



THE CITY OF WINNIPEG

TENDER

TENDER NO. 464-2022

BROADWAY BLVD INTERPRETIVE PLAZA

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B2. BROADWAY BLVD INTERPRETIVE PLAZA

B3. SUBMISSION DEADLINE

B3.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 30, 2022.

B3.2 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 B3.1.

B4. SITE INVESTIGATION

B4.1 Further to C3.1, the Bidder may view the Site without making an appointment.

B5. ENQUIRIES

B5.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B5.2 If the Bidder finds errors, discrepancies or omissions in the Tender, 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.

B5.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B5.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B5.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B5 unless that response or interpretation is provided by the Contract Administrator in writing.

B5.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B6. CONFIDENTIALITY

B6.1 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.

B6.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

B7. ADDENDA

- B7.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.
- B7.2 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.
- B7.3 Addenda will be available on the MERX website at www.merx.com.
- B7.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B7.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive
- B7.6 Notwithstanding B5, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D3.

B8. SUBSTITUTES

- B8.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- B8.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B8.3 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.
- B8.4 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.
- B8.5 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.

- B8.6 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.
- B8.6.1 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.
- B8.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B8.8 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 B18.
- B8.9 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.

B9. BID COMPONENTS

- B9.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices.
- B9.2 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.
- B9.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B9.3.1 Bids will **only** be accepted electronically through MERX.
- B9.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B18.1(a).

B10. BID

- B10.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B10.2 Paragraph 2 of Form A: Bid/Proposal 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.
- B10.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B10.2.
- B10.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B10.4 Paragraph 13 of Form A: Bid/Proposal 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.

B10.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B10.4.2 All signatures shall be original.

B10.5 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.

B11. PRICES

B11.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B11.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D25. Any such costs shall be determined in accordance with D25.

B11.2 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.

B11.3 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.

B11.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B11.5.1 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

B12. DISCLOSURE

B12.1 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.

B12.2 The Persons are:

- (a) N/A

B13. CONFLICT OF INTEREST AND GOOD FAITH

B13.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

- B13.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
 - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.
- B13.3 In connection with its Bid, each entity identified in B13.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B13.4 Without limiting B13.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B13.5 Without limiting B13.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B13.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B13.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B14. QUALIFICATION

B14.1 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.

B14.2 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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B14.3 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);
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B14.5 and D6).

B14.4 Further to B14.3(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/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
 - (i) 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
 - (ii) 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
- (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/>).

B14.5 Further to B14.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B14.6 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.

B14.7 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.

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

B15.1 Bids will not be opened publicly.

B15.2 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 MERX website at www.merx.com.

B15.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.

B15.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B15.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16. IRREVOCABLE BID

B16.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B16.2 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 11 of Form A: Bid/Proposal.

B17. WITHDRAWAL OF BIDS

B17.1 A Bidder may withdraw his/her Bid without penalty prior to the Submission Deadline.

B18. EVALUATION OF BIDS

B18.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Tender or acceptable deviation there from (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B14 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B8.

B18.2 Further to B18.1(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.

- B18.3 Further to B18.1(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 qualified.
- B18.4 Further to B18.1(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.
- B18.4.1 Further to B18.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B18.4.2 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

B19. AWARD OF CONTRACT

- B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B19.2 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 qualified, and the Bids are determined to be responsive.
- B19.2.1 Without limiting the generality of B19.2, 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.
- B19.3 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of D25 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B19.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.
- B19.5 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B19.5.1 The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.
- B19.6 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.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2020-01-31) 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 Tender 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 of the removal and disposal/delivery of existing paving materials, interpretive signs and waste receptacles, supply and installation of unit paving, barrier curbs, custom benches, custom sign installation, etched boulders, etched plaques, etched unit pavers, custom fountain flashing, custom tree grates and installation of a waste receptacle.

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

- (a) Removals and site preparation,
- (b) Barrier curb,
- (c) Unit paving,
- (d) Supply and installation of custom site furnishings.

D2.3 The following shall apply to the Services:

- (a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions;
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>
- (b) Universal Design Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is Little Bluestem Landscape Architecture, represented by:
Marie Lachiver, MALA CSLA
Landscape Architect

Telephone No. 204 930 9006
Email Address mlachiver@littlebluestemla.com

D3.2 At the pre-construction meeting, Marie Lachiver 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/her 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 C22.4, 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/Proposal.

- 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 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D3.
- D5.3 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. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D6.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- D6.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D6.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

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 Documents, if applicable.

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>

D8.3 Notwithstanding B14.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

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. SUBCONTRACTOR LIST

D10.1 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.

D11. DETAILED WORK SCHEDULE

D11.1 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 Documents, if applicable.

D12. REQUIREMENTS FOR SITE ACCESSIBILITY PLAN

D12.1 The Contractor shall provide the Contract Administrator with an Accessibility 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 Documents, if applicable.

D12.2 The Accessibility Plan shall demonstrate how the Contractor will accommodate the safe passage of pedestrians and cyclists in accordance with the Manual of Temporary Traffic

Control, the Contract Drawings, Staging Plans, and Streets By-Law No. 1481/77 at all times for the duration of the Construction. Unless noted in the Contract, the Accessibility Plan must include a written plan for the following:

- (a) How the Contractor will maintain at least one crossing in each direction for each intersection (one north/south crosswalk and one east/west crosswalk).
- (b) How the Contractor will maintain access to bus stops within the site.
- (c) How the Contractor will maintain access to pedestrian corridors and half signals.
- (d) How the Contractor will maintain cycling facilities.
- (e) How the Contractor will maintain access to residents and businesses unless otherwise noted in the Contract.
- (f) Any required detour signage at adjacent crossings to facilitate sidewalk or active transportation pathway closures.

