



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 388-2011**

**2010 ACTIVE TRANSPORTATION – INFRASTRUCTURE STIMULUS PROGRAM  
SILVER AVENUE, MORAY STREET AND SHERWIN RD MULTI-USE PATHS  
LANDSCAPE**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 2010 ACTIVE TRANSPORTATION – INFRASTRUCTURE STIMULUS PROGRAM SILVER AVENUE, MORAY STREET AND SHERWIN RD MULTI-USE PATHS LANDSCAPE

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 20, 2011.

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.

### **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 Division website 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 Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.2.3 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 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 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.

B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

## **B7. BID COMPONENTS**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid; and
  - (b) Form B: Prices
- 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 Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg, MB R3B 1J1
- B7.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B14.1(a).
- B7.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.8.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

## **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 should 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 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.
- B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **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 Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- 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 five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractors 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 Division website 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. OPENING OF BIDS AND RELEASE OF INFORMATION**

B11.1 Bids will not be opened publicly.

B11.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

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 Division website at <http://www.winnipeg.ca/matmgt/>

B11.4 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.

#### **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 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.
- 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 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 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 or acceptable deviation there from (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 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.
- 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 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.
- B14.4.2 Further to B14.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

#### **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, in accordance with B14.
- B15.3.1 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.
- B15.4 Notwithstanding C4, 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 C1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

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

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

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

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

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

D2.1 The Work to be done under the Contract shall consist of bollard installation, fence installation, tree planting and landscaping along Multi-Use Paths.

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

- (a) Supply and Installation of bollards
- (b) Supply and plant trees and shrubs
- (c) Supply and install of wood mulch
- (d) Supply and install sod
- (e) Boulder placement
- (f) Supply and install wooden parking fence
- (g) Supply and install chain link fence with side canopy
- (h) Supply and install chain link fence
- (i) Modification of existing chain link fence
- (j) Supply and install Ameristar fence

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

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

Craig Rowbotham, P.Eng.

Project Manager

3<sup>rd</sup> Floor – 865 Waverley Street

Winnipeg, MB, R3T 5P4

Telephone No. (204) 896-1209

Facsimile No. (204) 896-0754

D3.2 At the pre-construction meeting, Craig Rowbotham, P.Eng. 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 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg  
Chief Financial Officer

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  
Legal Services Department  
Attn: City Solicitor  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1

Facsimile No.: (204) 947-9155

## **D6. FURNISHING OF DOCUMENTS**

Upon award of the Contract, the Contractor will provide 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 Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

### **D9. INSURANCE**

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

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed

operations, to remain in place at all times during the performance of the Work and throughout the warranty period;

- (b) 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 Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.

D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

#### **D10. PERFORMANCE SECURITY**

D10.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

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

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

#### **D11. SUBCONTRACTOR LIST**

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

#### **SCHEDULE OF WORK**

##### **D12. COMMENCEMENT**

D12.1 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.

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 C6.14;
  - (iii) the Safe Work Plan specified in D8;
  - (iv) evidence of the insurance specified in D9;
  - (v) the performance security specified in D10; and
  - (vi) the subcontractor list specified in D11
- (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.
- (c) the Contractor has provided a written schedule of work outlining dates and duties to be performed.

D12.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

#### **D13. RESTRICTED WORK HOURS**

D13.1 Further to clause 3.10 of CW 1130, the Contractor shall require written permission forty-eight (48) hours in advance from the Contract Administrator for any work to be performed between 2000 hours and 0700 hours, or on Saturdays, Sundays, Statutory Holidays and or Civic Holidays.

#### **D14. WORK BY OTHERS**

D14.1 Works by others on or near the site will include but not necessarily be limited to:

- (a) Maple Leaf – Construction of Asphalt Multi-Use Path

#### **D15. SUBSTANTIAL PERFORMANCE**

D15.1 The Contractor shall achieve Substantial Performance within twenty (20) consecutive Working Days of the commencement of the Work as specified in D12.

D15.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D15.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

#### **D16. TOTAL PERFORMANCE**

D16.1 The Contractor shall achieve Total Performance within twenty-five (25) consecutive Working Days of the commencement of the Work as specified in D12.

