



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 405-2015

ASSINIBOINE FOREST POND OVERLOOK

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	1
B6. Addenda	2
B7. Substitutes	2
B8. Bid Components	3
B9. Bid	4
B10. Prices	4
B11. Disclosure	5
B12. Qualification	5
B13. Opening of Bids and Release of Information	6
B14. Irrevocable Bid	6
B15. Withdrawal of Bids	6
B16. Evaluation of Bids	7
B17. Award of Contract	7

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Contract Administrator	1
D4. Contractor's Supervisor	1
D5. Ownership of Information, Confidentiality and Non Disclosure	1
D6. Notices	2

Submissions

D7. Authority to Carry on Business	2
D8. Safe Work Plan	2
D9. Insurance	3
D10. Performance Security	3
D11. Subcontractor List	3
D12. Equipment List	4
D13. Detailed Work Schedule	4

Schedule of Work

D14. Commencement	4
D15. Substantial Performance	5
D16. Total Performance	5
D17. Liquidated Damages	5

Control of Work

D18. Job Meetings	6
D19. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	6
D20. The Workplace Safety and Health Act (Manitoba) – Qualifications	6

Measurement and Payment

D21. Invoices	6
D22. Payment	7

Warranty

D23. Warranty	7
Form H1: Performance Bond	8
Form H2: Irrevocable Standby Letter of Credit	10
Form J: Subcontractor List	12
Form K: Equipment	13

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Soils Investigation Report	1
E3. Hazardous Materials	1
E4. Sitework Demolition and Removals	1
E5. Layout of Work	3
E6. Sub-grade, Sub-Base and Base Course Construction	3
E7. Site Carpentry	4
E8. Asphaltic Concrete Paving Works	5
E9. Planting Medium	6
E10. Wood Chip Path	8
E11. Site Furniture	8
E12. Shade Structure	9

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 ASSINIBOINE FOREST POND OVERLOOK

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 26, 2015.

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. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 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/>
- B6.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.2.3 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.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.

- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B16.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B7.10 Notwithstanding B7.2 to B7.9, and in accordance with B8.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B16.1(a).

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B8.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg, MB R3B 1J1
- B8.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B8.6 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.7 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 B16.1(a).
- B8.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204 949-1178.

B8.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B8.8.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B9. BID

B9.1 The Bidder shall complete Form A: Bid, making all required entries.

B9.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B9.4 Paragraph 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/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B9.4.2 All signatures shall be original.

B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. DISCLOSURE

B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are:

- (a) Abacus Constructors
- (b) WoodAnchor Inc.
- (c) Milestone Project Management

B12. QUALIFICATION

B12.1 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.

B12.2 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>

B12.3 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);

B12.4 Further to B12.3(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 copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (c) 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/>).

B12.5 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.

B12.6 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.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 Bids will not be opened publicly.

B13.2 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>

B13.3 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/>

B13.4 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.

B14. IRREVOCABLE BID

B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B14.2 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.

B15. WITHDRAWAL OF BIDS

B15.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B15.1.1 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.

B15.1.2 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.

B15.1.3 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 B15.1.3(b), declare the Bid withdrawn.

B15.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B14.2 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.

B16. EVALUATION OF BIDS

B16.1 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 B12 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

B16.2 Further to B16.1(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.

B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

B16.4 Further to B16.1(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.

B16.4.1 Further to B16.1(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.

B17. AWARD OF CONTRACT

B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B17.2 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.

B17.2.1 Without limiting the generality of B17.2, 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.

B17.3 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 B16.

B17.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

B17.4 Notwithstanding C4, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B17.5 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
- 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 demolition and removal of all existing hard and soft landscaping on the existing Assiniboine Forest Pond Overlook and the installation of new hard and soft landscaping.

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

- (a) Demolition of wood retaining wall and granular paving
- (b) Installation of new asphalt paving
- (c) Installation of new pressure treated wood decking
- (d) Installation of new timber site furnishings
- (e) Installation of new steel and timber shade structure on concrete piles
- (f) Earthwork and placement of planting medium
- (g) Site restoration and new woodchip path

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is HTFC Planning & Design, represented by:

Glen Manning, MALA, SALA, CSLA, GRP
Principal
500-115 Bannatyne Avenue East
Telephone No. 204-944-9907
Email gmanning@htfc.mb.ca

D3.2 At the pre-construction meeting, Glen Manning will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D3.3 Bids Submissions must be submitted to the address in B8.5.