- D12.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.
- D12.4 The Accessibility Plan shall include written details on how the Contractor intends to review, maintain, and document all items related to the Accessibility Plan on-site during Construction, including, but not limited to:
- (a) Signage
 - (b) Temporary Ramping
 - (c) Transit Stops
 - (d) Detour Signage
- D12.5 At minimum, the Contractor shall review the site conditions on a daily basis to ensure that all features related to the Accessibility Plan are in place. The site review is intended to correct deficiencies as a result of unforeseen events such as wind, traffic, or the general public. Deficiencies that are direct result of the Contractors actions must be corrected immediately.
- D12.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.
- D12.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- D12.8 Deficiencies as a direct result of actions by the Contractor that are not immediately corrected and/or failure to produce records that demonstrate that the site was maintained in compliance with the Accessibility Plan may result in a pay adjustment via the monthly Progress Payment. The rate of pay adjustment will be as per the following schedule:
- (a) First Offence – A warning will be issued and documented in the weekly or bi-weekly site meeting.
 - (b) Second Offence – A field instruction to immediately correct the site will be issued by the Contract Administrator.
- D12.9 Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

SCHEDULE OF WORK

D13. COMMENCEMENT

- D13.1 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.
- D13.2 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 Subcontractor list specified in D10;
 - (vi) the detailed work schedule specified in D11;
 - (vii) the Requirements for Site Accessibility Plan as specified in D12 and
 - (viii) the direct deposit application form specified in D22.
- (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.

D13.3 The City intends to award this Contract by July 8, 2022.

D13.3.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D14. SUBSTANTIAL PERFORMANCE

D14.1 The Contractor shall achieve Substantial Performance by October 28, 2022.

D14.2 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.

D14.3 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.

D15. TOTAL PERFORMANCE

D15.1 The Contractor shall achieve Total Performance by November 18, 2022.

D15.2 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.

D15.3 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.

D16. LIQUIDATED DAMAGES

D16.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City five hundred dollars (\$500) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.

D16.2 The amount specified for liquidated damages in D16.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.

D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D17. COVID-19 SCHEDULE DELAYS

D17.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.

D17.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D17.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.

D17.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D17.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D17.5 The Work schedule, including the durations identified in D14 to D15 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.

D17.6 Where Work not previously identified is being carried over solely as a result of delays related to COVID-19, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to COVID-19, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.

D17.7 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

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) Sod as specified in E20

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/she deems it necessary.

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

D20.1 Further to C6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D21. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D21.1 Further to B14.4, 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 B14.4.

MEASUREMENT AND PAYMENT

D22. PAYMENT

D22.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf

WARRANTY

D23. WARRANTY

D23.1 Warranty is as stated in C13.

DISPUTE RESOLUTION

D24. DISPUTE RESOLUTION

D24.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D24.

D24.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D24.3 The entire text of C21.5 is deleted, and amended to read:

(a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.

D24.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D24.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D24.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D24.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D24.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D24.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D25. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D25.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D25.1 Further to D25.1, in the event that the obligations in D25 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D25.2 For the purposes of D25:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D25.3 Modified Insurance Requirements
- D25.3.1 If not already required under the insurance requirements identified in D9, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.

- D25.3.2 If not already required under the insurance requirements identified in D9, the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D25.3.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D25.3.4 Further to D9.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D25.3.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D25.4 Indemnification By Contractor
- D25.4.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D25.4.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- in relation to this Contract or the Work.
- D25.5 Records Retention and Audits
- D25.5.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D25.5.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D25.5.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada

and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D25.6 Other Obligations

- D25.6.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D25.6.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D25.6.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D25.6.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D25.6.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D25.6.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

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 Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B8. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B8.
- E1.4 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
CW-1110	General Instructions
CW-1130	Site Requirements
CW-2160	Concrete Underground Structures and Works
CW-3110	Sub-Grade, Sub-Base and Base Course Construction
CW-3130	Supply and Installation of Geotextile Fabrics
CW-3170	Earthwork and Grading
CW-3240	Renewal of Existing Barrier Curbs
CW-3510	Sodding
CW-3520	Seeding
CW-3540	Topsoil and Finish Grading for Establishment of Turf Areas

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
L01	EXISTING + REMOVALS PLAN
L02	SITE PLAN
L03	LAYOUT + GRADING PLAN
L04	SITE + CUSTOM DETAILS
L05	CUSTOM BENCH DETAILS

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 representatives of the General 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 and maintained by the Contractor at his/her own expense and approved by the Contract Administrator.

E3.2 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and he/she shall be responsible for all damage resulting from his/her Work on private property.

E4. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT

E4.1 Further to CW 1130, 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/she is working near them. Any damage caused by the negligence of the Contractor or his/her Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by him at his/her own expense, to the satisfaction of the Contract Administrator.

E4.2 Ambulance/ Emergency vehicle access must be maintained at all times.

E5. SITE CONDITION

E5.1 The Contractor and applicable Sub-Contractors 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 Take the following precautionary steps to prevent damage from construction activities to existing boulevard/right of way trees within the limits of the construction area. Contact the City of Winnipeg Forestry Branch at 204-986-2004 if you require further information on these specifications:

- (a) For trees greater than 100 mm in diameter, attach wood strapping material having a minimum thickness of 25 millimetres and minimum length of 2440 millimetres around tree trunks in a manner that will not harm the trees. Do not use nails or other fasteners that penetrate into trees. The width of strapping should suit the size of the tree being protected. Length of strapping may be reduced to suit tree being protected as approved by the Contract Administrator.
- (b) For trees less than 100 mm in diameter, install snow fencing around the tree to a 2.0 meter radius complete with installation hardware. The 2.0 meter radius of the snow fencing may be reduced to suit the tree being protected as approved by the Contract Administrator.
- (c) Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the work. Equipment shall not be parked, repaired, refueled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of the 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 deposit on areas where trees are located.
- (d) Repair, replace and maintain tree protection material during construction of the Work.
- (e) Remove snow fencing and strapping material without harming trees as soon as the construction and restoration work is complete.

