

# THE CITY OF WINNIPEG

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 54-2015** 

PARK CITY WEST COMMUNITY CENTRE SITE UPGRADES

# **TABLE OF CONTENTS**

PART A - BID SUBMISSION	
Form A: Bid Form B: Prices	1
PART B - BIDDING PROCEDURES	
<ul> <li>B1. Contract Title</li> <li>B2. Submission Deadline</li> <li>B3. Site Investigation</li> <li>B4. Enquiries</li> <li>B5. Confidentiality</li> <li>B6. Addenda</li> <li>B7. Substitutes</li> <li>B8. Bid Components</li> <li>B9. Bid</li> <li>B10. Prices</li> <li>B11. Disclosure</li> <li>B12. Qualification</li> <li>B13. Opening of Bids and Release of Information</li> <li>B14. Irrevocable Bid</li> <li>B15. Withdrawal of Bids</li> <li>B16. Evaluation of Bids</li> <li>B17. Award of Contract</li> </ul>	1 1 1 1 1 2 2 3 4 4 4 5 6 6 6 6
PART C - GENERAL CONDITIONS	
C0. General Conditions	1
PART D - SUPPLEMENTAL CONDITIONS	
General D1. General Conditions D2. Scope of Work D3. Contract Administrator D4. Contractor's Supervisor D5. Ownership of Information, Confidentiality and Non Disclosure D6. Notices	1 1 1 1 1
Submissions D7. Authority to Carry on Business D8. Safe Work Plan D9. Insurance D10. Performance Security D11. Subcontractor List D12. Detailed Work Schedule	2 2 2 3 3 3
Schedule of Work D13. Commencement D14. Substantial Performance D15. Total Performance D16. Liquidated Damages D17. Scheduled Maintenance	4 4 5 5 5
Control of Work D18. Job Meetings D19. Prime Contractor – The Workplace Safety and Health Act (Manitoba) D20. The Workplace Safety and Health Act (Manitoba) – Qualifications	5 6 6
Measurement and Payment D21. Payment	6

<b>Warranty</b> D22. Warranty	6
Form H1: Performance Bond	7
Form H2: Irrevocable Standby Letter of Credit	9
Form J: Subcontractor List	11
Form L: Detailed Work Schedule	12
PART E - SPECIFICATIONS	
General	4
E1. Applicable Specifications and Drawings	1
E2. Hazardous Materials	1
E3. Site Condition	1
E4. Layout of Works E5. Protection Of The Survey Infrastructure	2 2
E6. Pedestrian Safety And Traffic Management	2
E7. Construction facilities and staging	3
E8. Surface Restorations	3
E9. Temporary Relocation of Affected Structures	3
E10. Truck Weight Limits	3
E11. Access	3
E12. Existing Underground Services	3
E13. Exposing Existing Underground Services and Utilities	4
E14. Existing Curb Stop Boxes	4
E15. Matching Existing Grades	4
E16. Damage to Existing Structures, Trees and Property	4
E17. Permits, Notices, Licences, Certifications, Laws, and Rules	5
E18. Site Enclosures	5
E19. Site Restoration	5
E20. Removals	6
E21. Earthwork and Rough Grading	8
E22. Land drainage Systems	10
E23. Asphalt Pathway	11 12
E24. Plexipave surfacing and plexicolor line painting E25. Concrete Sidewalk	13
E26. Interlocking Paving Stones	14
E27. Cast-In-Place Concrete	15
E28. Site Furniture	24
E29. Basketball hoop	25
E30. Play Equipment	26
E31. Protective Safety Surfacing and Sub-surface Drainage	29
E32. Chain Link Fence	32
E33. Planting Bed Preparation	32
E34. Plant Material	34
E35. Topsoil and Finish Grading	38
E36. Sodding	38
E37. Extended Maintenance	38
E38. Electrical Work	39

# **PART B - BIDDING PROCEDURES**

#### **B1.** CONTRACT TITLE

B1.1 PARK CITY WEST COMMUNITY CENTRE SITE UPGRADES

# **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 30, 2016.
- B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

# **B3.** SITE INVESTIGATION

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

#### **B4.** ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

#### **B5.** CONFIDENTIALITY

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
  - (a) was known to the Bidder before receipt hereof; or
  - (b) becomes publicly known other than through the Bidder; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

#### **B6.** ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <a href="http://www.winnipeg.ca/matmgt/">http://www.winnipeg.ca/matmgt/</a>
- B6.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.2.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 7 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

#### **B7.** SUBSTITUTES

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

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

#### **B8. BID COMPONENTS**

- B8.1 The Bid shall consist of the following components:
  - (a) Form A: Bid;
  - (b) Form B: Prices;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B8.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:

The City of Winnipeg Corporate Finance Department Materials Management Division 185 King Street, Main Floor Winnipeg, MB R3B 1J1

- B8.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B8.6 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B16.1(a).
- B8.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204 949-1178.
- B8.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B8.8.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

#### B9. BID

- B9.1 The Bidder shall complete Form A: Bid, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
  - (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 9 of Form A: Bid shall be signed in accordance with the following requirements:
  - (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
  - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B9.4.2 All signatures shall be original.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

### B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B11. DISCLOSURE**

B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full

disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

#### B11.2 The Persons are:

(a) N/A

# **B12. QUALIFICATION**

#### B12.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
  - (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <a href="http://www.winnipeg.ca/matmqt/debar.stm">http://www.winnipeg.ca/matmqt/debar.stm</a>
- B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
  - (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- B12.4 Further to B12.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractors has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
  - (a) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
  - (b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
  - (c) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <a href="http://www.winnipeg.ca/matmgt/">http://www.winnipeg.ca/matmgt/</a>.
- B12.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B12.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

#### **B13. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B13.1 Bids will not be opened publicly.
- B13.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <a href="http://www.winnipeg.ca/matmgt/bidopp.asp">http://www.winnipeg.ca/matmgt/bidopp.asp</a>
- B13.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <a href="http://www.winnipeg.ca/matmgt/">http://www.winnipeg.ca/matmgt/</a>
- B13.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

# **B14.** IRREVOCABLE BID

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 8 of Form A: Bid.
- B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 8 of Form A: Bid.

#### **B15. WITHDRAWAL OF BIDS**

- B15.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B15.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B15.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 9 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B15.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
  - (a) retain the Bid until after the Submission Deadline has elapsed;
  - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 9 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.
- B15.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B14.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

#### **B16.** EVALUATION OF BIDS

- B16.1 Award of the Contract shall be based on the following bid evaluation criteria:
  - (a) compliance by the Bidder with the requirements of the Bid Opportunity or acceptable deviation there from (pass/fail);

- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.
- B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B16.4 Further to B16.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices adjusted, if necessary, as follows:
  - (a) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder is within the budgetary provision for the Work, no adjustment will be made to the Total Bid Price; or
  - (b) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder exceeds the budgetary provision for the Work, the Total Bid Prices of all responsive Bids submitted by responsible and qualified Bidders will be adjusted by progressively deducting item(s) 38, 37, 36, 33, 35, and22 in the order listed, until a Total Bid Price within the budgetary provision is achieved.
- B16.4.1 Further to B16.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

# **B17.** AWARD OF CONTRACT

- B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:
  - (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B17.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B16.
- B17.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B17.4 Notwithstanding C4, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B17.5 The Contract, as defined in C1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

# **PART C - GENERAL CONDITIONS**

# CO. GENERAL CONDITIONS

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

# **PART D - SUPPLEMENTAL CONDITIONS**

#### **GENERAL**

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of land drainage improvements, asphalt paving, Plexipave on playing courts, concrete sidewalk with unit paving, concrete planter wall, playground equipment, site furniture, planting and lighting.