D16.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D16.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

## **D17. LIQUIDATED DAMAGES**

- D17.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City one thousand dollars (\$1,000) per Calendar Day for each and every Calendar Day following the day fixed herein for Substantial Performance during which such failure continues.
- D17.2 The amount specified for liquidated damages in D17.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D17.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **D18. SCHEDULED MAINTENANCE**

- D18.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Trees as specified in E19 of this document;
  - (b) Shrubs as specified in E19 of this document;
  - (c) Sodding as specified in CW 3510-R9.
- D18.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

## **CONTROL OF WORK**

### **D19. JOB MEETINGS**

- D19.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D19.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

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

- D20.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

## **WARRANTY**

### **D21. WARRANTY**

- D21.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for there under.



- D21.1.1 For the purpose of Performance Security, the warranty period shall be one (1) year.
- D21.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.
- D21.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

**FORM H1: PERFORMANCE BOND**  
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

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

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

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

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

BID OPPORTUNITY NO. 388-2011

2010 ACTIVE TRANSPORTATION – INFRASTRUCTURE STIMULUS PROGRAM SILVER AVENUE,  
MORAY STREET AND SHERWIN RD MULTI-USE PATHS LANDSCAPE

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

**SIGNED AND SEALED**  
in the presence of:

\_\_\_\_\_  
(Witness as to Principal if no seal)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)**  
(See D10)

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

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 388-2011  
2010 ACTIVE TRANSPORTATION – INFRASTRUCTURE STIMULUS PROGRAM SILVER  
AVENUE, MORAY STREET AND SHERWIN RD MULTI-USE PATHS LANDSCAPE

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 Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
	Table of Contents
CW 1110	General Instructions
CW 1120	Existing Services, Utilities and Structures
CW 1130	Site Requirements
CW 3110	Sub-Grade, Sub-Base and Base Course Construction
CW 3130	Supply and Installation of Geotextile Fabrics
CW 3510	Sodding
CW 3540	Topsoil and Finish Grading for Establishment of Turf Areas
CW 3550	Chain Link Fencing
CW 3615	Riprap

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (original) Sheet Size</u>
	COVER SHEET	
L101	SILVER AVE. - STURGEON RD. TO MATCH LINE 1	594mm x 841mm
L102	SILVER AVE. – MATCH LINE 1 TO MATCH LINE 2	594mm x 841mm
L103	SILVER AVE. – MATCH LINE 2 TO MATCH LINE 3	594mm x 841mm
L104	SILVER AVE. – MATCH LINE 3 TO MATCH LINE 4	594mm x 841mm
L105	SILVER AVE. – MATCH LINE 4 TO MATCH LINE 5	594mm x 841mm
L106	SILVER AVE. – MATCH LINE 5 TO MATCH LINE 7	594mm x 841mm
L107	SILVER AVE. – MATCH LINE 7 TO MATCH LINE 9	594mm x 841mm
L108	SILVER AVE. – MATCH LINE 9 TO MATCH LINE 10	594mm x 841mm
L109	SILVER AVE. – MATCH LINE 10 TO MATCH LINE 11	594mm x 841mm
L110	SILVER AVE. – MATCH LINE 11 TO MATCH LINE 12	594mm x 841mm
L111	SILVER AVE. – MATCH LINE 10 TO FERRY RD	594mm x 841mm
L112	SHERWIN RD - SASKATCHEWAN AVE. TO MATCH LINE 2	594mm x 841mm
L113	SHERWIN RD – MATCH LINE 2 TO NOTRE DAME AVE.	594mm x 841mm
L114	MORAY ST.	594mm x 841mm
L115	DETAILS	594mm x 841mm

#### E2. PRE-CONSTRUCTION MEETING

- E2.1 The Contractor shall not begin the Work under this Contract until a pre-construction meeting has been held between the Site Works Contractor, the City of Winnipeg, and the Contract Administrator.

### **E3. SITE ACCESS**

- E3.1 Access to the Site as required by the Contractor shall be provided, maintained and coordinated with other activities on site by the Contractor at his own expense and approved by the Contract Administrator.
- E3.2 The Contractor's operation 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 public or private property. Damage to areas beyond the marked routes shall be repaired by and at the expense of the Contractor to the satisfaction of the Contract Administrator.

### **E4. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT**

- E4.1 Further to CW 1130-R2, 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. 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.
- E4.2 Ambulance/ Emergency vehicle access must be maintained at all times.
- E4.3 Contractor to ensure safe passage of pedestrians and cyclists on the Multi-Use-Path during construction. Control measures for safe passage are to be identified in the Safe Work Plan submission D8.

### **E5. SITE CONDITION**

- E5.1 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.
- E5.2 No responsibility will be assumed by the City for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface; the City shall not be liable for the incorrectness and inadequacy thereof. 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. 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.
- E5.3 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.