- E6.2 Obtain approval from the Contract Administrator to excavate within 2.0 meters of a tree.
- E6.3 Excavate in a manner to minimize damage to root systems. Keep exposed roots in excavations and trenches moist or shaded.
- E6.4 Prune exposed roots with equipment such as trenchers, chain saws, root cutters or other methods acceptable to the Contract Administrator in a manner that will leave a neat, clean root end.
- E6.5 Take precautions to ensure tree limbs overhanging the Site are not damaged by construction equipment. Consult the Forestry Branch on pruning of overhanging or damaged limbs and branches and other unanticipated problems with trees during construction of the Works.
- E6.6 Elm trees are not to be pruned between April 1st and August 1st under provisions of The Dutch Elm Disease Act.
- E6.7 All damage to existing trees caused by the Contractor's activities shall be repaired as required by the Contract Administrator and the Forestry Branch. Damages must be repaired by an individual with a Manitoba Arborist license or by the Forestry Branch.
- E6.8 The Forestry Branch will remove and replace any trees deemed to have died or that are dying due to damage from carelessness during construction. Removal and replacement costs will be determined by size and market price. The market price will be a comparable transplantable tree of the same or different species or may be the appraised value of the existing tree, as determined by an evaluation procedure presently used by Forestry Branch in conjunction with City Claims Branch. The evaluation procedure is in accordance with current International Society of Arboriculture evaluation procedure.
- E6.9 Protection of existing trees, repair of trees and pruning of damaged limbs will not be measured for payment and will be included with "Mobilization/Demobilization and Site Access for Shoreline Work". Removal and replacement of existing trees by the Forestry Branch deemed to have died or that are dying due to damage from carelessness during construction will be at the contractor's cost and will be invoiced or deducted from any payments owing.

E7. EXISTING SERVICES AND UTILITIES

- E7.1 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.

E8. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY

- E8.1 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing trees, shrubs, sod, pavements, streets, roads, boulevards, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the Site of the Work. For all damage incurred in the performance of the Work (either directly or indirectly), the Contractor shall either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to City of Winnipeg 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.
- E8.2 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing park trees within the limits of the construction area:
- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment within 2 metres of trees.

- (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2400 wood planks, or suitable protection 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), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
- (d) Operation of equipment within the drip line of the trees shall be kept to a 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 drip lines of trees. The drip line 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.

E8.3 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/her designate.

E8.4 No separate measurement or payment will be made for the protection of trees.

E9. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES

E9.1 Further to C6.13, the Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of same before proceeding with the Work, and pay any cost attached to the inspection of such plans.

E9.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.

E9.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.

E9.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.

E9.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.

E9.6 The Contractor and Sub-contractors must be fully aware of all Work involving hazardous materials. All Work must be performed in compliance with the Manitoba Department of Labour Workplace Health and Safety Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification to the Contract Administrator of his/her encountering of suspected hazardous material during their course of Work.

E10. PROTECTION OF THE SURVEY INFRASTRUCTURE

E10.1 Notwithstanding clause 4 "Persons and municipalities to protect Outline Monuments"; under [The Surveys Act](#), of Manitoba, the Contractor shall be responsible to protect the Survey Infrastructure from damage as a result of the Work.

E10.2 Further to C6.26 (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 204-918-1360 (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.

E10.3 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. 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.

- E10.4 An approximate estimate of the cost to restore a legal survey monument is \$1,000 per bar and \$3,000 per control monument. Contractors shall ensure their landscaping and other subcontractors are aware of this clearance procedure and the potential restoration costs. Where possible, amounts owed to the City in accordance with the above will be deducted from payments to be made by the City to the Contractor.

E11. STAKES AND MARKS

- E11.1 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.
- E11.2 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.
- E11.3 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.
- E11.4 The Contractor shall determine and provide all dimensions and elevations measured from the stakes or marks.

E12. SITE ENCLOSURES

- E12.1 Temporary Safety Site Enclosures, shall be located completely around the play area and CIP concrete path Work area, as located on Drawing C.21-1.
- E12.2 The fence shall be a self-supporting metal post and frame system with "T" style legs, minimum 1800mm height, wire mesh fencing.
- E12.3 The fence shall be supplied and installed prior to construction commencing and maintained in good working order until Total Performance.

E13. PRODUCT APPROVALS

- E13.1 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.
- E13.2 The Contractor shall only use material which has been approved by City of Winnipeg or by the Contract Administrator. The list shall provide the product, the manufacturer and the supplier.
- E13.3 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.

E13.4 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.

E14. SUBMITTALS

E14.1 Contractor to submit to Contract Administrator product samples and other requirements as listed below for review and approval prior to commencement of associated Works.

E14.2 Contractor to submit with reasonable promptness and in orderly sequence so as not to cause delays in Work. Failure to submit in ample time is not considered sufficient reason for an extension of Contract Time and no claim for extension by reason of such default will be allowed. Notify Contract Administrator in writing at time of submission, identifying deviations from requirements of Contract Documents and stating reasons for deviations.

E14.3 Work affected by submittal shall not proceed until review and approval by the Contract Administrator.

E14.4 Contractor's responsibility for errors and omissions in submission is not relieved by the Contract Administrator's review of submittals.

E14.5 Product Samples

(a) The Contractor shall supply representative samples of:

- (i) Bench Timber;
- (ii) Bench Armrests,
- (iii) Fountain Flashing metal finish and laser cut letters,
- (iv) Boulder etching,
- (v) Interpretive plaque cast,
- (vi) Unit paver etching, and
- (vii) Wood chip mulch.