D4. CONTRACTOR'S SUPERVISOR

D4.1 At the pre-construction meeting, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. NOTICES

D6.1 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.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the facsimile number identified in D3.1.

D6.3 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

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

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services

Facsimile No.: 204 947-9155

D6.5 **Bids Submissions** must be submitted to the address in B8.5.

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/matmgmt/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) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
 - (c) all risks installation floater, carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.
- 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.

D12. EQUIPMENT LIST

D12.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment 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 C4.1 for the return of the executed Contract.

D13. DETAILED WORK SCHEDULE

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

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

- (a) a critical path method (C.P.M.) schedule for the Work;
- (b) a Gantt chart for the Work based on the C.P.M. schedule;
- (c) a daily manpower schedule for the Work;

all acceptable to the Contract Administrator.

D13.3 Further to D13.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:

- (a) Project commencement date;
- (b) Those activities/tasks on the critical path;
- (c) Completion of demolition;
- (d) Completion of layout/formwork;
- (e) Substantial Performance

D13.4 Further to D13.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

D13.5 Further to D13.2(c), the daily manpower schedule shall list the daily number of individuals on the Site for each trade.

R3B 1L1

SCHEDULE OF WORK

D14. COMMENCEMENT

D14.1 The Contractor shall not commence any Work until he/she is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.

D14.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in 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;
 - (vii) the Equipment list specified in D12; and
 - (viii) the detailed work schedule specified in D13.

- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D14.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

D14.4 The City intends to award this Contract by July 20th, 2015

D14.4.1 If the actual date of award is later than the intended date, the dates specified for Critical tages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D15. SUBSTANTIAL PERFORMANCE

D15.1 The Contractor shall achieve Substantial Performance within forty-five (45) consecutive Working Days of the commencement of the Work as specified in D14.

D15.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be 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 fifty (50) consecutive Working Days of he commencement of the Work as specified in D14.

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

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

D17. LIQUIDATED DAMAGES

D17.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City Five Hundred dollars (\$500) per Working Day for each and every Working 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.

CONTROL OF WORK

D18. JOB MEETINGS

- D18.1 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.
- D18.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D19. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D19.1 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).

D20. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D20.1 Further to B12.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.4.

MEASUREMENT AND PAYMENT

D21. INVOICES

- D21.1 Further to C12, the Contractor shall submit an invoice for each portion of Work performed. to:
Glen Manning
HTFC Planning & Design
500-115 Bannatyne Avenue East
Winnipeg MB R3B 0R3
Facsimile No.: 204-957-1467
Email: gmanning@htfc.mb.ca
- D21.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of work performed;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D21.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D21.4 Bids Submissions must be submitted to the address in B8.5.

D22. PAYMENT

D22.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D23. WARRANTY

D23.1 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 thereunder.

D23.1.1 For the purpose of Performance Security, the warranty period shall be one (1) year.

D23.2 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.

D23.2.1 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. 405-2015

ASSINIBOINE FOREST POND OVERLOOK

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. 405-2015
ASSINIBOINE FOREST POND OVERLOOK

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM K: EQUIPMENT
(See D12)

ASSINIBOINE FOREST POND OVERLOOK

<p>1. Category/type: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>2. Category/type: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>3. Category/type: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

FORM K: EQUIPMENT
(See D12)

ASSINIBOINE FOREST POND OVERLOOK

<p>4. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>5. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>6. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
L1.0	Existing Conditions & Demolition Plan
L1.1	Site Layout & Materials Plan
L1.2	Site Grading Plan
L1.3	Details
L1.4	Details
S-0	General Notes
S-1	Framing Plan, Sections, & Typical Details

E2. SOILS INVESTIGATION REPORT

- E2.1 Geotechnical Investigation for Assiniboine Forest Pond Overlook Report available from Consultant.

E3. HAZARDOUS MATERIALS

- E3.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.

E4. SITEWORK DEMOLITION AND REMOVALS

- E4.1 General Description
- E4.1.1 This Specification shall supplement CW 3010 and CW 3110 and shall cover the requirements for demolition, salvage, removal and disposal wholly or in part of various items designated to be removed or partially removed and for backfilling resulting trenches, holes and pits.
- E4.1.2 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified.
- E4.2 Equipment
- E4.2.1 All equipment shall be of a type approved by the Contract Administrator and shall be kept in good working order.