### **E6. PROTECTION OF EXISTING TREES**

- E6.1 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. Protective fencing around these areas is required.
  - (b) Trees within and immediately adjacent to proposed construction and those identified to be at risk by the Contract Administrator are to be strapped with 25 x 100 x 2400 mm wood planks, or suitably protected as approved by the Contract Administrator. Do not use nails or other fasteners that penetrate the tree trunk. The width and length of strapping may be reduced to suit the tree being protected as approved by the Contract Administrator.
  - (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches) where 1 inch diameter equals 1 foot measured from the outside edge of the trunk of the tree at 6



inches above grade. 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 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.
- (f) Repair, replace and maintain tree protection materials during construction until the Project completion.
- (g) Carefully remove safety fencing and strapping material without harming the tree as soon as the construction and restoration Work is complete.

E6.2 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.

E6.3 No separate measurement or payment will be made for the protection of existing structures, trees and property.

## **E7. EXISTING SERVICES AND UTILITIES**

E7.1 This Specification shall amend and supplement CW 1120-R1.

E7.2 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, boulevards, light standards, hydro poles, fences, fire hydrants, culverts, 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. 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.

E7.3 The Contractor's attention is drawn to the existing underground lines or services that may be located in the area of the Work.

E7.4 The Contractor shall take all necessary precautions when performing the Work to ensure that no damage is done to these existing services.

E7.5 No responsibility will be assumed by the City for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface; the City shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.

E7.6 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.

E7.7 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.

E7.8 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.

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

E8.1 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.

E8.2 Further to C:6.26 (g), at least 72 hours prior to the commencement of the On-Site Work the Contractor shall contact the City of Winnipeg, Geomatics Services Branch at 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.

E8.3 Where a survey post, bar or control monument lies in the line of the proposed Work and must be disturbed, the Contractor shall provide the Contract Administrator with 48 hours notice to permit referencing for future replacement, at no cost to the Contractor. Failure to provide the specified notice shall result in the Contractor paying for all costs associated with replacing or relocating the disturbed outline survey monuments and geodetic control monuments.

E8.4 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.

E8.5 Where possible, amounts owed to the City in accordance with the above will be deducted from any payments to be made by the City to the Contractor.

## **E9. STAKES AND MARKS**

E9.1 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 the Contract Administrator. The Contractor shall make the completed Works conform to the lines and marks thus approved and indicated.

E9.2 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.

E9.3 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.

E9.4 The Contractor shall determine and provide all dimensions and elevations measured from the stakes or marks.

E9.5 The Contract Administrator shall be advised of the staking of the play area layout at least twenty-four (24) hours in advance in order that the layout may be inspected and adjusted as required prior to construction. 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 removing and reinstalling the timbers to suit the play equipment layout.

#### **E10. SITE ENCLOSURES**

- E10.1 Temporary Site enclosures, as determined necessary at the pre-construction meeting, shall be erected and maintained as required for the duration of the construction period.
- E10.2 Site enclosures shall be considered incidental to the Contract Work.

#### **E11. PRODUCT APPROVALS**

- E11.1 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.
- E11.2 The Contractor shall only use material which has been approved by Contract Administrator or designate. The list shall provide the product, the manufacturer and the supplier.
- E11.3 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.
- E11.4 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.

#### **SITE DEVELOPMENT**

##### **E12. MATCHING EXISTING GRADES**

- E12.1 Description
  - E12.1.1 General
    - (a) Referenced Standard Construction Specification
      - (i) CW 3510-R9 Sodding
- E12.2 Whenever the proposed paving or 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.

##### **E13. BOULDER PLACEMENT**

- E13.1 Description
  - E13.1.1 General
    - (a) Referenced Standard Construction Specification
      - (i) CW 3130-R2 Supply and Installation of Geotextile Fabrics
      - (ii) CW 3540-R5 Topsoil and Finish Grading for Establishment of Turf Areas
- E13.2 Materials
  - E13.2.1 Boulders collected from existing site pile immediately adjacent to location for final installation will be used.
  - E13.2.2 Contractor to submit product sample of commercial grade weed barrier fabric to be used below boulder placement for approval by Contract Administrator.

E13.2.3 Base material shall be existing in situ material re-graded and shaped to meet design grades. Additional material required shall be topsoil in accordance with CW 3540-R5.

### E13.3 Construction Methods

E13.3.1 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work as shown on the Drawings and as hereinafter specified, including, but not necessarily confined to the following:

(a) Installation of Boulders and filter fabric on planting bed as indicated on the Drawings.