(b) Contractor to supply product samples a minimum of 5 (five) Working Days prior to placing material order. No Product order shall be placed prior to approval by Contract Administrator.

E14.6 Shop Drawings

(a) The Contractor shall supply shop drawings for review and approval by the Contract Administrator in accordance with Specifications:

- (i) Custom Accessible Wood Bench,
- (ii) Custom Wood Bench,
- (iii) Custom Sign Installation,
- (iv) Custom Fountain Flashing,
- (v) Tree Grates (2), and
- (vi) Interpretive Plaques (4).

(b) Contractor to verify all dimensions and conditions on site prior to the submission of shop drawings.

(c) Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of Work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been coordinated, regardless of Section under which adjacent items will be supplied and installed. Indicate cross references to design Drawings and Specifications.

(d) Shop Drawings shall be provided to Contract Administrator a minimum of ten (10) Working Days prior to scheduled.

E15. REMOVALS AND SITE PREPARATION

E15.1 Description

E15.1.1 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 herein specified.

E15.1.2 Work shall include, but not necessarily confined to, the following:

- (b) Salvage and stockpile suitable, approved material on Site for reuse (including but not necessarily limited to paving stones) in a secure location. Remove and legally dispose of unsuitable material. Stockpile location to be restored to original condition following removal and re-use of material;
- (c) Remove and legally dispose of existing site elements as per Drawing L01;

E15.2 Construction methods

E15.2.1 General

- (a) Disposal of material shall be understood to mean the hauling of all unsuitable material from the Site and the unloading in a safe and legal manner acceptable to the Contract Administrator. If arrangements are made in advance excavated material may be disposed of on Site at a location designated by the Contract Administrator.
- (b) Prior to commencement of removals operations, Contractor to meet on Site with Contract Administrator and representative of the City of Winnipeg to verify limits of removals.
- (c) The Contractor shall remove paving to full depth of base course material.
- (d) The Contractor shall ensure that upon completion of the removal operations, the Site is left in a neat condition free from debris, etc. for approval by the Contract Administrator prior to placing clean fill.
- (e) Prevent damage to surface or underground utility lines which are to remain. Make good any damage.
- (f) Do not disturb soil within branch spread of trees to remain.
- (g) All extraneous materials to be removed from the Site and disposed of in a safe and legal manner.
- (h) Contractor must coordinate with the Contract Administrator for a site inspection to ensure all removals have occurred.

E15.2.2 Removal of unit pavers

- (a) The Contractor shall carefully lift up existing unit pavers and stack on pallets. The Contractor shall deliver the unit pavers as specified by the City of Winnipeg.
- (b) All broken unit pavers to be removed from site and disposed.

E15.2.3 Removal of waste receptacles

- (a) The Contractor shall carefully remove and legally dispose of two (2) existing waste receptacles including any hardware or fasteners.

E15.2.4 Removal of interpretive signage

- (a) The Contractor shall carefully remove two (2) existing interpretive signs. The Contractor shall deliver the signs as specified by the City of Winnipeg. Signs to be protected from damage.

E15.3 Method of Measurement

E15.3.1 Method of Measurement shall be as follows:

- (a) Removals and Site Preparation shall be measured as follows:
 - (i) "Removals & Site Preparation" on Form B: Prices.

E15.4 Basis of Payment

E15.4.1 Basis of Payment shall be as follows:

- (a) Removals will be paid for at the Contract Unit Prices on Form B: Prices. The amount to be paid for shall be the total number of units, measured as specified herein, which price shall be for full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E16. SITE FURNISHINGS

E16.1 Description

E16.1.1 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 an 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. The specification shall supplement the most up to date version of City of Winnipeg Specification CW 3310.

- (a) Supply and Install Custom Accessible Wood Bench,
- (b) Supply and Install Custom Wood Bench,
- (c) Supply and Install Custom Sign Installation,
- (d) Supply and Install Sign Base Boulder,
- (e) Supply and Install Custom Fountain Flashing
- (f) Supply and Install Custom Tree Grates (2),
- (g) Unit Paver Etchings,
- (h) Supply and Install Interpretive Plaques (4),
- (i) Supply and Install Waste Receptacle (1).

E16.1.2 The Contractor shall be responsible for the supply, safe storage and handling of all miscellaneous metal materials as set forth in this Specification.

E16.1.3 Metal Work performed under this specification shall cover supply, fabrication, galvanizing, transportation, handling and installation of miscellaneous metal, including all miscellaneous metal elements and incidental component/fasteners, as specified herein.

E16.2 Samples

E16.2.1 Submit Full size samples of finished wood used for bench seat and sign, one finished bench armrest, one of each etched metal samples for sign, plaques, tree grates and fountain flashing, for Contract Administrator's approval. Deliver samples prepaid to Contract Administrator's business address and Notify Contract Administrator in writing, at time of submission of deviations in samples from requirements of Contract Documents

E16.3 Materials

E16.3.1 All material shall conform to Specification CW 3310 and all other applicable City of Winnipeg Specifications, whether listed herein or not.

E16.4 Custom Benches, Custom Accessible Benches and Custom Sign Installation

(a) Shop Drawings

- (i) Shop drawings are required for custom built benches and sign installation.
- (ii) Drawings showing all sizes and dimensions, position and spacing of reinforcing, openings, connection details, layout plan, finishes, all inserts, and all other relevant information showing immediate adjacent materials for proper coordination shall be submitted to the Contract Administrator for review prior to fabrication. Five copies of all shall be provided.