# D3. CONTRACT ADMINISTRATOR

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

Aaron Hirota

Senior Landscape Architect

Telephone No. 204 956-0396

Email ahirota@mcgowanrussell.com

- D3.2 At the pre-construction meeting, Mr. Hirota will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.
- D3.3 Bids Submissions must be submitted to the address in B8.5.

# D4. CONTRACTOR'S SUPERVISOR

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

#### D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
  - (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
  - (b) the Contract, all deliverables produced or developed; and
  - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

#### D6. NOTICES

D6.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor

shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

- D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the facsimile number identified in D3.1.
- D6.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg Chief Financial Officer

Facsimile No.: 204 949-1174

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

The City of Winnipeg Legal Services Department Attn: Director of Legal Services Facsimile No.: 204 947-9155

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

#### **SUBMISSIONS**

#### D7. AUTHORITY TO CARRY ON BUSINESS

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

# D8. SAFE WORK PLAN

- D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <a href="http://www.winnipeg.ca/matmgt/Safety/default.stm">http://www.winnipeg.ca/matmgt/Safety/default.stm</a>

# D9. INSURANCE

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
  - (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;

- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) all risks installation floater, carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.
- D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

#### D10. PERFORMANCE SECURITY

- D10.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
  - (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
  - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
  - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D10.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D10.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

#### D11. SUBCONTRACTOR LIST

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

## D12. DETAILED WORK SCHEDULE

- D12.1 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.
- D12.2 The detailed work schedule shall consist of the following:
  - (a) a critical path method (C.P.M.) schedule for the Work;

- (b) a Gantt chart for the Work based on the C.P.M. schedule;
- (c) a daily manpower schedule for the Work;
- all acceptable to the Contract Administrator.
- D12.3 Further to D12.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:
- D12.4 Further to D12.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.
- D12.5 Further to D12.2(c), the daily manpower schedule shall list the daily number of individuals on the Site for each trade.

  R3B 1L1

#### **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 inD8;
    - (iv) evidence of the insurance specified in D9;
    - (v) the performance security specified in D10;
    - (vi) the Subcontractor list specified in D11; and
    - (vii) the detailed work schedule specified in D12.
  - (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 Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

#### D14. SUBSTANTIAL PERFORMANCE

- D14.1 The Contractor shall achieve Substantial Performance within forty (40) consecutive Working Days of the commencement of the Work as specified in D13.
- 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 within forty five (45) consecutive Working Days of the commencement of the Work as specified in D13.
- 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 Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City one thousand dollars (\$1,000.00) per Working Day for each and every Working Day following the day fixed herein for Substantial 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 Substantial 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. SCHEDULED MAINTENANCE

- D17.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
  - (a) 30 day plant material maintenance as specified in E35;
  - (b) 30 day sod maintenance as specified in CW3510;
  - (c) 2 year Extended Maintenance as specified in E38;
- D17.2 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**

# D18. JOB MEETINGS

- D18.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D18.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

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

D19.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

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

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

# **MEASUREMENT AND PAYMENT**

# D21. PAYMENT

D21.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

#### **WARRANTY**

#### D22. WARRANTY

D22.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

# FORM H1: PERFORMANCE BOND

(See D10)

KNOV	V ALL MEN BY T	HESE PRESENTS THAT	
(herei	nafter called the	'Principal"), and	
	nafter called the ' Obligee"), in the s	'Surety"), are held and firmly bound unto <b>THE CITY OF WINNIPEG</b> (hereinafter cal um of	, Iled
		dollars (\$	)
sum t	he Principal and	hada to be paid to the Obligee, or its successors or assigns, for the payment of whathe Surety bind themselves, their heirs, executors, administrators, successors averally, firmly by these presents.	
WHE	REAS the Princip	al has entered into a written contract with the Obligee for	
BID O	PPORTUNITY N	O. 54-2015	
PARK	CITY WEST CO	MMUNITY CENTRE SITE UPGRADES	
which	is by reference r	nade part hereof and is hereinafter referred to as the "Contract".	
NOW	THEREFORE th	e condition of the above obligation is such that if the Principal shall:	
(a) (b) (c) (d) (e)	forth in the Coperform the Western make all the pain every other Contract; and indemnify and demands of eclaims, action Compensation performance of	perform the Contract and every part thereof in the manner and within the times ntract and in accordance with the terms and conditions specified in the Contract; ork in a good, proper, workmanlike manner; ayments whether to the Obligee or to others as therein provided; respect comply with the conditions and perform the covenants contained in save harmless the Obligee against and from all loss, costs, damages, claims, a very description as set forth in the Contract, and from all penalties, assessments for loss, damages or compensation whether arising under "The Work Act", or any other Act or otherwise arising out of or in any way connected with a roon-performance of the Contract or any part thereof during the term of the Contract of the period provided for therein;	the and nts, kers
		ION SHALL BE VOID, but otherwise shall remain in full force and effect. The Sur liable for a greater sum than the sum specified above.	rety
of any	kind or matter w	ECLARED AND AGREED that the Surety shall be liable as Principal, and that noth hatsoever that will not discharge the Principal shall operate as a discharge or relea, any law or usage relating to the liability of Sureties to the contrary notwithstandir	ase
IN WI	TNESS WHERE	OF the Principal and Surety have signed and sealed this bond the	
	day of	, 20	

SIGNED AND SEALED in the presence of:	(Name of Principal)	
	Per:	(Seal)
(Witness as to Principal if no seal)	Per:	
	(Name of Surety)	
	By: (Attorney-in-Fact)	(Seal)

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

(Date)	
The City of Winnipeg Legal Services Department 185 King Street, 3rd Floor Winnipeg MB R3B 1J1	
RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 54-2015	
PARK CITY WEST COMMUNITY CENTRE SITE UPGRADES	
Pursuant to the request of and for the account of our customer,	
(Name of Contractor)	,
(Address of Contractor)	
WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceed in the aggregate	eding
Canadian dol	 lars.
This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written der for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Cor the payment of monies only and we hereby agree that we shall honour your demand for payment wi inquiring whether you have a right as between yourself and our customer to make such demand and wi recognizing any claim of our customer or objection by the customer to payment by us.	Credit thout
The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that made.	
Partial drawings are permitted.	
We engage with you that all demands for payment made within the terms and currency of this Standby I of Credit will be duly honoured if presented to us at:	_etter
(Address)	
and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by	/ us.

All demands for i	navment shall s	specifically stat	e that they ar	re drawn under	this Standby	/ Letter of	Credit
All delilatida loi j	payment snan s	specifically stat	c iliai ilicy al	ie diawii diidei	tilis Stariuby	Letter or	Oreun.