E13.3.2 The Contractor shall level the existing site to the required design grades, install planting as per Specifications, and lay weed barrier landscape fabric as per manufacturers specifications prior to laying boulders in place.

E13.3.3 Boulder locations are to be installed as a traffic barrier. Locations to be directed by the Contract Administrator.

E13.3.4 The Contractor shall be responsible for the re-grading, re-sodding and making clean of the boulder stock pile on site, to the approval of the Contract Administrator.

### E13.4 Measurement and Payment

E13.4.1 Boulder Placement will be measured and paid for at the Contract Lump Sum Price for "Boulder Placement" 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.

## E14. BOLLARDS

### E14.1 Description

E14.1.1 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work as shown on the Drawings and as hereinafter specified, including, but not necessarily confined to the following:

(a) Supply and Installation of Bollards

E14.1.2 The Contractor shall be responsible for the supply, safe storage and handling of all miscellaneous metal materials as set forth in this Specification.

### E14.2 Materials

E14.2.1 All materials supplied under this Specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.

E14.2.2 BOLLARDS - The Contractor shall supply and install riverfront parkway bollard timbers (8"(in) x 10"(in) x 8'(ft) in accordance with the requirements hereinafter specified.

(a) the (uprights) shall be 8" (in) x 10" (in) x 8' (ft) timbers, S4S, square edge to CSA 080, pressure treated pine or fir to National Lumber Grades Authority standard grading rules, all kiln dried to a maximum moisture content of 19%;

(b) detailing shall be ¼" (in) radius on all exposed edges except on reveille and top peak, 1" (in) dado reveille 4" (in) from top of timber on all four sides, peaked 1" (in) relief on top of timber, equal distant front and back;

(c) the colour finish shall be a solid colour deck & siding stain (Flood # 303 Slate Blue) or an approved alternate;

(d) all timber bollards shall be free of defects, warping, checked or bent materials as they will be rejected;

- (e) the timber bollards shall be identified by an official grade mark, continuing symbol of grading agency, mill number or name, grade of lumber, species or species grouping or combination designation, rules under which grade and conditions of seasoning at time of manufacture.

#### E14.3 Construction Methods

##### E14.3.1 General

- (a) New bollard installation as per detail in Contract Drawings, and including the following steps:
  - (i) Sawcut and remove asphalt;
  - (ii) Excavate to required depth for geotextile fabric, granular fill and bollard;
  - (iii) Line area with geotextile fabric, place bollards centered in excavated area;
  - (iv) Install compact granular fill to achieve required Proctor densities for sidewalk; and
  - (v) Ensure bollards are set plum prior to installation of surfacing.
- (b) Contractor shall repair any damage done during construction.

#### E14.4 Measurement and Payment

- E14.4.1 Bollard placement and related activities will be measured and paid for at the Contract Unit Price for "Bollards", 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.

### **E15. AMERISTAR ECHELON II MAJESTIC FENCE**

#### E15.1 Description

##### E15.1.1 General

- (a) Referenced Standard Construction Specification
  - (i) CW 3550-R2 Chain Link Fencing

#### E15.2 Materials

##### E15.2.1 General

- (a) All new industrial ornamental aluminum fence system shall conform to Ameristar Echelon II (item # 2AM B30466) Majestic style manufactured by Ameristar Fence Products, Inc.;
- (b) Available from:
  - Wallace & Wallace
  - 90 Lowson Crescent
  - Winnipeg, MB, R3P 2H8
  - Attention: Kori Buhler
  - Ph: 204 452-2700
  - Fax: 204 284-1868

#### E15.3 Construction Methods

##### E15.3.1 General

- (a) New fence construction as per detail in Contract Drawings;
- (b) Install fence in accordance with the Manufacturer's Installation Manual (available from manufacturer);
- (c) Contractor shall repair any damage done during construction.

#### E15.4 Measurement and Payment

- E15.4.1 Fencing will be measured and paid for at the Contract Unit Price per meter for “Ameristar Echelon II Majestic Fence” 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.