- E4.2.2 The size, weight, and destructive capabilities of the equipment shall be matched to the type of removal to be done. Contractor shall exclusively use compact, lightweight equipment that runs on existing asphalt trails.
- E4.3 Construction Methods
- E4.3.1 Scope of Work
- .1 The Work under this Specification shall include the following items as shown within the limit of Work on the Drawings or otherwise directed by the Contract Administrator:
 - (a) Removal and disposal of asphalt (subgrade material to remain);
 - (b) Removal and salvage of timber retaining walls.
- E4.3.2 Fees and Permits
- .1 The Contractor shall obtain and pay for all licenses and permits necessary for the demolition work.
 - .2 The Contractor shall comply with all Municipal, Provincial, and Federal Government regulations relating to the demolition of structures.
- E4.3.3 Safety Precautions
- .1 The Contractor shall provide flagmen, barricades, railings, and whenever necessary, warning signs at excavation holes, plywood access ramps and /or other construction necessary to secure the safety of workers, the public, and personnel alike and shall comply with all Provincial Statutes applicable to the work of this nature. The Contractor shall provide all other protective measures as may be required by any law in force in Manitoba.
- E4.3.4 Protection of Existing Structures
- .1 Protect existing items designated to remain and materials designated for salvage. In event of damage to such items, immediately replace or make repairs to approval of the City and at no cost to the City.
- E4.3.5 Preparation of Site
- .1 Inspect Site and verify with Contract Administrator items designated for removal, disposal, salvage and items to remain.
 - .2 Locate and protect utility lines. Preserve in operating condition active utilities traversing site.
 - .3 **Notify utility companies before starting demolition. Utilities to provide clearance before any excavation is done.**
 - .4 **Notify Geomatics Service Branch at 986-4826 to obtain clearance and mark survey infrastructure minimum of 72 hours before any excavation.**
- E4.3.6 Removals
- .1 Remove items as indicated on the Drawings and as directed by the Contract Administrator. Do not disturb adjacent items designated to remain in place.
 - .2 In removal of pavements:
 - (a) square up adjacent surface to remain in place by saw-cutting or other method approved by Contract Administrator;
 - (b) protect adjacent joints and load transfer devices; and
 - (c) protect underlying granular materials.
- E4.3.7 Disposal of Materials
- .1 The Contractor shall promptly dispose of materials not designated for salvage or re-use in Work, off-site.
 - .2 Trim disposal areas to approval of Contract Administrator.
- E4.3.8 Backfill
- .1 Backfill in areas as indicated in accordance with Excavation Bedding and Backfill - CW 2030.

- E4.3.9 Restoration
- .1 Restore areas and existing works outside areas of demolition to match condition of adjacent undisturbed areas.
- E4.3.10 Site Cleanup
- .1 Upon completion of Work, remove debris, trim surfaces and leave Work Site clean.

E5. LAYOUT OF WORK

- E5.1 Further to CW1130, Paragraph 3.15 – Stakes and Marks, the Contractor shall set all necessary control lines, benchmarks, survey elevation stakes and layout in consultation with the Contract Administrator as required.

E6. SUB-GRADE, SUB-BASE AND BASE COURSE CONSTRUCTION

E6.1 General Description

- E6.1.1 This Specification shall supplement CW 3110 and shall cover the requirements for placing, compaction, site tolerances, and protection.

E6.2 Materials

- E6.2.1 HDPE corrugated pipe and fittings: to ASTM D1248, Big "0", Prinsco (or approved alternate) Internal Snap Coupling System pipe perforated all around complete with polyester geotextile fabric 'sock' filter, nominal inside diameter 4" (100mm), non-perforated couplings (insert type), sleeves, reducers, connectors, T's, Wye's, elbows and end caps (insert type). Refer to Drawings for applicable pipe size and location.

