Administrator.

E18.2.2 The Contract Administrator and/or the City's designated sod inspector will collect as many samples as are deemed necessary to ensure that a good representation of the entire topsoil shipment is provided for the soil analysis report.

E18.2.3 All soil required shall consist of a screened clay-textured or loam-textured dark topsoil, a fertile, friable material neither of heavy clay nor of very light sandy nature containing by volume, a minimum of 4% for clay loams and 2% for sandy loams to a maximum 25% organic matter (peat, rotted manure or composted material) and capable of sustaining vigorous plant growth. Topsoil shall be free of subsoil contamination, roots, stones over 30mm in diameter or subsoil clay lumps over 30mm in diameter and other extraneous matter. Topsoil shall not contain quack grass rhizomes, Canada thistle roots or other noxious weeds. Salinity rating shall be less than 2.5mmhos/cm. The pH range shall be between 6.0 and 8.0.

E18.2.4 Topsoil must be imported topsoil

E18.2.5 Topsoil shall not be blown dirt taken from wind erosion sites.

E18.2.6 Topsoil shall not be taken from fields abandoned to corn production where such soil may contain soil incorporated herbicides with lasting residual effects such as eradican and atrazine.

E18.2.7 The Contractor shall inform the Contract Administrator of proposed source of topsoil to be supplied. The Contract Administrator reserves the right to reject topsoil not conforming with the requirements of this Specification.

E18.2.8 Chemical fertilizer with an N-P-K analysis of 1-2-1 ratio at a rate to provide 48kg actual Nitrogen, 96kg actual Phosphate and 48kg actual Potassium per hectare.

E18.3 Installation

E18.3.1 Subsoil shall be graded in accordance with Specification CW 3110 to eliminate uneven areas and low spots, ensuring positive drainage. Any soil contaminated by toxic materials shall be removed and disposed off site.

E18.3.2 All surface debris, roots, vegetation, branches and stones in excess of 50mm shall be removed.

E18.3.3 Grades on the area to receive topsoil which have been previously established in conformance with the Construction Drawings and/or other applicable specifications shall be maintained in a true and even grade.

E18.3.4 Topsoil shall not be placed until the subgrade has been inspected and approved by the Contract Administrator. The Contractor shall provide the Contract Administrator with a minimum of two (2) working days notice for subgrade inspection.

E18.3.5 The Contractor shall not place topsoil on areas that are to be sodded unless the Contract Administrator provides the Contractor with written approval or direction to proceed.

E18.3.6 Topsoil shall be spread with adequate moisture in uniform layers over the approved, unfrozen subgrade, where seeding or sodding is indicated.

E18.3.7 Topsoil shall be free of roots, grass, weeds, construction materials, debris, foreign non-organic objects and stones over 30mm in diameter.

E18.3.8 The topsoil mix shall be applied to a minimum of 75mm compacted depth for areas requiring sod.

E18.3.9 Topsoil shall be manually spread around trees, shrubs, and other obstacles.

E18.3.10 The Contractor shall provide the Contract Administrator with a report for each work site indicating the fertilizer formulation used, the rate of application and the date of application.

E18.3.11 Fertilizer shall be spread uniformly over the entire area of topsoil at a rate to provide 48kg actual Nitrogen, 96kg actual Phosphate and 48kg actual Potassium per hectare.

E18.3.12 Fertilizer shall be thoroughly mixed into the upper 75mm of topsoil prior to the commencement of sodding or seeding operations.

E18.3.13 The area shall be fine graded and the topsoil loosened. Eliminate rough spots and low areas to ensure positive drainage. Prepare a loose friable bed by means of cultivation and subsequent raking.

E18.3.14 Topsoil shall be rolled with 50kg roller, minimum 900mm wide, to consolidate it in areas to be seeded or sodded, leaving the surface smooth, uniform, firm against deep foot printing and to the satisfaction of the Contract Administrator.

E18.4 Clean Up

E18.4.1 All sidewalk, streets, approaches, driveways and properties near the Work Site shall be kept clean at all times by the Contractor.