## **E16. CHAIN LINK FENCE WITH SIDE CANOPY**

### **E16.1 Description**

#### **E16.1.1 General**

- (a) Referenced Standard Construction Specification
  - (i) CW 3550-R2 Chain Link Fencing

### **E16.2 Materials**

#### **E16.2.1 General**

- (a) This Specification covers the installation of chain link fencing which comes in the following configuration:
  - (i) A 3.66 m chain link fence having a 2.44 m vertical section and a 1.22 m angled extension, with a pipe length of 3.81 m and a pipe diameter (outside) of 60.3 mm.
- (b) All new materials as per CW 3550-R2;
- (c) CW 3550-R2 will be followed with the exception of the 3.66 m angled fence configuration as delineated in the detailed drawings and;
- (d) All fabric will be 9 gauge, with an inner core 11 gauge steel mesh. The mesh will be wire woven into a uniform 25.4 mm or 1” diamond patterned mesh. Fabric need not be zinc coated;
- (e)
- (f) A galvanized backdrop canopy angle shall join the vertical and angled section of fence and shall be welded to each post.

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

#### **E16.3.1 General**

- (a) New fence construction as per detail in Contract Drawings and as per CW 3550-R2;
- (b) Contractor shall repair any damage done during construction.

### **E16.4 Measurement and Payment**

- E16.4.1 Fencing will be measured and paid for at the Contract Unit Price per metre for “Chain Link Fence with Side Canopy” 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.

## **E17. CHAIN LINK FENCE MODIFICATION**

### **E17.1 Description**

#### **E17.1.1 General**

- (a) Referenced Standard Construction Specification
  - (i) CW 3550-R2 Chain Link Fencing

### **E17.2 Materials**

#### **E17.2.1 General**

- (a) This Specification covers the modification of an existing chain link fence to meet the following configurations:
  - (i) 3.0 m chain link fence with a 0.3 m overhang containing three (3) strands of 12 gauge barbed wire, spaced 15 cm apart, using and matching existing pipe diameter.
- (b) All fabric will be 9 gauge wire mesh, having openings not larger than 5 cm, must be supported by metal posts and braces on the interior, and the interior side of the fence should be painted with a dark non-glare paint.
- (c) A metal overhang or outrigger angled at a 45 degrees shall be securely fixed to the vertical section of the fence, and contain three (3) strands of 12 gauge barbed wire, spaced 15 cm apart.

### E17.3 Construction Methods

#### E17.3.1 General

- (a) Fence extension as per detail in Contract Drawings;
- (b) Contractor shall repair any damage done during construction.
- (c) When the fence passes over soil surfaces, it must be anchored by buying the lower 30 cm of fabric in the soil.

### E17.4 Measurement and Payment

- E17.4.1 Fencing will be measured and paid for at the Contract Unit Price per metre for "Chain Link Fence Modification" 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.

## **E18. WOODEN PARKING FENCE**

### E18.1 Description

#### E18.1.1 General

- (a) Referenced Standard Construction Specification
  - (i) CW 3550-R2 Chain Link Fencing

### E18.2 Materials

#### E18.2.1 General

- (a) This Specification covers the installation of a wooden parking fence to meet the following configurations:
  - (i) 38 mm x 235 mm pressure treated cedar boards attached to 140 mm x 140 mm pressure treated cedar posts with stainless steel screws, to matching height of existing wooden park fence.
- (b) All new materials.

### E18.3 Construction Methods

#### E18.3.1 General

- (a) New fence construction as per detail in Contract Drawings;
- (b) Contractor shall repair any damage done during construction;
- (c) All wood cut ends shall be treated.
- (d) Excavate to required depth for geotextile fabric, granular fill and pressure treated cedar posts, Line area with geotextile fabric, place pressure treated cedar posts centered in excavated area, Install compact granular fill to achieve required Proctor densities. Ensure bollards are set plum prior to installation of surfacing.

- (e) Contractor shall repair any damage done during construction.

#### E18.4 Measurement and Payment

- E18.4.1 Fencing will be measured and paid for at the Contract Unit Price per metre for "Wooden Parking Fence" 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.

### **E19. PLANTING – TREES AND SHRUBS**

#### E19.1 Description

- (a) This Specification shall cover the supply and installation of trees and shrubs.
- (b) The work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, miscellaneous materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all work as hereinafter specified.

#### E19.1.1 Source Quality Control

- (a) All plant material shall be randomly inspected at the source upon request of the Contract Administrator.
- (b) Trees are to be grown in nurseries under proper cultural practices as recommended by the Canadian Nursery Trade Association.
- (c) Only those trees will be accepted which have been grown for at least the four (4) previous years in local Manitoba nurseries located in an Agricultural Canada Plant Hardiness Zone designation of 2(a or b) or 3(a or b), and within a 250 kilometres radius of Winnipeg. Trees that have grown in plant hardiness zones 1 and 4 or greater will be rejected.