- (iii) Contractor to submit shop drawings for review and approval prior to any fabrication.
- (b) Timber Benches and Timber Circular Sign
 - (i) Finish to be 3-coat system of Sikkens Cetol 1 translucent basecoat and Cetol 23 Plus topcoat. Sample of finish to be provided to Contract Administrator for approval prior to completion of bench finishes.
- (c) Metal Work
 - (i) Metal for bench and sign supports to be as dimensioned on the drawings. All metal to be galvanized after fabrication, sanded and powder coated. Colour to be black.
 - (ii) Standard angles and plates, unless otherwise specified, all steel for new members shall conform to the requirements of CSA Standard CAN/CSA-G40.21-M87, Grade 300W.
 - (iii) Welding consumables for all processes shall be certified by the manufacturer as complying with the requirements of the following specifications.
 - (iv) Manual, shielded metal arc-welding (SMAW).
 - (v) All electrodes for manual, shielded metal arc welding shall conform to CSA Standard CSA W48.1-M1991 classification number E7018 for single pass tack welds and CSA W48.3-M1982, classification numbers E8016-B1, E8016-C3, E8018-B1 or E8018-C3 for final welds.
 - (vi) Hardware: All bolts, nuts, washers, inserts, etc., as required for a complete installation shall be stainless steel, Type 316 unless noted otherwise.
 - (vii) Equipment: All equipment shall be of a type approved by the Contract Administrator and shall be kept in good working order.
- (d) Grout
 - (i) Grout shall be nonmetallic, nonshrink, Sternson M-Bed Standard Grout, or equal as accepted by the Contract Administrator.

E16.5 Custom Fountain Flashing

- (a) Shop Drawings
 - (i) Shop drawings are required for custom flashing.
 - (ii) Drawings showing all sizes and dimensions, position and spacing of reinforcing, openings, connection details, layout plan, finishes, all inserts, and all other relevant information showing immediate adjacent materials for proper coordination shall be submitted to the Contract Administrator for review prior to fabrication. Five copies of all shall be provided.
 - (iii) Contractor to submit shop drawings for review and approval prior to any fabrication.
- (b) Sample
 - (i) One (1) sample is required for flashing hammered metal finish and powder coat.
 - (ii) Contractor to submit sample for review and approval prior to any fabrication.
- (c) Metal Work
 - (i) Metal for flashing to be as dimensioned on the drawings. All metal to be galvanized after fabrication, sanded and powder coated. Colour to be black.
 - (ii) Outer flashing panels to have hammered metal finish.
 - (iii) Laser cut lettering per drawings.
 - (iv) Fasteners: Prefinished steel with fiberglass reinforced nylon head and soft neoprene washer, at exposed locations. Finish exposed fasteners to be same colour as flashing.
 - (v) Form sections true to shape, accurate in size, square, and free from distortion or defects. Hem exposed edges on underside 13mm; miter and seam corners and form Material with flat lock seam.
 - (vi) Seal all joints with clear silicone sealant.
 - (vii) Fabricate corners from one piece with minimum 450mm long legs; solder for rigidity, seal continuously with silicone sealant.

- (viii) Standard angles and plates, unless otherwise specified, all steel for new members shall conform to the requirements of CSA Standard CAN/CSA-G40.21-M87, Grade 300W.
- (ix) Welding consumables for all processes shall be certified by the manufacturer as complying with the requirements of the following specifications:
 - (x) Manual, shielded metal arc-welding (SMAW).
 - (xi) All electrodes for manual, shielded metal arc welding shall conform to CSA Standard CSA W48.1-M1991 classification number E7018 for single pass tack welds and CSA W48.3-M1982, classification numbers E8016-B1, E8016-C3, E8018-B1 or E8018-C3 for final welds.
 - (xii) Equipment: All equipment shall be of a type approved by the Contract Administrator and shall be kept in good working order.
- (d) Grout
 - (i) Grout shall be nonmetallic, nonshrink, Sternson M-Bed Standard Grout, or equal as accepted by the Contract Administrator.

E16.6 Custom Tree Grates

- (a) Tree Grates to be Urban Accessories, Style: Jamison 6'x6' square or approved equal in accordance with B7. Opening size to be per drawings. Material: Nickel Bronze, Raw finish.
- (b) Expansion joints per manufacturer spec.
- (c) Tree Grate Frame per manufacturer spec. Mounted to lean concrete unit paver base.
- (d) Shop Drawings
 - (i) Shop drawings are required for custom tree grates.
 - (ii) Drawings showing all sizes and dimensions, position and spacing of reinforcing, openings, connection details, layout plan, finishes, fasteners, and all other relevant information showing immediate adjacent materials for proper coordination shall be submitted to the Contract Administrator for review prior to fabrication. Five copies of all shall be provided.
 - (iii) Contractor to submit shop drawings for review and approval prior to any fabrication.
- (e) Root Protection
 - (i) Tree grates shall not touch or rest on existing tree roots. Verify finished grade of barrier curb and adjacent unit pavers to determine required tree grate opening.

E16.7 Etched Unit Pavers and Etched Boulders

- (a) Samples
 - (i) Samples are required for etched unit pavers and boulders. One sample of each.
 - (ii) Contractor to submit samples for review and approval prior to any fabrication.
- (b) Etchings to be laser cut according to drawings. Etchings shall be free from rough edges or debris.
- (c) Paint
 - (i) Boulders: etched letters to be painted white and sealed with clear coat.
 - (ii) Unit Pavers: etched letters and artwork to be painted black and sealed with clear coat.

E16.8 Interpretive Plaques

- (a) Shop Drawings
 - (i) Shop drawings are required for custom interpretive plaque mounting/anchoring.
 - (ii) Drawings showing all sizes and dimensions, position and spacing of reinforcing, openings, connection details, layout plan, finishes, all inserts, and all other relevant information showing immediate adjacent materials for proper coordination shall be submitted to the Contract Administrator for review prior to fabrication. Five copies of all shall be provided.