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

(Date)			

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

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

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

(Name	of bank or financial institution)
Per:	
	(Authorized Signing Officer)
Per:	
	(Authorized Signing Officer)

# FORM J: SUBCONTRACTOR LIST

(See D11)

# PARK CITY WEST COMMUNITY CENTRE SITE UPGRADES

<u>Name</u>	Address
<u>riamo</u>	<u>/tdd/000</u>
	· · · · · · · · · · · · · · · · · · ·
	<del> </del>

# FORM L: DETAILED WORK SCHEDULE

(See D12)

# PARK CITY WEST COMMUNITY CENTRE SITE UPGRADES

Items of Work	each cumulative percentage to be completed will be achieved.					
tems of work	Percentage of Work Completed Start 25% 50% 75% 100%					
	Start	25%	50%	75%	100%	
		1				
		1				
		1				
		1				
		<del> </del>				
		-				
	1	1	1	I	l	

# **PART E - SPECIFICATIONS**

#### **GENERAL**

# E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

Drawing No. L0 L1.1	Drawing Name/Title Title Page & Removals Plan
	Layout and Planting Plan
L1.2	Tennis Court & Playground Layout
L1.3	Plaza Layout
L2.1	Grading & Servicing Plan
L2.2	Grading & Servicing Plan
L3.1	Details
L3.2	Details
L3.3	Details
SCD-119	Waste Receptacle Metal Slat Type
SCD-121A	Tache Bench Composite with Arms
SCD-121C	Tache Backless Bench Composite with Arms
SCD-154	Bilingual Park Sign with Address
SCD-648	Parkway Path Asphalt
SCD-650	Engineered Wood Fibre Safety Surfacing Drainage Diagram
SCD-659	Multi Flow Drainage
SCD-652	Park Light Base

# E2. HAZARDOUS MATERIALS

E2.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.

#### E3. SITE CONDITION

- E3.1 The Contractor shall examine the Site and make themselves familiar with the existing conditions (both above and below grade) and nature of Work to be done.
- E3.2 Surface and sub-surface conditions shown on the Drawings and included herein are provided for general information and variations there from shall not affect the terms of the Contract.
- E3.3 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.

#### E4. LAYOUT OF WORKS

- E4.1 The Contractor will Work from layout information provided in the construction drawings and will be responsible to provide a full time experienced survey crew to layout and continuously check the locations and elevations of <u>all</u> components and paving patterns of the Work included in this Contract.
- E4.2 The Contractor must provide all necessary survey equipment in good operating conditions.
- E4.3 The Contractor shall supply all materials (painting, stakes, ribbon, markers, etc) and labour necessary for the accurate location and setting out of the Work.
- E4.4 From time to time the Contract Administrator may have a survey crew on the Site, but they will check the Work done by the Contractor's survey personnel only. The checking of the Work by the City's surveyors will not relieve the Contractor of any responsibility of the correctness of the Work. Should any structure or paving or any part thereof be installed in any location other that that shown on the Drawings, then the error shall be rectified by the Contractor all at his own expense and at the satisfaction of, and in a manner specified by the Contract Administrator.
- E4.5 All costs associated with this item of Work shall be included in the unit prices bid for the supply and installation of the various items in the contract.

#### E5. PROTECTION OF THE SURVEY INFRASTRUCTURE

- E5.1 Notwithstanding clause 4 "Protection of Survey Bars" of the Standard Provisions; Current legislation, The Surveys Act, places the onus on those undertaking construction to protect the Survey Infrastructure from damage as a result of their activity.
- E5.2 Further to C:6.26 (g), at least 72 hours prior to the commencement of the On-Site Work the Contractor shall contact the City of Winnipeg, Geomatics Services Branch at 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.
- E5.3 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.
- E5.4 Survey monuments and geodetic control monuments at or adjacent to the Site, not in the line of the proposed construction that are damaged or disturbed by the Contractor shall be replaced or relocated by the City or its agent and all associated costs shall be paid for by the Contractor. An approximate estimate of the costs involved to restore a legal survey monument is \$1,000 per bar and \$3,000 per control monument. Contractors must ensure their landscaping and other subcontractors are aware of this clearance procedure and the potential restoration costs.
- Where possible, amounts owed to the City in accordance with the above will be deducted from any payments to be made by the City to the Contractor.

## E6. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT

- E6.1 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 is Working near them. Any damage caused by the negligence of the Contractor or his Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by him at his own expense, to the satisfaction of the Contract Administrator.
- E6.2 Ambulance/ Emergency vehicle access must be maintained at all times.

#### E7. CONSTRUCTION FACILITIES AND STAGING

E7.1 The Contactor shall be responsible for providing his own storage area for storage and handling of all his construction operations. The use of public right-of-ways will not be allowed.

#### E8. SURFACE RESTORATIONS

E8.1 The Contractor shall temporarily repair any Work commenced and not completed in the 2016 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.

# E9. TEMPORARY RELOCATION OF AFFECTED STRUCTURES

E9.1 The Contractor shall temporarily relocate any portable structure such as benches, waste receptacles, picnic benches, etc., which will interfere with the construction of the Work and are not identified as items to be relocated. The Contractor Administrator will identify the temporary locations for the portable structures. Following the completion of the applicable Work the Contractor shall replace the structures to the locations designated by the Contract Administrator. These relocations shall be considered incidental to the associated Works and no separate measurement for payment will be made.

#### E10. TRUCK WEIGHT LIMITS

E10.1 The City shall not pay for any portion of Material which results in the vehicle exceeding the maximum gross vehicle weight allowed under *The City of Winnipeg Traffic By-Law*, unless such vehicle is operating under special permit.

#### E11. ACCESS

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

# **E12. EXISTING UNDERGROUND SERVICES**

E12.1 The Contractor's attention is drawn to the existing underground lines or services that may be located in the area of the Work.

- E12.2 The Contractor shall take all necessary precautions when performing the Work to ensure that no damage is done to these existing services.
- E12.3 No responsibility will be assumed by the City for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface, shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.
- E12.4 All costs in connection with this item including location of the existing service, repairs to any existing services damaged by the construction operation, etc. shall be included in the unit prices bid for supply and installation of the items included under this Contract.
- E12.5 The Contractor will be required to make his own arrangements in connection with the temporary use of lighting, power, gas, sewer, water or other utilities, and pay all costs in connection therewith.
- E12.6 All necessary permits, fees and other like expenses as well as the cost of temporary connections to existing facilities shall be arranged and paid for by the Contractor.

#### E13. EXPOSING EXISTING UNDERGROUND SERVICES AND UTILITIES

- E13.1 The exact location and depth of some of the existing underground services and utilities within the project limits are unknown.
- E13.2 Therefore, the Contractor shall supply all labour, equipment and materials required to expose all underground services and/or utilities sufficiently far enough in advance of the proposed Works to permit the Contract Administrator where necessary, to adjust the alignment and grade to avoid existing lines and ducts.
- E13.3 All costs in connection with this item of Work shall be included in the unit price bid for the various bid items.