#### E19.1.2 Warranty and Maintenance

- (a) The Contractor shall maintain and guarantee the Work against any and all defects or deficiencies resulting from insect infestation, disease and mechanical damage due to improper handling, installation or maintenance, for a period of two (2) years from the date of the Certificate of Total Performance. Nursery stock damaged by vandalism or reasons beyond the control of the Contractor once installed shall be replaced by the City.
- (b) End-of-Warranty inspection will be conducted by the Contract Administrator with representation by the City.
- (c) The Contract Administrator reserves the right to request material replacement or extend the Contractor's responsibilities for an additional one (1) year if, at the end of the Warranty Period, leaf development and growth are not sufficient to ensure future survival of the tree or shrub.

#### E19.1.3 Replacements

- (a) During the Maintenance Period, the Contractor shall remove from Site any plant material that has died or failed to grow satisfactorily as determined by the Contract Administrator and replace as per Specifications within a maximum thirty-day period from notification.
- (b) Defective plants shall be replaced within three (3) days of notification to the Contractor.
- (c) The Contractor shall extend the Warranty on replacement tree for a period equal to the original Warranty Period.
- (d) The Contractor shall continue such replacement, Maintenance and Warranty until tree is acceptable.

#### E19.2 Materials



#### E19.2.1 Planting Soil

- (a) Planting Soil shall consist of black top soil, a fertile friable natural loam containing by volume not less than 4% and no more than 25% of organic matter for clay loams, and not less than 2% and no more than 25% for sandy loams, with an acidity value ranging from pH 6.0 to 8.0 and capable of sustaining vigorous plant growth. Topsoil is to be free of any mixture of subsoil, clay lumps and free of stones and other extraneous matter. It is not to contain couch or crab grass rhizomes.

#### E19.2.2 Mulch

- (a) Mulch shall be locally available clean bark or wood chip mulch free of leaves, branches and other extraneous matter. The recommended mulch shall consist of chips not less than 15mm not larger than 75mm in size and not more than 20mm thick.

#### E19.2.3 Miscellaneous Materials

- (a) Water shall be potable and free of minerals which may be detrimental to plant growth.
- (b) Stakes shall be metal T-Bar, steel, 40x40x5x2440mm.
- (c) Guying Wire shall be 3mm diameter multi-strand galvanized steel cable.
- (d) Guying Collar shall be plastic tube, 13mm diameter, nylon reinforced.
- (e) Trunk Protection shall be plastic perforated spiraled strip.
- (f) Fertilizer shall be a slow release formulation of low nitrogen and high phosphorus e.g. 10-50-12. Apply quantities at rates stated by product manufacturer.
- (g) Root Ball Burlap shall be 150 g Hessian burlap, biodegradable.
- (h) Wire Baskets shall be horticultural accepted product designed to carry the weight and to contain a burlap-covered root ball. Minimum diameter basket size is to conform to the same minimum diameter of the tree root ball for the respective minimum tree caliper sizes.
- (i) Anti-desiccant shall be wax-like emulsion to provide film over plant surfaces reducing evaporation but permeable enough to permit transpiration.
- (j) Wound dressing shall be horticultural accepted non-toxic, non-hardening emulsion.

#### E19.2.4 Plant Material

- (a) All nursery stock supplied shall be Canadian Prairie nursery grown, and of species and sizes indicated in the plant list on the drawings. Its quality shall be in accordance with the "Guide Specification for Nursery Stock of the Canadian Nursery Trades Association".
- (b) Any nursery stock dug from native stands, wood lots, orchards, or neglected nurseries and which have not received proper cultural maintenance as advocated by the Canadian Nursery Trades Association shall be designated as "collected plants". The use of "collected plants" will not be permitted unless specified below. Nomenclature of specified nursery stock shall conform to the International Code of Nomenclature for Cultivated Plants and shall be in accordance with the approved scientific names given in the latest edition of Standardized Plant Names. The names of varieties not named therein are generally in conformity with the names accepted in the nursery trade.
- (c) All trees are to be supplied in accordance with the Work of this Contract and shall be inspected by the Contract Administrator at the nursery site. At the time of inspection, the Contractor shall permanently tag a suitable branch of each tree with a distinct code clearly indicating that the City of Winnipeg will be the intended recipient of that tree. The tag and code must be approved at least two (2) weeks in advance of their use by the Contract Administrator.
- (d) The tag must be kept on the tree at the time of planting, and removed only when authorized in writing by the Contract Administrator. The Contract Administrator will

reject each and every tree that has not been delivered with its tag intact at the planting site.