E6.3 Placing

- E6.3.1 Begin spreading base material on crown line of high side of one-way slope.
- E6.3.2 Place granular sub-base, base and sand materials using methods which do not lead to segregation or degradation.
- E6.3.3 For spreading and shaping material, use spreader boxes having adjustable templates or screeds which will place material in uniform layers of required thickness.
- E6.3.4 Place material to full width in uniform layers not exceeding 150 mm compacted thickness. Contract Administrator may authorize thicker lifts (layers) if specified compaction can be achieved.
- E6.3.5 Shape each layer to smooth contour and compact to specified density before succeeding layer is placed.
- E6.3.6 Remove and replace portion of layer in which material has become segregated during spreading.
- E6.3.7 Rake finished sand court and remove all debris.
- E6.3.8 Pipe Trench and Bedding
- (a) Drainlines: Cut trenches in granular, compact trench bottom. Excavation must not interfere with the normal 45° bearing splay of foundations.
 - (b) Top 1/3 of pipe to be above granular.
 - (c) Remove boulders, old construction rubble, and other obstructions encountered in course of excavation.
 - (d) Shape trench and bed true to grade and to provide continuous, uniform bearing surface for pipe.
 - (e) Smooth to grade as indicated on grading plans, providing continuous grade without low or high spots.

- (f) Pipe bedding not required.

E6.3.9 Pipe Laying:

- (a) Ensure pipe interior and coupling surfaces are clean before laying.
- (b) Lay pipe to minimum slope, as indicated on drawings, to discharge site.
- (c) Do not use shims to establish pipe slope.
- (d) Use manufacturer's recommended fittings.
- (e) Protect pipe ends and risers from damage and ingress of foreign material.
- (f) Secure all joints and fittings with woven, commercial grade duct tape prior to backfilling.

E6.3.10 Drainage Trench Backfill

- (a) Protect inlet from contamination of backfill and other material by placing a piece of filter fabric on rim. Remove fabric after construction is complete.
- (b) Place backfill material after pipe installation is approved by the Contract Administrator. Leave top 1/3 of pipe exposed.
- (c) Place backfill layers uniformly and simultaneously on each side of pipe. Consolidate by hand, tamping lightly to design grade. Use appropriate devices or methods to ensure and prevent displacement of pipe during backfilling.
- (d) The Contractor is responsible to make good any settlement that may occur in pipe trenches.

E6.4 Compaction

E6.4.1 Shape and roll alternately to obtain smooth, even and uniformly compacted base.

E6.4.2 Apply water as necessary during compaction to obtain specified density.

E6.4.3 In areas not accessible to rolling equipment, compact to specified density with mechanical tampers approved by Contract Administrator.

E6.4.4 Correct surface irregularities by loosening and adding or removing material until surface is within specified tolerance.

E6.5 Site Tolerances

E6.5.1 Finish base surface to be within 10mm of elevation as indicated but not uniformly high or low.

E6.6 Protection

E6.6.1 Maintain finished base in condition conforming to this section until succeeding base is constructed, or until granular base is accepted by Contract Administrator.

E7. SITE CARPENTRY

E7.1 Description

E7.1.1 Work includes construction of pressure treated wood deck and reclaimed timber benches.

E7.1.2 Quality Assurance

- .1 Carpentry shall be performed by trained and qualified craftspeople with demonstrable experience in site carpentry.
- .2 Identify lumber by 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.
- .2 For products treated with preservative by pressure impregnation, submit following information certified by authorized signing officer of treatment plant:

- .1 Information listed in AWPA.M2 and revisions specified in CAN/CSA-080 Series, Supplementary Requirement to AWPA Standard M2 applicable to specified treatment.
- .2 Moisture content after drying following treatment with water-borne preservative.
- .3 Acceptable types of paint, stain and clear finishes that may be used over treated materials to be finished after treatment.

E7.1.3 Environmental Protection

- .1 Collect and remove from site all waste pieces and sawdust from pressure treated wood materials.

E7.2 Materials

- E7.2.1 Reclaimed timbers (for benches): salvaged or reclaimed source, unfinished common white or burr oak, 'rustic' grade, or approved alternate. Surfaces should appear weathered. Suitable supplier: Wood Anchor, 3375 Waverley Street, Winnipeg, Manitoba, R3V 0B2, 204-261-1913, or approved equal.
- E7.2.2 Pressure treated timbers (for deck and shade structure): to CSA 080, pressure treated pine or fir to National Lumber Grades Authority, select grade 2 and better, all dried to a maximum moisture content of 20% prior to treating. Non-incised, ACQ treatment to minimum retention of 4.0 kg/m³ for above ground use and 6.4 kg/m³ for ground contact.
- E7.2.3 All wood to be free of defects, any warped, checked or bent materials will be rejected.
- E7.2.4 Hardware: bolts, nuts, washers, lag screws, to be hot ceramic coated, sizes to suit application and pressure treatment.
- E7.2.5 Preservative: clear type to CSA080
- E7.2.6 Asphalt Shingles – Class 1 three tab asphalt shingles, glass fibre mat base.