#### E14. EXISTING CURB STOP BOXES

- E14.1 During the removal and installation of the concrete sidewalk, and unit paving, the Contractor shall take all necessary precautions when Working in the vicinity of any existing curb stop boxes.
- E14.2 All existing curb stop boxes not in use as determined by the Contract Administrator shall be abandoned by removing existing curb stop boxes. All costs associated with the abandoning of curb stop boxes are incidental
- E14.3 Any existing curb boxes requiring final adjustments (horizontal and/or vertical) are incidental.
- E14.4 Any curb stop boxes damaged as a result of the Contractor's operation shall be replaced at his own cost.

#### E15. MATCHING EXISTING GRADES

E15.1 Wherever the proposed paving, or sod meets existing pathway/pavement, curb edge, or property line, the Contractor shall construct the proposed element to an acceptable grade, as directed by the Contract Administrator, to ensure that proper drainage and accessibility are maintained.

# E16. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY

E16.1 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing buildings, 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.

- E16.2 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing street 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 protected as approved by the Contract Administrator.
  - (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), 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.
- E16.3 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.
- E16.4 No separate measurement or payment will be made for the protection of trees.

#### E17. PERMITS, NOTICES, LICENCES, CERTIFICATIONS, LAWS, AND RULES

- E17.1 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.
- E17.2 The Site Development Permits (including lot grading and damage deposits) will be obtained and paid for by the City of Winnipeg Planning, Property and Development Department prior to commencement of construction. A copy of this permit will be provided to the Contractor upon award of Contract.
- E17.3 The Contractor shall comply with all laws, ordinances, rules, and regulations that would relate to the Works.

### E18. SITE ENCLOSURES

- E18.1 Temporary Site enclosures, as determined necessary at the pre-construction meeting, shall be erected and maintained as required for the duration of the construction period.
- E18.2 Site enclosures shall be considered incidental to the Contract Work.

# E19. SITE RESTORATION

E19.1 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.

# E20. REMOVALS

E20.1 Further to City of Winnipeg Specifications CW 3230, the Contractor shall sawcut and remove existing asphalt pathway, concrete, cementitious slabs, etc. as shown on the Drawings and as directed by the Contract Administrator. The removal shall include all existing asphalt surfaces and base material, where indicated on the drawings. All Work to be incidental to the unit prices bid for this Contract.

#### **DESCRIPTION**

- E20.2 This Specification shall cover the removal of and deliver or disposal of all existing Site elements, to build all Work as shown on the Drawings, including, but not limited to:
  - (a) Asphalt pathway and associated base material as required;
  - (b) Asphalt pathway surface material as required;
  - (c) Benches;
  - (d) Waste Receptacles;
  - (e) Wood bollards;
  - (f) Tennis court posts and foundations;
  - (g) Planting bed and plant material as required.
- E20.3 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work hereinafter specified.

# **EQUIPMENT**

E20.4 All equipment shall be of a type approved by the Contract Administrator and shall be kept in good Working order.

#### **CONSTRUCTION METHODS**

- E20.5 The Contractor shall restrict his activities strictly to within the limits of the Works, unless receiving prior written approval from the Contract Administrator.
- E20.6 Remove and dispose of milled asphaltic and cementitious materials as shown on the Drawings and as per CW3450.
- E20.7 Remove and deliver to City of Winnipeg existing waste receptacle(s) as shown on the Drawings. Fill holes from posts with clean material suitable for finished surface, compact to 98% SPD.
- E20.8 Remove and deliver existing bench(s) as shown on the Drawings. Fill holes from posts with clean material suitable for finished surface, compact to 98% SPD.
- E20.9 Remove and dispose of existing wood bollards as directed on Site by Contract Administrator. Fill holes from posts with clean material suitable for finished surface, compact to 98% SPD.
- E20.10 Remove and dispose of existing tennis posts and concrete bases as shown on the Drawings. Fill holes from posts with clean material suitable for finished surface, compact to 98% SPD.
- E20.11 Before the commencement of any Work the Contractor shall consult with the Contract Administrator as to which trees and/or shrubs shall be removed on Site. Trees to remain shall be protected against damage from all construction activity.

- E20.12 Remove and dispose of trees, shrubs and planting beds as shown on the Drawings including all root mass as per CW3010. Fill holes and low areas with clean material suitable for finished surface, compact to 98% SPD.
- E20.13 Before the commencement of any Work the Contractor shall consult with the Contract Administrator as to which wood post bollards shall be removed on Site.
- E20.14 The Contractor shall load and haul all removed material as shown on the Drawings from the Site and dispose of these materials legally at a dump located by the Contractor and approved by the Contract Administrator. Any materials dropped or spilled on any streets during the hauling operations shall be promptly cleaned up at the expense of the Contractor, to the satisfaction of the Contract Administrator. Materials indicated on the drawings shall be delivered to the designated City of Winnipeg storage depot.
- E20.15 The Contractor shall ensure that upon completion of the removal operations, the Site shall be left free of any hazardous depressions and in a neat condition.
- E20.16 If required and at locations directed by the Contract Administrator, the Contractor shall excavate, remove and dispose of unsuitable subgrade material and replace it with compacted granular material in accordance with Specification CW3110.
- E20.17 The Contractor shall dispose of all unsuitable and excess materials in accordance with Section 3.4 of CW 1130. Disposal is incidental to the unit prices bid.

#### MEASUREMENT AND PAYMENT

- E20.18 Removal of existing asphalt material will be measured and paid for at the contract unit price for "Remove and dispose of asphalt", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this specification.
- E20.19 Removal of existing asphalt pathway will be measured and paid for at the contract unit price for "Remove and dispose of asphalt pathway including base course", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this specification.
- E20.20 Removal and disposal of existing benches will be measured and paid for at the contract unit price for "Remove and deliver existing bench", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this specification.
- E20.21 Removal and delivery of existing waste receptacle will be measured and paid for at the contract unit price for "Remove and deliver of existing waste receptacle", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this specification.
- E20.22 Removal and disposal of existing tennis court posts and net including concrete foundation will be measured and paid for at the contract unit price for "Remove and dispose of tennis posts including foundation", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this specification.
- E20.23 Removal, of existing tennis court posts, foundation and net will be measured and paid for at the contract unit price for "Remove, tennis court posts and foundation", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this specification.
- E20.24 Removal and disposal of existing wood bollards will be measured and paid for at the contract unit price for "Remove and dispose of wood bollards", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this specification.

- E20.25 Removal and disposal of existing trees will be measured and paid for at the contract unit price for "Remove and dispose of existing tree including root mass", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this specification.
- E20.26 Removal and disposal of existing plant bed will be measured and paid for at the contract unit price for "Excavate, remove, and dispose of existing planting bed", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this specification.

#### E21. EARTHWORK AND ROUGH GRADING

#### **GENERAL**

- E21.1 This specification is supplemental to CW 3110 and CW 3170. The Work of this section comprises the furnishing of all labour, equipment and materials required to complete the excavation and related Work including, but not necessarily confined to, the following:
  - (a) Excavation, removals, disposal, subgrade compaction and rough grading of the existing Site for the construction of concrete sidewalk, unit paving, planting beds, etc. to the design requirements noted on the Drawings, approved on Site by the Contract Administrator, less the appropriate surface finish allowance.
  - (b) Stockpile suitable, approved material on Site for reuse (clean topsoil, clean earth fill and gravel fill). Remove and dispose of unsuitable material.
  - (c) Earthwork and Grading of the existing Site to the design elevations shown on the Drawings, less the appropriate surface finish allowance.
  - (d) Earthwork and Grading of the existing Site (cut and fill including compaction of subgrade and fill material) to ensure positive drainage in all paved areas, swales and adjacent sodded/seeded areas and planting beds.
  - (e) Supply and Install imported fill in areas as required to fill holes from excavation and ensure positive drainage.