- (e) Each tag will identify the species of the tree and its caliper at the time in which the tag is placed permanently on the tree. All trees tagging operation shall be conducted after Award of Contract to the Bidder. The use of trees requiring treatments as ordered by Agriculture Canada is prohibited.
- (f) Plants larger than specified may be used if approved by the Contract Administrator. The use of such plants shall not increase the contract price.
- (g) All nursery stock shall be measured when the branches are in their normal position. Height and spread dimensions specified refer to the main body of the plant and not from branch tip to root base or from branch tip to branch tip. Where trees are measured by caliper (cal), reference is made to the diameter of the trunk measured 300mm above ground as the tree stands in the nursery.
- (h) All nursery stock shall be well branched, densely foliated when in leaf, true to type, structurally sound, possess a well developed, undamaged root system and shall be free of disease, insect infestations, rodent damage, sun scald, frost cracks, and other abrasions or scars to the bark. All parts of the nursery stock shall be moist and show live, green cambium when cut. All trees shall have one (1) sturdy, reasonably straight and vertical trunk and a well-balanced crown with fully developed leader. At least one (1) plant of each variety supplied shall bear a tag showing both the botanical and common name of the plant.
- (i) Trees are to have been root pruned regularly, but not later than one growing season prior to arrival on Site. The Contractor may be required to furnish documentation to the City of Winnipeg on his root-pruning program. Trees in excess of 75 mm caliper are to have been half root pruned during each of two successive growing seasons, the latter at least, one growing season prior to arrival on Site.

#### E19.2.5 Tree Quantity and Size

- (a) Trees are to be planted at the quantities and calipers listed on the Plant List. Any variation from the specified quantity is to be clearly identified on the Schedule of Prices. Any variations to species, size or caliper of specified trees will require a request for approval from the Contract Administrator.
- (b) Any changes in planting locations shall be determined on-site by the Contract Administrator.
- (c) Trees are to conform to the measurements specified in the Plant List, except that trees larger than specified may be used if approved by the Contract Administrator.
- (d) Trees are to be measured when the branches are in their normal position. Height dimensions specified are to refer to the main body of the tree and not from branch tip to root base. Where trees have been measured by caliper or diameter, reference is to be made to the diameter of the trunk measured 300 mm above the ground as the tree stands in the nursery prior to lifting. Caliper of tree shall be appropriately designed on a permanently fixed tag on one of the branches.

#### E19.2.6 Shipment and Pre-Planting Care

- (a) Shipment of trees and the excavation of holes shall be coordinated to ensure minimum time lapse between digging and planting.
- (b) Branches of trees shall be tied securely, and trees shall be protected against abrasion, exposure and extreme temperature change during transit. Avoid binding of trees with rope or wire which would damage bark, break branches or destroy natural shape of tree. Give full support to root ball of trees during lifting.
- (c) Tree foliage shall be covered with a tarpaulin, and bare roots shall be protected by means of dampened straw, peat moss, saw dust or other acceptable material to prevent loss of moisture during transit and storage.

- (d) Broken and damaged roots shall be removed with sharp pruning shears. Make clean cuts, and cover cuts over 10 mm diameter with a tree wound dressing.
- (e) Roots shall be kept moist and protected from sun and wind. Heel-in trees, which cannot be planted immediately in shaded areas, and water well.

### E19.3 Construction Methods

#### E19.3.1 Workmanship

- (a) Location of trees shall be staked out or painted on Site by the Contractor. Locations shall be approved by the Contract Administrator prior to installation.
- (b) Anti-desiccant shall be applied in accordance with material manufacturer's instructions with prior approval of the Contract Administrator.
- (c) Coordinate operations. Keep Site clean and planting holes drained. Immediately remove soil or debris spilled onto street pavement, grass or sidewalk.

#### E19.3.2 Planting Time

- (a) Deciduous trees shall be planted during dormant period before buds have broken. Trees noted for spring planting only, must be planted in dormant period.
- (b) When permission has been obtained from the Contract Administrator to plant deciduous trees after buds have broken, plants shall be sprayed with anti-desiccant to slow down transpiration prior to transplanting.
- (c) Plant only under conditions that are conducive to health and physical conditions of trees.
- (d) Provide planting schedule to Contract Administrator. Extending planting operations over long period using limited crew will not be accepted.
- (e) The Contractor must obtain all above and belowground clearances from all the utilities as well as the appropriate District Operations Branch in a timely manner so as not to jeopardize the schedule of the complete tree-planting Contract.