E18.4.2 Upon completion of the project, the Contractor shall immediately remove all excess material and debris from the Work Site.

E18.5 Method of Measurement and Basis of Payment

E18.5.1 There shall be no separate measurement for the work associated with this Specification.

E18.5.2 Payment for work specified under this Specification is to be included with the price for Sodding.

E19. SODDING

E19.1 Description

E19.1.1 Further to CW 3510 this Specification shall cover the supply and placing of sod.

E19.1.2 The Contractor shall be responsible for the supply, safe storage and handling of all materials set forth in this Specification. All materials supplied under this Specification shall be subject to inspection and testing by the Contract Administrator. There shall be no charge to the Owner for any materials taken by the Contract Administrator for inspection and testing purposes.

E19.2 Materials

E19.2.1 Topsoil as per E18.

E19.2.2 Sod as per CW 3510.

E19.3 Samples

E19.3.1 Contractor to supply to Contract Administrator 1 sq.m of sod for approval 2 weeks prior to installation. Installation of sod is not to commence until approval is given.

E19.4 Installation

E19.4.1 Install topsoil as per E18.

E19.4.2 Install sod as per CW 3510.

E19.5 Maintenance Methods

E19.5.1 Sod to be maintained as per CW 3510.

E19.6 Method of Measurement

E19.6.1 Sodding will be measured on an area basis. The area to be paid for shall be the total number of square meters sodded and maintained in accordance with this Specification and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator.

E19.7 Basis of Payment

E19.7.1 Sodding will be paid for at the Contract Unit Price per square metre for 'Supply and Install sod and topsoil', measured as specified herein, which price shall be payment in full for completing all operations herein described and all other items incidental to the Work included in this Specification.

E20. WOOD BOLLARDS

E20.1 Description

E20.1.1 The Work of this section comprises the furnishing of all labour equipment and materials incidental and required to complete the supply and installation of wood bollards as shown on the drawings and hereinafter specified.

E20.2 Installation

E20.2.1 Wood bollards to be installed as per the drawings and City of Winnipeg standards.

E20.3 Method of Measurement

E20.3.1 Wood Bollards shall be measured on a per unit basis. The numbers to be paid shall be the total number of units installed in accordance with the Drawings and Specifications and as measured and accepted by the Contract Administrator.

E20.4 Basis of Payment

- E20.4.1 Supply and install wood bollards will be paid for at the Contract unit price for "Supply and install 200mm wood bollards" measured as specified herein, which price shall be payment in full for performing all operations herein described and all other items incidental to the Work included in this Specification.

E21. CONSTRUCTION OF LAND DRAINAGE SEWERS

E21.1 Description

- E21.1.1 The Work of this section comprises the furnishing of all labour equipment and materials incidental and required to complete the construction of the Land drainage Sewers as shown on the drawings and hereinafter specified.

E21.2 Construction

- E21.2.1 Contractor to replace existing catch basin with closed manhole cover (fill open holes in cover). Maintain existing rim elevation as shown on the drawing. Contractor to provide exact as built location from corner of existing building.
- E21.2.2 Lower height of existing catch basin to remain as shown on the drawings and in accordance with the Specifications.
- E21.2.3 Further to Specification CW 2030, CW 2130, and CW 2160 the Contractor shall supply and install catch basin including frame, cover, and connection to the existing LDS sewer as shown on the drawings and in accordance with the Specifications.
- E21.2.4 Catch basins shall be in accordance with SD-225 with modification as required for flow through catch basins.
- E21.2.5 All land drainage sewers shall be installed by coring below granular areas and within 1.5m of existing or proposed pavement or structures and as shown on the drawings.
- E21.2.6 All access shaft backfill in granular areas and within 1.5m of existing or proposed pavement shall be Class 2 Backfill compacted to 100% standard proctor density in maximum 150mm thick lifts. The Top section shall be constructed as shown on the Drawings and/or as directed by the Contract Administrator.