# **MATERIALS**

E21.2 All fill materials shall conform to CW 3170 and the Geotechnical Investigation.

#### **CONSTRUCTION METHODS**

- E21.3 The Contractor shall construct all sub-grades in accordance with Specification CW 3110 and the Geotechnical Investigation, including removal of unsuitable excavated material and surplus materials.
- E21.4 The Contractor shall restrict his activities strictly to within the limits of the Work, unless receiving prior written approval from the Contract Administrator. The Contractor shall take all precautions to prevent damage to traffic structures, pole lines, existing trees, Site services and adjacent property and he shall be liable for any damages occurring in the performance of this Work.
- E21.5 The Contractor shall examine the Site and make themselves familiar with the existing conditions and the nature of the Work to be done.
- E21.6 The Contractor shall prevent damage to surface or underground utility lines which are to remain and make good any damages.
- E21.7 The Contractor shall excavate to the design grades shown less the appropriate allowance for surface treatment and base materials and shall excavate, remove and dispose of all unsuitable materials of whatever nature encountered.

- E21.8 Excavated or graded materials to be approved before use as fill for grading Work. Protect such approved material from contamination. Stockpile in approved locations on Site. Protection and stockpiling are incidental to unit prices bid for excavation, removals and rough grading.
- E21.9 The Contractor shall ensure that upon completion of the earthwork and grading operations the Site is left in a neat condition free from debris, etc. for approval by the Contract Administrator prior to placing base courses and clean fill.
- E21.10 The design gradient as shown on the Drawings shall be considered to be straight grade between the design elevations shown.
- E21.11 Construction to the new design grades shall be accomplished by the placement of clean fill in areas as indicated on the Drawings.

#### E21.12 Areas of Fill

- (a) Fill low areas in subgrade of paved areas with compacted gravel sub-base material compacted to 98% SPD. Cost incidental to unit price bid for excavation, removals and rough grading.
- (b) Fill low areas in sodded/planting bed areas with clean earth fill suitable for plant growth (from Site excavations or imported as required) free from roots, muskeg, organic or cohesive matter, building debris, waste materials, rubble, rubbish, frozen portions, soluble materials and rocks larger than 25mm (1") in diameter and capable of sustaining plant and seed growth. Compact to 95% SPD in 150mm (6") lifts.
- (c) Prior to placing fill over existing ground, scarify surface to depth of 150mm. Maintain fill and existing surface at approximately the same moisture content to facilitate bonding.
- (d) No direct payment will be made for placing and grading of existing fill as all costs for this Work shall be incidental to the unit price bid for excavation, removals and rough grading.
- E21.13 Compaction shall include the use of sheep's foot or other suitable compaction equipment as approved by the Contract Administrator to achieve a minimum compaction of 98% Standard Proctor Density below all paved areas and rock areas, and 95% Standard Proctor Density in all other areas disturbed under this Contract.
- E21.14 The Contractor shall construct the sub-grade surface to the following depths below the grades shown on the Drawings for each area:

(a) Asphalt pathway

Varies- refer to drawings

(b) Planting beds

900mm

- E21.15 The Contractor is advised that all excavations, removals, disposal, rough grading, compaction and related Work for construction of cast in place concrete, asphalt paving, and planting areas shall be measured as a square meter cost regardless of depth of excavation.
- E21.16 Following earth moving, rough grading and compaction the Work areas shall be fine graded to provide a maximum deviation of 50mm in 10 metres from the design grade with no low areas to hold water. The finished surface of all disturbed areas shall be dragged and smoothed in such a manner that there are no loose soil particles greater than 50mm in maximum dimensions. Fine grading is incidental to the unit prices bid for each item listed in the schedule of prices.
- E21.17 If required and at locations directed by the Contract Administrator, the Contractor shall excavate and remove unsuitable subgrade material and replace it with compacted granular material in accordance with Specification CW3110.

#### MEASUREMENT AND PAYMENT

E21.18 Rough grading will be measured and paid for at the contract unit price for "Rough grading", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this specification. The surface area to be paid for shall be the total number of square metres supplied in

accordance with the specifications and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator

# **E22. LAND DRAINAGE SYSTEMS**

#### DESCRIPTION

- E22.1 The Work of this section comprises the furnishing of all labour, equipment and materials required to complete the supply and installation of land drainage systems as shown on the drawings and as hereinafter specified, including, but not necessarily confined to the following:
  - (a) Excavation and trenching;
  - (b) Granular backfill and drainage material as required;
  - (c) Supply and installation of subsurface drain pipes as shown on the Drawings;
  - (d) Supply and Installation of catch pits where shown on the Drawings

#### **MATERIALS**

# Drainage Pipe

- E22.2 Drainage Pipe to be 375mm dia. City of Winnipeg approved subsurface drainage pipe.
- E22.3 Drainage Pipe to be 250mm dia. City of Winnipeg approved subsurface drainage pipe.
- E22.4 Planter Drainage Pipe to be 100mm dia. Perforated pipe or Multiflow system as per Section 32.3

#### Pipe Appurtenances

E22.5 Supply fittings for the specified drainage pipe including bends, caps, tees, elbows, and couplings.

#### Cement Patching Compound

E22.6 Supply cement patching compound in accordance with Section 2.1 of CW 2130.

#### Catch Pit

E22.7 Supply catch pit in accordance with Section 2.7 of CW 2130.

# **CONSTRUCTION METHODS**

#### Drainage Pipe

- E22.8 Drainage Pipe to be installed in accordance with CW 3120.
- E22.9 Planter drainage pipe to be installed in accordance Section 32.3

# Pipe Appurtenances

E22.10 Installation of fittings for the specified drainage pipe including bends, caps, tees, elbows, and couplings in accordance with section 3.5 of CW3120.

#### Catch Pit

E22.11 Installation of catch pit in accordance with Section 3.8 of CW 2130.

#### MEASUREMENT AND PAYMENT

E22.12 Drainage pipes and fittings shall be measured and payment made on a linear unit basis for "Supply and install 375mm dia. LDS pipe". The number to be paid shall be the total number of

- linear metre installed in accordance with the Drawings and Specifications and as measured and accepted by the Contract Administrator.
- E22.13 Drainage pipes and fittings shall be measured and payment made on a linear unit basis for "Supply and install 250mm dia. LDS pipe". The number to be paid shall be the total number of linear metre installed in accordance with the Drawings and Specifications and as measured and accepted by the Contract Administrator.
- E22.14 Catch pits shall be measured and payment made on a per unit basis for "Supply and install Catch pit". The number to be paid shall be the total number per unit item installed in accordance with the Drawings and Specifications and as measured and accepted by the Contract Administrator.