E7.3 Construction Methods

- E7.3.1 Obtain Contract Administrator's approval of rough grades and mounting surfaces prior to construction.
- E7.3.2 Handling and Use of Reclaimed Timbers
- .1 Belt sander with coarse grit over surfaces to ease edges and remove splinters.
- E7.3.3 Handling and Use of Treated Lumber
- .1 Handle and use treated material in a manner which will avoid damage or field fabrication causing alteration in original treatment.
 - .2 Treat in field, cuts and damages to surface of treated material with an appropriate, clear preservative as described in CSA 080. Ensure that damaged areas such as abrasions, nail and spike holes, are thoroughly saturated with field treatment solutions as per CSA 080.
- E7.3.4 Workmanship
- .1 Construct all work according to details, using adequate fastening methods to ensure solid, durable finished work suitable for the purpose intended.
 - .2 Do all nailing and fastening neatly, evenly and thoroughly.
 - .3 Install all members true to line, levels and elevations. Set plumb and space uniformly.

E8. ASPHALTIC CONCRETE PAVING WORKS

E8.1 General Description

E8.1.1 This Specification shall supplement CW 3410-R10 and shall cover the requirements for materials, joints, finish tolerances, and defective work.

E8.2 Materials

E8.2.1 Separation/Reinforcement Geotextile Fabric (Woven) as per CW 3130

E8.2.2 Separation Geotextile Fabric (Non-woven) as per CW 3130

E8.3 Construction Method

E8.3.1 Site Tolerances

- .1 Where asphalt meets existing pathway or new approach, strip top layer of asphalt to 50mm depth to permit feathering.
- .2 Shape or reshape granular bed as necessary to meet design grades.
- .3 Apply prime coat and tack coat
- .4 Prior to laying mix, clean surfaces of loose and foreign material.

E8.3.2 Geotextile placement

- .1 Place geotextile in accordance with CW 3130
- .2 Use woven geotextile unless silt is discovered; in which case, use non-woven.

E8.4 Joints

E8.4.1 General:

- .1 Remove surplus material from surface of previously laid strip. Do not deposit on surface of freshly laid strip.
- .2 Construct joints between asphalt concrete pavement and Portland cement concrete pavement as indicated.
- .3 Paint contact surfaces of existing structures such as decks and retaining walls with bituminous material prior to placing adjacent pavement.

E8.5 Finish Tolerances

E8.5.1 Finished asphalt surface to be within 6mm of design elevation but not uniformly high or low.

E8.5.2 Finished asphalt surface not to have irregularities exceeding 6mm when checked with 4.8m straight edge placed in any direction.

E8.6 Defective Work

E8.6.1 Correct irregularities which develop before completion of rolling by loosening surface mix and removing or adding material as required. If irregularities or defects remain after final compaction, remove surface course promptly and lay new material to form true and even surface and compact immediately to specified density.

E8.6.2 Repair areas showing checking, rippling, or segregation.

E8.6.3 Adjust roller operation and screed settings on paver to prevent further defects such as rippling and checking of pavement.

E9. PLANTING MEDIUM

E9.1 General Description

E9.1.1 This Specification shall cover the supply and installation of planting medium in planting beds.

E9.2 Protection

- E9.2.1 Protect elements surrounding the Work of this section from damage or disfiguration.
- E9.2.2 Protect landscaping and other features remaining as final Work.

E9.3 Source Quality Control

- E9.3.1 Inform Contract Administrator of proposed source of materials to be supplied and provide sample for review by Contract Administrator prior to installation.
- E9.3.2 Test topsoil for clay, sand and silt, NPK, Mg, soluble salt content, pH value, growth inhibitors and soil sterilants.

E9.4 Submittals

- E9.4.1 Submit 0.5 kg sample of topsoil to National Testing Laboratory or approved alternate and indicate present use and intended use. Prepare and ship sample in accordance with provincial regulations and testing laboratory requirements.
- E9.4.2 Submit two (2) copies of soil analysis and recommendations for corrections to Contract Administrator.

E9.5 Delivery and Storage

- E9.5.1 Deliver and store fertilizer in waterproof bags accompanied in writing by weight, analysis and name of manufacturer.