E21.3 Method of Measurement

- E21.3.1 Replace existing catch basin cover with closed manhole cover (fill open holes in cover) will be measured on a per unit basis and paid for in accordance with this Specification as computed from measurements made by the Contract Administrator.
- E21.3.2 Lower height of existing catch basin to remain will be measured on a per unit basis and paid for in accordance with this Specification as computed from measurements made by the Contract Administrator.
- E21.3.3 Supply and install catch basin will be measured on a per unit basis. The number of units to be paid for shall be the total number of units completed in accordance with this Specification and accepted to the Contract Administrator, as computed from measurements made by the Contract Administrator.
- E21.3.4 Supply and install 250mm dia. LDS pipe, Cored will be measured on linear metre basis. The total number of metres to be paid for shall be the total number removed in accordance with this Specification as computed from measurements made by the Contract Administrator.

E21.4 Basis of Payment

- E21.4.1 Replace existing catch basin cover with closed manhole cover (fill open holes in cover) will be paid for at the Contract per unit price, measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this Specification.

- E21.4.2 Lower height of existing catch basin to remain will be paid for at the Contract per unit price, measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this Specification.
- E21.4.3 Supply and install catch basin will be paid for on a per item basis, for "Supply and install catch basin including frame, cover and connections to LDS pipe", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this Specification.
- E21.4.4 Supply and install 250mm dia. LDS pipe, Cored will be paid for at the contract unit price per lineal metre as specified herein, which price shall be payment in full for performing all operations herein described and all other items incidental to the Work included in this Specification.

E22. VEHICLE ACCESS GATE

E22.1 Description

- E22.1.1 Further to CW 3550 this Specification will cover all work and materials required for the Supply and Installation of Vehicle Access Gate.

E22.2 Materials

- E22.2.1 Vehicle gate as per the drawings to be supplied by:
Wallace and Wallace Fencing
Winnipeg, MB
Contact: Larry Buhler
T: (204) 452-2700
F: (204) 284-1868

E22.3 Construction Methods

- E22.3.1 Contractor to layout all work for review and approval by Contract Administrator prior to construction.
- E22.3.2 Vehicle gate to be 8.5m wide by 1.2m high. Posts to be driven 1.2m into ground. Drop bar and locking assembly to be included with gate.
- E22.3.3 Contractor to install gate including all fittings and fasteners as per CW 3550 for height and gauge requirements

E22.4 Method of Measurement

- E22.4.1 Vehicle Gate will be measured on a per set basis. The number to be paid for shall be the total number of units installed in accordance with this Specification and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator.

E22.5 Basis of Payment

- E22.5.1 Vehicle gates will be paid for at the Contract Unit Price per set for "Supply and install 'farm style' aluminium tube vehicle access gate", measured as specified herein, which price shall be payment in full for completing all operations herein described and all other items incidental to the Work included in this Specification.

E23. SPORTS EQUIPMENT

E23.1 Description

- E23.1.1 The work of this section comprises the furnishing of all labour, equipment and materials required to complete the supply and installation of sports and play equipment as follows:

(a) One set of moveable soccer goals

E23.1.2 This work will not include the pre-installation Site preparation work or perimeter edging. However, co-ordination with staff and/or contractors carrying out these works shall be necessary.

E23.2 General

E23.2.1 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the work according to the drawings and specifications.

E23.3 Materials

E23.3.1 Sports Components

(a) Soccer field to have moveable soccer goal (1 set) Model SM-DM-2400-PC

E23.4 Source for Sports Equipment:

Crozier Agencies
#8-1865 Sargent Ave..
Winnipeg, MB R3H 0E4
Phone: (204) 774-6084
Fax: (204) 774-6099

E23.5 Install

E23.5.1 Contractor to install as per manufacturer's specifications.

E23.6 Method of Measurement

E23.6.1 Moveable soccer goal set will be measured on a per set basis. The number to be paid for shall be the total number of units in accordance with this Specification and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator.

E23.7 Basis of Payment

E23.7.1 Moveable soccer goal set will be paid for on a per set basis, measured as specified herein, which price shall be payment in full for completing all operations herein described and all other items incidental to the Work included in this Specification.