#### E23. ASPHALT PATHWAY

#### **DESCRIPTION**

- E23.1 Further to CW 3410 and CW 3110 the Work of this section comprises the furnishing of all labour, equipment and materials incidental and required to complete the construction of asphalt pathway as shown on the drawings and as hereinafter specified, including but not necessarily confined to:
  - (a) Construction of Asphalt Pathway, including supply and installation of granular base courses, asphalt base and wearing course.

# E23.2 MATERIALS

- (a) Subbase as per CW 3110.
- (b) Base course as per CW 3110
- (c) Asphalt to be Type 1A surface course asphalt.
- (d) Non-woven geotextile as per CW 3130

#### **CONSTRUCTION METHODS**

- E23.3 Base Course and Subbase
- E23.3.1 Contractor shall construct a compacted gravel base for asphalt pavement to depths as shown on the Construction Drawings in accordance with City of Winnipeg Specification CW 3110.

  Additional gravel shall be supplied and installed if necessary to attain proper subgrade elevations. Cost of constructing compacted gravel base shall be incidental to cost of 'Asphalt Pathway'
- E23.4 Asphalt Surface
- E23.4.1 Compacted asphaltic concrete surface shall be constructed in accordance with City of Winnipeg Specification CW 3410 and the Construction Drawings.

#### **ACCEPTANCE**

E23.4.2 Any Work not satisfactory as specified herein and as determined by the Contract Administrator shall be rectified by the Contractor. This process of inspection and correction shall continue until the Contract Administrator is satisfied that the Work is 100% complete and as per the construction drawings and specifications.

#### MEASUREMENT AND PAYMENT

E23.5 Asphalt Pathway shall be measured and payment made on the contract unit price per square meter for "Supply and install asphalt on existing base course". The area to be paid for shall be the total number of square metres placed in accordance with this Specification and the Construction Drawings, as determined by the Contract Administrator.

- E23.6 Asphalt Pathway shall be measured and payment made on the contract unit price per square meter for "Supply and install new compacted granular base course". The area to be paid for shall be the total number of square metres placed in accordance with this Specification and the Construction Drawings, as determined by the Contract Administrator.
- E23.7 Asphalt Pathway on new compacted granular base shall be measured and payment made on the contract unit price per square meter for "Supply and install asphalt pathway on new compacted granular base course". The area to be paid for shall be the total number of square metres placed in accordance with this Specification and the Construction Drawings, as determined by the Contract Administrator.

#### E24. PLEXIPAVE SURFACING AND PLEXICOLOR LINE PAINTING

#### DESCRIPTION

E24.1 The Work of this section comprises the furnishing of all labour, equipment and materials incidental and required to complete the supply and installation of the coating on the asphalt surface and the line painting of the court markers as shown on the Drawings.

#### E24.2 MATERIALS

- (a) Patching Mix (Court Patch Binder) for use in cracks, holes, depressions and other imperfections in the asphalt surface. This material will be used in accordance with the manufacturer's specifications with regards to sand sizes, prime coats and depth of depression, holes or cracks.
- (b) Crack filler: for use in fine cracks and for minor cosmetic thin repairs and fills prior to
- (c) 100% Acrylic Filler Course (Acrylic Resurfacer): The filler course shall be California Acrylic Resurfacer, or an approved equal, and consist of a 100% acrylic emulsion binder containing no vinyl constituent and no asbestos fillers. The product shall contain no less than 4% attapalgite and have a pigment volume concentration not to exceed 9.5%.

# Acrylic Color Playing Surface:

- (i) Job Mixed Fortified Plexipave, a field-mixed combination of California Products Corporation's Plexichrome and Plexipave Color Base, or approved equal, blended in accordance with the manufacturer's specifications, consisting of lightfast mineral oxide pigments and fillers uniformly dispersed in a non-oxiding 100% acrylic base.
- (ii) Court surfacing to be "Blue" colour.
- (iii) Basketball and tennis court line markings to be "White" colour
- (iv) Pickleball line markings to be "Yellow" colour

# **CONSTRUCTION METHODS**

- E24.2.1 Clean all asphalt surfaces of loose dirt, oil, grease, leaves and other debris in strict accordance with manufacturer's directions.
- E24.2.2 Clean all holes and cracks.
- E24.2.3 Depressions holding enough water to cover a five cent piece shall be filled with Court Patch binder mix. This step shall be accomplished prior to the squeegee draining. Define and mark all areas holding enough water to cover a nickel. Spread court patch binder mix true to grade using a straight edge for strike off. Steel trowel or wood float patch so that the texture matches the surrounding area. Never add water to the mix. Light misting on surfaces and edges to feather in allowed as needed to maintain workability. All areas should be allowed to dry thoroughly and cure.

- E24.2.4 Filler course shall be applied to the clean underlying surface in one application to obtain a total quantity of not less than 47.3 to 63.2 square metres per litre 915 to 20 square yards per gallon) based on the material prior to dilution. Acrylic Resurfacer may be used to precoat depressions and crack/hole repairs to achieve better planarity prior to filler course application.
- E24.2.5 Over a properly prepared surface of asphalt apply one coat of acrylic resurfacer according to the following mix:
  - Acrylic Resurfacer 208.2 litres (55 gallons)
  - Water 75.7 litres to 151.4 litres (20 to 40 gallons)
  - Sand 272.2 Kg. to 408.2 Kg (600 to 900 pounds)
- E24.2.6 Liquid Yield 424 litres to 522.4 litres (112 to 138 gallons)
  - (i) Mix the ingredients thoroughly using accepted mixing devices and use a 70 Durometer rubber blade squeegee to apply each coat of acrylic resurfacer as required.
  - (ii) Allow the application of acrylic resurfacer to dry thoroughly. Scrape off all edges and rough spots prior to the subsequent application of acrylic resurfacer or subsequent cushion or color surface system.

# MEASUREMENT AND PAYMENT

E24.3 Plexipave surfacing and Plexicolor line painting shall be measured and payment made on the contract unit price per square meter for "Supply and install Plexipave surface including court lines on asphalt court". The area to be paid for shall be the total number of square metres placed in accordance with this Specification and the Construction Drawings, as determined by the Contract Administrator.

# E25. CONCRETE SIDEWALK

#### **GENERAL**

E25.1 Further to City of Winnipeg Specification CW 3325 for Supply and Installation of Concrete Sidewalk, the work of this section comprises the furnishing of all labour, equipment and materials required to complete the supply and installation of reinforced concrete sidewalk.

### **MATERIALS**

- E25.2 All concrete as per CW 3325.
- E25.3 Reinforcing as per the drawings. All reinforcing to be epoxy coated.
- E25.4 Concrete sidewalk to be 150mm thick and reinforced as indicated on the drawings. Steel rebar reinforcement to be incidental to the unit price bid for concrete sidewalk.
- E25.5 150mm depth compacted granular base course as indicated on the drawings to be incidental to the unit price bid for concrete sidewalk.

# **CONSTRUCTION METHODS**

- E25.6 Blockouts for all paving bands in sidewalk to be constructed as per the Drawings. All forming is incidental to the unit price bid for concrete sidewalk.
- E25.7 All joints in sidewalk shall be sawcut as shown on the Drawings as directed by the Contract Administrator on Site.
- E25.8 The sidewalk shall be treated with a sealer immediately after pouring and initial set up.
- E25.9 Thickened edge of sidewalk will be incidental to the unit prices bid for concrete sidewalk.