- (iii) Contractor to submit shop drawings for review and approval prior to any fabrication.
 - (b) Samples
 - (i) One (1) sample is required for cast bronze plaques.
 - (ii) Contractor to submit sample for review and approval prior to any fabrication.
 - (c) Plaques to be cast bronze
 - (i) Plaques sized 500mm diameter.
 - (ii) Polish finish all letters and artistic details or borders.
 - (iii) Paint background black, seal with clear coat.
 - (d) Plaques to be anchored to lean concrete unit paver base.
- E16.9 Waste Receptacle is to be Dumor 157-22-FTO or approved equal in accordance with B7. Colour is to be Black. Receptacle shall be located as indicated on Drawings.
- E16.10 Construction Methods
- E16.10.1 All Work is to be located and installed in accordance with the drawings using approved non-rusting, vandal resistant fasteners to ensure solid, durable, finished Work suitable for the purpose intended. Fasteners and assembly hardware shall be incidental to the Work.
- E16.10.2 All furnishings and fixtures to be installed plumb and true to correct elevations and location, as directed the Contract Administrator. The Contractor shall confirm proposed locations of all Site furnishings with Contract Administrator prior to installation.
- E16.10.3 All furnishings and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering, which will injure or distort fixture, is prohibited.
- E16.10.4 Custom Benches and Custom Sign Installation
- (a) Custom benches and Sign Installation shall be installed as per the drawings and shall be set plumb and level.
 - (b) Galvanized washers and/or neoprene spacers to be used as required to set benches level along their length.
 - (c) Except as otherwise specified herein, steelwork should be fabricated in accordance with the latest A.W.S. Specification D1.A and subsequent revisions. Fabrication shall be in accordance with the latest AASHTO specification and all subsequent revisions.
 - (d) No fabrication or welding of steelwork shall commence until permission to do so has been received from the Contract Administrator.
 - (e) The repair of any members damaged during fabrication shall be approved by the Contract Administrator.
 - (f) Shipping: Structural members shall be loaded in such a manner that they can be transported and unloaded at their destination without being excessively stressed, deformed or otherwise damaged.
 - (g) Hot-Dip Galvanizing: All items under this specification, except stainless steel fasteners shall be hot-dip galvanized. Hot-dip galvanizing of complete items shall be done after fabrication in accordance with CSA Standard G164-M1981 to a retention of 600 gm/m² unless noted otherwise. All metal surfaces to be galvanized shall be thoroughly cleaned of rust, rust scale, mill scale, dirt and other contaminants by commercial sand, grit or shot blasting and/or pickling prior to galvanizing. Heavy deposits of oil and grease shall be removed with solvents prior to blasting or pickling.
 - (h) Handling and Storage of Materials: Material to be stored shall be placed on skids above the ground. It shall be kept clean and properly drained. Long members shall be supported on skids placed near enough to prevent injury from deflection.
 - (i) Welding to Galvanized Metal: All Galvalloy repairs shall be made flush with adjacent metal.
 - (j) Drill and grout in concrete base as shown on drawings.

- (k) Timber bench anchor plates to be set over exposed anchor bolts and secured with stainless steel nuts.

E16.11 Cleaning

- (a) Upon completion remove all sawdust, scrap pieces of wood, metal or plastic lumber straps, and all other debris and legally dispose of off-site.

E16.12 Testing

- (a) All materials, welding procedures, shop drawings and steel Work fabrication will be inspected by the Contract Administrator to ascertain compliance with the Specifications and Drawings.
- (b) All welds will be visually inspected.
- (c) The Contract Administrator shall have access to all the fabricator's normal quality control records for this Contract.
- (d) Weld inspection will be carried out in accordance with the requirements of A.W.S. D1.1.
- (e) Welds that are found by any of the inspection methods to be inadequate and unsatisfactory shall be repaired in accordance with A.W.S. D1.1 and then re-tested. The cost of the repairs, and of the tests that reveal inadequate and unsatisfactory welds shall be paid for by the Contractor.
- (f) No repair shall be made until agreed to by the Contract Administrator.

E16.13 Method of Measurement and Basis of Payment

E16.13.1 Method of Measurement shall be as follows:

- (a) Site Furnishings shall be measured on a lump sum basis. The units to be paid for shall be the total number of units that are installed in accordance with this Specification and the Construction Drawings, and as acceptable to the Contract Administrator.
 - (i) Supply and Install Custom Accessible Wood Bench,
 - (ii) Supply and Install Custom Wood Bench,
 - (iii) Supply and Install Custom Sign Installation,
 - (iv) Supply and Install Sign Base Boulder,
 - (v) Supply and Install Custom Fountain Flashing,
 - (vi) Supply and Install Custom Tree Grates (2),
 - (vii) Unit Paver Etchings,
 - (viii) Supply and Install Interpretive Plaques (4),
 - (ix) Supply and Install Waste Receptacle (1).

E17. ETCHED BOULDERS AND SIGN BASE BOULDER

E17.1 Description

E17.1.1 This specification shall cover the installation of nine (9) etched boulders and one (1) sign base boulder as indicated on Drawings.

E17.1.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the Drawings and specifications.

E17.2 Materials

E17.2.1 Granular base shall be per Drawings.

E17.2.2 Geotextile shall be as per CW 3130.

E17.2.3 Granite boulder to be approved by Contract Administrator prior to purchase.

- (a) Boulders (9) for etchings:

- (i) Boulder to have flat surface on face, minimum 600 mm height x 700 mm width to accommodate etching.
 - (ii) Boulders to be approximately 800 mm wide x 800 mm depth x 1000 mm tall.
 - (iii) Boulders to be left organic in shape, not artificially shaped or polished.
- (b) Boulder (1) for sign base:
- (i) Boulder size to be approximately 2600mm wide x 1550mm depth x 1000mm tall.
 - (ii) Boulder to be left organic in shape, not artificially shaped or polished.
- (c) Contractor to coordinate with Contract Administrator to approve boulders in person, or
- (d) Submit photos that show the size of the boulders and area intended for etchings.