E9.6 Materials

- E9.6.1 Planting Medium: In accordance with CW3540 for topsoil.
- E9.6.2 Fertilizer: synthetic slow release starter fertilizer with a N-P-K analysis of 12:36:15 ratio at a rate of 4 kg/100 m² (8 lb./100 sq.ft.).
- E9.6.3 Peatmoss: derived from partially decomposed fibrous or cellular stems and leaves of species of sphagnum mosses. Elastic and homogeneous, brown in colour. Free of wood and deleterious material that could prohibit growth. Shredded particle minimum size: 5 mm.
- E9.6.4 Sand: clean, hard, fine sand, well washed and free of impurities, chemical or organic matter.

E9.7 Construction Method

- E9.7.1 Stake out layout of restoration and obtain approval from Contract Administrator prior to excavation.
- E9.7.2 Excavation
 - .1 Excavate shrub beds at locations indicated on the Drawings using equipment appropriate to the purpose and location. Dispose of all rock, clay soils and other deleterious materials off site.
 - .2 Coordinate work with other trades to optimize timing and avoid damage to prior construction.
 - .3 Protect bottom of excavations against freezing.
 - .4 Remove water which enters excavations prior to planting. Ensure source of water is not ground water or from a broken water pipe.
- E9.7.3 Planting Medium Placement
 - .1 Place growing medium in uniform layers over approved, scarified unfrozen sub-grade, to the depth indicated on the Drawings.
 - .2 Eliminate rough spots and low areas. Prepare a loose, friable bed, boot firm and level.

- E9.7.4 Soil Amendments
- .1 Apply soil amendments at rate determined and recommended from planting medium sample test.
 - .2 Mix soil amendment well into full depth of planting medium prior to application of fertilizer.
- E9.7.5 Finish Grading
- .1 Fine grade entire soil area to elevations as indicated on the Drawings. Eliminate rough spots and low areas and prepare a loose, friable bed, with a smooth, uniform surface, firm against deep foot printing, and a fine loose texture.
- E9.7.6 Surplus Material
- .1 Dispose of unused planting medium off site in accordance with CW1130.
- E9.7.7 Site Cleanup
- .1 All sidewalks, streets, approaches, driveways and properties near the Work Site shall be kept clean at all times by the Contractor.
 - .2 Upon completion of the project, the Contractor shall immediately remove all excess material and debris from the Work Site.

E10. WOOD CHIP PATH

- E10.1 General Description
- E10.1.1 This Specification shall cover the supply and installation of the wood chip mulch pathway.
- E10.2 Materials
- E10.2.1 Wood chip mulch: 100mm depth, 25-50mm wood chips from local spruce, aspen or ash source.
- E10.3 Construction Methods
- E10.3.1 Sub-Grade construction as per CW3110.
- E10.3.2 Install wood chip mulch in accordance with City of Winnipeg standard detail SCD-649.
- E10.4 Surplus Material
- E10.4.1 Dispose of unused wood chips off site in accordance with CW1130.

E11. SITE FURNITURE

- E11.1 General Description
- E11.1.1 This Specification shall cover the installation of Armrests as called for on the drawings. The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work as shown and specified herein.
- E11.2 Materials
- E11.2.1 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.
- E11.2.2 Armrests shall be MAGLIN Site Furniture OGDEN Center Arm 1, or approved equal in accordance with B6. (Contact: MAGLIN Site Furniture – Ronay Shelton 1-888-271-8666)
- (a) Bench to have armrests at each end
 - (b) Colour: Core Ten Finetex
 - (c) Steel
 - (d) Metal finish shall be E-Coat rust proofing

E11.3 Construction Methods

- E11.3.1 Armrests are to be supply and install.
- E11.3.2 All fixtures and furnishings are to be installed as per manufacturer's instructions.
- E11.3.3 All fixtures and furnishings to be installed plumb and true to correct locations, as directed by the Contract Administrator. The Contractor shall confirm proposed locations of all site furnishings with Contact Administrator prior to installation.
- E11.3.4 All fixtures and furnishings to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering, which will injure or distort fixture, is prohibited.

E12. SHADE STRUCTURE

E12.1 General Description

- E12.1.1 Refer to E7 Site Carpentry and Structural Drawings for Concrete Piles and Structural Steel Specifications.