#### E19.3.3 Excavation of Tree Pits

- (a) Excavation of planting pits shall be located as indicated by stakes or paint marks.
- (b) The Contractor must not commence excavation of any tree pits until the full extent of all buried utilities and services are located and protected.
- (c) The Contractor shall hand excavate all tree pits located over underground utility lines. Tree wells not located over underground utilities may be machine excavated. Tree wells shall be excavated with vertical sides to the full width of the surface area. as shown on the drawings. All excavated material shall be disposed of off site.

#### E19.3.4 Planting of Nursery Stock

- (a) Each balled specimen shall be handled with great care so that the root balls shall not be broken. Burlap shall be folded back only at the top and sides.
- (b) Broken root balls or balls consisting of loose soil shall not be accepted and shall be replaced. Broken roots of deciduous stock shall be pruned back prior to planting.
- (c) Where the root ball of plant material is enclosed in wire baskets, the wire baskets shall be removed from the root ball once the tree has been located properly in the pit. Removal shall be by a min. of 4 vertical cuts equally spaced around the baskets without damaging the rootball. Cutting of the 2 lowest horizontal strands of the wire basket before placing the tree in the pit is acceptable provided that the bottom of the root ball will remain intact.

#### E19.3.5 Planting Procedure

- (a) With balled and burlapped root balls and root balls in wire baskets, burlap shall be loosened and cut away from the top 1/3 without disturbing root ball. Burlap or rope

shall not be pulled from under root ball. Non-biodegradable wrapping shall be removed.

- (b) After inserting the tree and tamping the root system with topsoil in layer of 150 mm, water shall be poured in until the pit is thoroughly soaked. Filling of the hole shall then be completed and the fill-in soil shall be packed firmly around the roots, leaving a concave surface for convenient watering. After filling, the planting shall be watered at frequent intervals. No tree pit shall be left open at the end of the Contractor's Work Day.
- (c) Each tree is to have an earth saucer at its base having a diameter as large as the excavation with a 10 cm lip formed at the perimeter of the saucer to retain water.
- (d) Planting shall be done during periods suitable to weather conditions and locally accepted practice. All nursery stock shall be set plumb in the centre of pits and at levels as shown on the planting details after settlement has taken place.
- (e) Nursery stock shall be faced to give the best appearance or relationship to adjacent structure and to the approval of the Contract Administrator. Trees shall be placed equal to depth they were originally growing in nursery.

#### E19.3.6 Fertilizing

- (a) When planting is completed, surface of planting saucer shall be fertilized, meeting the requirements of Specification. Fertilizer shall be mixed thoroughly with top layer of planting soil and watered in well.

#### E19.3.7 Pruning

- (a) All deciduous trees shall be pruned immediately after planting. The amount of pruning shall be limited to the minimum necessary to remove dead or injured branches and to compensate for the loss of roots as a result of transplanting operations. Pruning shall be done in such a manner as to preserve the natural character of the plants. Leaders shall not be removed. Only clean, sharp tools shall be used. All cuts shall be clean and flush, leaving no stubs. Cuts, bruises or scars on the bark shall be traced back to living tissue and removed. The affected areas shall be shaped so as not to retain water and all cuts of more than 25 mm (1") in diameter shall be painted within approved tree paint.

#### E19.3.8 Watering

- (a) Trees shall be watered during the planting procedure as described previously, and once a week thereafter, or more frequently if required.
- (b) A complete record shall be kept of each series of waterings for all planted trees, noting: 1) location, and 2) date of watering. This record shall be sent bi-weekly to the Contract Administrator – Fax: (204) 927-3443.
- (c) Forty (40) litres of water per 25 mm calliper per application shall be applied using deep root feeder or low/pressure nozzle and hose. The water stream shall not gouge out a hole in the soil and mulch.

#### E19.3.9 Staking

- (a) All trees shall be staked and tied in accordance with the Drawings.

### E19.4 Measurement and Payment

E19.4.1 Trees and shrubs will be measured and paid for at the Contract Unit Price the "Items of Work" listed below 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.

- (a) Items of Work:
  - (i) American Elm
  - (ii) Green Ash

- (iii) Silver Maple
- (iv) Peach Leaf Willow
- (v) Trembling Aspen
- (vi) Ivory Silk Japanese Tree Lilac
- (vii) Golden Eclipse Tree Lilac
- (viii) Snowberry