E17.3 Construction Methods

E17.3.1 The Contractor shall excavate for the base course, compact, install the geotextile, install the base granular and compact to 100% of proctor density.

E17.3.2 Granite boulder shall be approximately 150 mm buried.

E17.4 Cleaning as per D24

E17.5 Method of Measurement of Basis of Payment

E17.5.1 Method of Measurement shall be as follows:

- (a) Granite boulder shall be measured on a per item basis for:
- (i) "Supply and install etched interpretive boulders" on Form B: Prices, and
 - (ii) "Supply and install sign base boulder" on Form B: Prices.

E17.5.2 Basis of Payment shall be as follows:

- (a) Supply and installation of granite boulder and base for boulder will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator. Said payment shall be understood to include all items necessary and incidental to the supply and installation of the boulder including but not limited to excavation, compaction, geotextile and granular material.

E18. UNIT PAVING

E18.1 Description

E18.1.1 The specification shall supplement the latest version of Specifications CW 3310, CW 3325 and CW 3330.

E18.1.2 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 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) Excavation, supply and installation of concrete pavers on granular base for areas as indicated on the Drawing.

E18.1.3 Contract Administrator to approve Concrete Unit Pavers before installation commences.

E18.2 Materials

E18.2.1 Concrete Unit Pavers: Barkman 65mm Broadway Pavers or approved substitute. "Natural" and "Ash" Colours. Refer to drawings for pattern. Sizes to be: 600mm x 600mm x 65mm.

E18.2.2 Bedding sand shall be fine aggregate as specified in Section 5.3.1 of the latest version of CW 3310 and Section 5.2.3 of the latest version of CW 3330.

E18.2.3 Filler Sand shall have a maximum aggregate size of 2.5mm.

E18.2.4 Geotextile shall be as per CW 3130.

E18.3 Construction Methods

E18.3.1 Excavation

- (a) Excavation shall comply with the latest version of CW 3110.
- (b) The excavation shall not exceed beyond the specified limits of excavation. The limits of excavation shall be taken as a vertical plane 150mm beyond the limits of the proposed node, unless otherwise specified on the Drawings or in the Specifications for the Work.
- (c) The sub-grade shall be excavated to the minimum depth as shown on the drawings, unless otherwise directed by the Contract Administrator.

E18.3.2 Preparation of Sub-grade, Concrete Base and Bedding Sand

- (a) The construction of sub-grade shall be completed in accordance with the latest version of CW 3110 and to the depth as specified on the Drawings. Combigrid shall be placed after sub-grade excavation and compaction have taken place. It shall be installed as per manufacturer's specifications.
- (b) The granular base shall be placed to a minimum thickness of 200mm. The surface shall be smooth, true to line, grade and cross-section.
- (c) On top of the concrete base a 25mm layer of bedding sand shall be placed.
- (d) The bedding sand layer shall be spread and levelled so that the paving stones when installed are 5mm higher than the finished grade. No more sand shall be spread than can be covered in one day by paving stones. The bedding sand layer shall not be compacted prior to laying the paving stones.
- (e) The cost of supplying and placing the bedding sand shall be incidental to the installation of the paving stones.
- (f) No paving stones shall be placed until construction of the underlying layers has been approved by the Contract Administrator.

E18.3.3 Installation of Paving Stones

- (a) The paving stones shall be installed such that spaces between joints do not exceed 5mm. Spaces between paving stones shall be uniform and consistent while maintaining straight and true patterns.
- (b) If cutting of paving stones is required, the sawn or sheared edges shall be true, even and undamaged. Coloured mortar shall be used to fill small voids between blocks and existing concrete seating wall.
- (c) Paving stones shall be compacted into the sand layer using approved vibratory compactors until they are at the proper grade, uniformly level and free of any movement. Filler sand shall be Polymeric Sand and is to be swept into the joints until full.
- (d) The cost of supplying and placing filler sand shall be incidental to the installation of the paving stones.

E18.4 Cleaning

E18.4.1 Method of Measurement

- (a) Paving Stone will be measured on a square metre basis for:
 - (i) "Paving Stone" on Form B: Prices.

E18.4.2 Basis of Payment

Paving Stone will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E19. WOOD CHIPS

E19.1 Description

E19.1.1 This specification shall cover the supply and installation of Woodchip Mulch:

- (a) located around the etched boulders and unit paver circle, and
- (b) around the existing trees within the custom tree grates.

E19.2 Materials

E19.2.1 Woodchips

- (a) Natural. Clean bark or wood chip mulch with chips not less than 15mm nor larger than 75mm in size and not more than 20mm thick. Mulch is to be free of leaves, branches and other extraneous matter.

E19.3 Construction Methods

E19.3.1 Woodchip Surfacing around all areas shall include 100mm layer of compacted woodchips throughout.

E19.4 Cleaning as per D22.

E19.5 Method of Measurement and Basis of Payment

E19.5.1 Method of Measurement shall be as follows:

- (a) The supply and installation of Woodchips shall be measured on a per square metre basis for:
 - (i) "Supply and install wood chip mulch", on Form B: Prices.

E19.5.2 Basis of Payment shall be as follows:

- (a) The supply and installation of Woodchips will be paid for at the Contract Unit Prices as indicated on Form B: Prices. The amount to be paid for shall be the total number of units on Form B: Prices. The price shall be full payment for supplying all labour, equipment and materials, and performing all operation herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E20. SOIL AND SOD

E20.1 Description

E20.2 In addition to the current version of CW 3510 and CW 3540, this specification shall cover the supply and installation of new topsoil and sod over all graded areas.

E20.2.1 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the Drawings and specifications.

E20.3 Materials

E20.3.1 Topsoil to conform to current version of CW 3540.

E20.3.2 Sod to conform to current version of CW 3510.