E25.10 Doweling into existing concrete pavement will be incidental to the unit prices bid for concrete sidewalk.

#### FINISHING OF PAVEMENT

- E25.11 All pavement shall be finished by a speciality concrete finishing subcontractor.
- E25.12 The size of finishing crews shall be planned with due regard for the effects of concrete temperatures and atmospheric conditions on the rate of hardening of the concrete.

# MEASUREMENT AND PAYMENT

E25.13 Supply and installation of concrete sidewalk will be measured and paid for at the contract unit price per square meter for "Supply and install concrete sidewalk with blockouts", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this specification and as measured by the Contract Administrator.

# **E26. INTERLOCKING PAVING STONES**

# **DESCRIPTION**

- E26.1 Further to CW 3335 this Specification shall cover the:
  - (a) supply and installation of interlocking paving stones (unit pavers),
  - (b) supply and installation of sand setting bed,
- E26.2 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 and incidental to the satisfactory performance and completion of all Work as hereinafter specified.

# **MATERIALS**

- E26.3 Concrete interlocking paving stones (unit pavers) shall be, supplied by Barkman Concrete, contact August Wiens, phone 667-3310, as shown on the Drawings and as follows:
  - (a) Holland paver, Autumn brown colour 210mmx105mm

# E26.4 Sand:

- (a) Clean brick sand as joint filler.
- (b) Clean brick sand as minimum 13mm depth setting bed

# **CONSTRUCTION METHODS**

- E26.5 Interlocking paving stones shall be installed in block out in concrete base as per the Drawings.
- E26.6 Install sand setting bed for pavers as shown on the Drawings.
- E26.7 Contractor to verify the exact dimensions of pavers and panels prior to construction of block outs in concrete sidewalk.
  - (a) Install concrete base as specified on Drawings.
  - (b) Install sand bed to minimum 13mm depth as specified on Drawings. Adjust depth of pavers under areas to be re-levelled to ensure surface of pavers is flush with adjacent paving.
  - (c) Do not compact setting bed prior to installation of pavers.
  - (d) Spread only sufficient area which can be covered with pavers same day.
  - (e) Lay pavers on sand bed hand tight.

- (f) Remove adjacent pavers in bands as required to ensure that bricks do not require cutting on straight bands.
- (g) Where paving pattern is interrupted by vertical structural elements pavers must be sawcut and fit true and hand tight.
- (h) Commence installation of pavers against edge to obtain straightest possible course for installation.
- (i) Pavers shall be cut with a saw only, to obtain true even undamaged edges. Chipped pavers are unacceptable.
- (j) Crews shall Work on installed pavers, not on sand layer.
- (k) Spread and fine grade brick sand over paving surface and sweep into joints, in several directions. Sand is incidental to the price for supply and installation of pavers.
- Compact pavers with vibratory plate compactor having mass of at least 113kg.
   Compaction is incidental to the price for supply and installation of paving stone.
- (m) Sweep remaining sand over all paving areas and remove from Site.
- (n) Replace at no extra cost all whole or cut stones marked as unacceptable.
- (o) Remove cracked, chipped, broken or otherwise damaged paving materials from Site immediately.
- (p) Upon completion, clean in accordance with manufacturer's recommendations.

### MEASUREMENT AND PAYMENT

E26.8 Supply and installation of interlocking paving stones will be measured and paid for at the contract square metre price for "Supply and install unit pavers", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this specification and as measured by the Contract Administrator.

# E27. CAST-IN-PLACE CONCRETE

# DESCRIPTION

- E27.1 The Work of this section comprises the furnishing of all labour, equipment and materials required to complete the supply and installation of cast-in-place concrete as shown on the Drawings and as hereinafter specified, including, but not necessarily confined to the following:
  - (a) Excavation and compaction;
  - (b) Granular fill Work as required;
  - (c) Supply, erection and removal of all formwork as required;
  - (d) Design of concrete mixes;
  - (e) Supply and placing of reinforcing;
  - (f) Supply, placing and curing of concrete bases;
  - (g) Supply and installation of all joint material in concrete Work;
  - (h) Supply, placing, curing and finishing of concrete for concrete walls;
  - (i) Supply and Installation of compacted granular base courses not supplied by other sections;
  - (j) Clean-up.
- E27.2 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all things necessary for and incidental to the satisfactory performance and completion of all Works as hereinafter specified.

# **MATERIALS**

- E27.3 The Contractor shall be responsible for the supply, safe storage, and handling of all materials set forth in this Specification.
- E27.4 Handling and Storage of Materials
  - E27.4.1 All materials shall be handled and stored in a careful and workmanlike manner, to the satisfaction of the Contract Administrator. Storage of materials shall be in accordance with CSA Standard A23.1-04.
- E27.5 Testing and Approval
  - E27.5.1 All materials supplied under this Specification shall be subject to inspection and testing by the Contract Administrator or by the Testing Laboratory designated by the Contract Administrator. There shall be no charge to the City for any materials taken by the Contract Administrator for testing purposes.
  - E27.5.2 All materials shall be approved by the Contract Administrator at least seven (7) days before any construction is undertaken. If, in the opinion of the Contract Administrator, such materials in whole or in part, do not conform to the Specifications detailed herein or are found to be defective in manufacture or have become damaged in transit, storage, or handling operations, then such materials shall be rejected by the Contract Administrator and replaced by the Contractor at his own expense.

# E27.6 Patching Mortar

E27.6.1 The patching mortar shall be made of the same cementitious material and of approximately the same proportions as used for the concrete, except that the coarse aggregate shall be omitted and the mortar shall consist of not more than 1 part cement to 2 parts sand by damp loose volume. White Portland Cement shall be substituted for a part of the grey Portland Cement on exposed concrete in order to produce a colour matching the colour of the surrounding concrete, as determined by a trial patch. The quantity of mixing water shall be no more than necessary for handling and placing.

### E27.7 Cement

E27.7.1 Cement shall be Type HS or HSb, high-sulphate-resistant hydraulic cement, conforming to the requirements of CSA Standard A23.1-04

#### E27.8 Concrete

- E27.8.1 General
  - (a) Concrete repair material shall be compatible with the concrete substrate.
- E27.8.2 The Contractor shall be responsible for the design and performance of all concrete mixes supplied under this specification. Either ready mix concrete or proprietary repair mortars, where applicable, may be used having the following minimum properties in accordance with CSA A23.1-04:
  - (a) Class of Exposure: S-1
  - (b) Compressive Strength @ 56 days = 35 MPa
  - (c) Water / Cementing Materials Ratio = 0.4
  - (d) Air Content: Category 2 per Table 4 of CSA A23.1-04 (4-7%)
  - (e) Cement shall be as specified in E27.7
- E27.8.3 Mix design for ready mix concrete shall be submitted to Contract Administrator at least two weeks prior to concrete placing operations.