E20.4 Construction Methods

E20.4.1 The Contractor shall install mineral sod and a minimum 75 mm compacted thickness of topsoil, as required, bringing up level of finished grade as necessary as per SD 243.

- E20.4.2 Areas to be sodded are to be laid out on Site and approved by the Contract Administrator before commencing Work. Work outside the limit approved by the Contract Administrator will not be measured and will not be paid for under this section but considered incidental to the Work. Such incidental items that will not be measured include but are not limited to topsoil and sod placed at the edge of new paving. Incidental Site restoration shall conform to the same Specifications.
- E20.4.3 Where new sod will meet existing, employ a vertical shearing operation, such as using a sharp spade or edger, along the outside edges of the excavation to create a clean and definite line for the new sod to abut flush to.
- E20.4.4 Thirty (30) day maintenance period on sod will commence at Total Performance and acceptance.
- E20.5 Cleaning as per D22.
- E20.6 Method of Measurement and Basis of Payment
- E20.6.1 Method of Measurement shall be as follows:
- (a) Soil and Sod will be measured on a square metre basis for:
 - (i) "Supply and Install Soil and Sod" on Form B: Prices.
- E20.6.2 Basis of Payment shall be as follows:
- (a) Soil and Sod will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
- E20.7 E16.3.4 Restoration shall be achieved using topsoil and sod unless otherwise directed by the Contract Administrator.

E21. CAST-IN-PLACE CONCRETE PAVEMENT

- E21.1 This specification shall cover the supply and installation of barrier concrete curbs.
- E21.2 Description
- E21.2.1 The specification shall supplement the current version of CW 3240 and SD-203A.
- E21.2.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the drawings and specifications.
- E21.3 Material
- E21.3.1 All material shall conform to current CW 3240 and all other applicable current City of Winnipeg Standard Construction Specifications, whether listed herein or not.
- E21.3.2 Granular limestone base is to be crushed stone or gravel having hard angular particles, free from clay lumps, cementation, organic material, frozen material or other deleterious materials.
- E21.4 Supply of Material and Equipment
- E21.4.1 The Contractor shall supply all materials and use equipment in accordance with the current version of CW 3240.
- E21.5 Construction Methods
- E21.5.1 Concrete curbs shall be installed as shown on drawings in accordance with the current version of CW 3240 and SD-203A.
- E21.6 Method of Measurement and Basis of Payment

E21.6.1 Method of Measurement shall be as follows:
(a) Cast in place concrete shall be measured on a linear basis for “Supply and Install Barrier Curbs” on Form B: Prices.

E21.6.2 Basis of Payment shall be as follows:
(a) Cast in place concrete will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E22. FOUNDATIONS

E22.1 General Description

E22.1.1 Waste Receptacles are to be set in concrete footings or piles to ensure stability and prevent frost heaving. The current Standard Construction Specifications of the City of Winnipeg, CW 2160 –latest revision - Concrete to be used in Underground Works, is to be utilized in the installation of the concrete works for all below ground components.

E22.2 Materials

E22.2.1 The specific concrete requirements shall be:
(a) Sulphate resistant, Type 50 Cement;
(b) 28 day compressive strength of 30 Mpa;
(c) Maximum aggregate size of 20mm, nominal;
(d) Slump 80 +/- 20mm;
(e) Maximum water/cement ratio 0.49.

E22.3 Installation

E22.3.1 All posts and supports shall be centred in the concrete footing such that there is a complete collar of concrete around each post and support. Where posts are not perfectly centered there should be a minimum of 2” concrete at any point around the post.

E22.3.2 All concrete footings shall be a minimum of 914mm (3’) depth.

E22.4 Method of Measurement and Basis of Payment

E22.4.1 Method of Measurement shall be as follows:
(a) Foundations shall be incidental to the measurement of waste receptacle and as shown on Form B: Prices.

E22.4.2 Basis of Payment shall be as follows:
(a) No separate payment shall be made of waste receptacle foundation.

E23. SURFACE RESTORATION

E23.1 Further to Section 3.3 of CW 1130, the Contractor shall temporarily repair any Work commenced and not completed in the 2018 construction season to the satisfaction of the Contract Administrator. The Contractor shall maintain the temporary repairs in a safe condition as determined by the Contract Administrator until permanent repairs are completed. The Contractor shall bear all costs associated with temporary repairs and their maintenance.

E23.2 Method of Measurement and Basis of Payment

(a) Any costs in connection with Surface Restoration Works are considered incidental and no payment shall be made.

E24. SITE CLEAN UP

- E24.1 The Contractor shall upon the completion of Work each day, load and dispose of all excess asphalt cuttings, spoiled concrete, reinforcing steel, granular and other material associated with the Works from the Work Site. The Contractor shall secure or remove all of his machinery and equipment at the end of each day from the immediate work site. The Contractor will not be permitted to store machinery, equipment, or materials on public roads overnight. Any costs in connection with the above mentioned Works are incidental.
- E24.2 Unless otherwise specified the Contractor shall restore all areas which have been disturbed by the Contractor's operations to as good as or better than original condition including removal of all construction debris, repair all vegetation, sod, concrete pavement, concrete curbs, concrete sidewalk and asphalt paving to remain etc. to the satisfaction of the Contract Administrator. Any costs incurred in connection with the above mentioned Work are incidental to unit prices bid under this contract.
- E24.3 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all tools, equipment, waste, debris and surplus foundation earth to the satisfaction of the Contract Administrator. Unless otherwise specified, the Contractor shall restore all areas of the Site beyond the established limit of Work, which have been disturbed by the Contractor's operations to as good as or better than the original condition to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this Work.
- E24.4 Method of Measurement and Basis of Payment
- (a) Any costs in connection with Site Cleanup Works are considered incidental and no payment shall be made.