The City of Winnipeg Specifications
Bid Opportunity No. 54-2015 Page 17 of 41

Template Version: C320150806 - C LR

- E27.8.4 The workability of each concrete mix shall be consistent with the Contractor's placement operations. Self-compacting concrete may be used for the foundations.
- E27.8.5 Any proposed proprietary repair mortar shall be subject to the approval of the Contract Administrator and must meet or exceed the properties of the ready mix concrete.
- E27.8.6 The temperature of all types of concrete shall be between 15°C and 25°C at discharge. Temperature requirements for concrete containing silica fume shall be between 10°C and 18°C at discharge unless otherwise approved by the Contract Administrator.
- E27.8.7 Concrete materials susceptible to frost damage shall be protected from freezing

# E27.9 Aggregate

E27.9.1 The Contractor shall be responsible for testing the fine and coarse aggregates to establish conformance to these specifications, and the results of these tests shall be provided to the Contract Administrator if requested. All aggregates shall comply with CSA A23.1.

# E27.9.2 Coarse Aggregate

- (a) The maximum nominal size of coarse aggregate shall be sized to suit the Contractor's mix design. Gradation shall be in accordance with CSA A23.1, Table 11, Group 1. The coarse aggregate shall satisfy the Standard Requirements specified in CSA A23.1, Table 12, "Concrete Exposed to Freezing and Thawing".
- (b) Coarse aggregate shall consist of crushed stone or gravel or a combination thereof, having hard, strong, durable particles free from elongation, dust, shale, earth, vegetable matter or other injurious substances. Coarse aggregate shall be clean and free from alkali, organic or other deleterious matter; and shall have an absorption not exceeding 2.25%.
- (c) The aggregate retained on the 5 mm sieve shall consist of clean, hard, tough, durable, angular particles with a rough surface texture, and shall be free from organic material, adherent coatings of clay, clay balls, and excess of thin particles or any other extraneous material.
- (d) Coarse aggregate when tested for abrasion in accordance with ASTM C131 shall not have a loss greater than 30%.
  - (i) Tests of the coarse aggregate shall not exceed the limits for standard for requirements prescribed in CSA A23.1, Table 12, for concrete exposed to freezing and thawing.

# E27.9.3 Fine Aggregate

- (a) Fine aggregate shall meet the grading requirements of CSA A23.1, Table 10, Gradation FA1.
- (b) Fine aggregate shall consist of sand, stone, screenings, other inert materials with similar characteristics or a combination thereof, having clean, hard, strong, durable, uncoated grains free from injurious amounts of dust, lumps, shale, alkali, organic matter, loam, or other deleterious substances.
- (c) Tests of the fine aggregate shall not exceed the limits for standard requirements prescribed in CSA A23.1, Table 12

### E27.10 Cementing Materials

- (a) Cementing materials shall conform to the requirements of CSA A3001.
- (b) Silica Fume
  - (i) Should the Contractor choose to include silica fume in the concrete mix design, it shall not exceed 8% by mass of cement.
- (c) Fly Ash

- (i) Fly ash shall be Type C1 or Type F and shall not exceed 25% by mass of cement.
- (d) Cementitious materials shall be stored in a suitable weather-tight building that shall protect these materials from dampness and other destructive agents. Cementitious materials that have been stored for a length of time resulting in the hardening or formation of lumps shall not be used in the Work.

### E27.11 Admixtures

- E27.11.1 Air entraining admixtures shall conform to the requirements of ASTM C260.
- E27.11.2 Chemical admixtures shall conform to the requirements of ASTM C494 or C1017 for flowing concrete.
- E27.11.3 All admixtures shall be compatible with all other constituents. The addition of calcium chloride, accelerators, and air-reducing agents will not be permitted, unless otherwise approved by the Contract Administrator.
- E27.11.4 Appropriate low range water reducing and/or superplasticizing admixtures shall be used in concrete containing silica fume. Approved retarders or set controlling admixtures may be used for concrete containing silica fume.
- E27.11.5 An aminocarboxylate based migrating corrosion inhibitor admixture shall be used in concrete that will be used as a repair material that will either be in contact with or adjacent to reinforcing steel in existing concrete. Proposed admixtures shall be subject to the approval of the Contract Administrator.

#### E27.12 Water

E27.12.1 Water used for mixing concrete shall be clean and free from injurious amounts of oil, acid, alkali, organic matter, or other deleterious substances. It shall be equal to potable water in physical and chemical properties.

# E27.13 Concrete Supply

- E27.13.1 Concrete shall be proportioned, mixed, and delivered in accordance with the requirements of CSA A23.1, except that the transporting of ready mixed concrete in non-agitating equipment will not be permitted unless prior written approval is received from the Contract Administrator.
- E27.13.2 Unless otherwise directed by the Contract Administrator, the discharge of ready mixed concrete shall be completed within 120 minutes after the introduction of the mixing water to the cementing materials and aggregates.
- E27.13.3 The Contractor shall maintain all equipment used for handling and transporting the concrete in a clean condition and proper working order.

# E27.14 Reinforcing Steel

- E27.14.1 Reinforcing steel shall be deemed to include all reinforcing bars, tie-bars, and dowels.
- E27.14.2 Reinforcement shall be:
  - (a) placed in accordance with the details shown on the Drawings
  - (b) rigidly fastened together, and
  - (c) lowered into the bore intact before concrete is placed.
- E27.14.3 Spacers shall be utilized to properly locate the reinforcing steel cage in the bore.

# E27.15 Fibre Joint Filler

E27.15.1 Fibre joint filler shall be rot-proof and of the preformed, non-extruding, resilient-type, made with a bituminous fibre such as "Flexcell" expansion joint filler and shall

conform to the requirements of ASTM Standard D1751, or approved equal in accordance with B6.

# E27.16 Anti-Graffiti Coating

E27.16.1 Anti-graffiti coating shall be "Professional Water Sealant & Anti-Graffiti System" or approved equivalent in accordance with B7 by Contract Administrator.

# E27.17 Waterproofing Membrane

E27.17.1 Waterproofing membrane shall be "Sonoshield HLM 5000 R" or approved equivalent in accordance with B7 by the Contract Administrator.

# E27.18 Rigid Insulation

E27.18.1 Rigid foam insulation shall be 50mm thick 'Styrofoam' polystyrene insulation panel permitted for outdoor use or approved equivalent in accordance with B7 by the Contract Administrator.

# E27.19 Stainless Steel Pipe Coping

E27.19.1 Steel pipe to be cold rolled formed Schedule 40 tubular stainless steel 1.90 inch O.D. or approved equivalent in accordance with B7 by the Contract Administrator.

#### E27.20 Miscellaneous Materials

E27.20.1 Miscellaneous materials shall be of the type specified on the Drawings or approved equivalent in accordance with B7 by the Contract Administrator.

# CONSTRUCTION METHODS

# E27.21 Location and Alignment of Foundations

- E27.21.1 Foundation construction shall not commence until the Contractor has obtained clearance from the appropriate Utility Authorities.
- E27.21.2 Foundations shall be placed in the positions shown on the Drawings and as directed by the Contract Administrator in the field.
- E27.21.3 The deviation of the axis of any finished foundation shall not differ by more than 1 percent from the vertical.

# E27.22 Buried Utilities

- E27.22.1 The Contractor shall exercise extreme caution when constructing the foundations in the vicinity of existing buried utilities and buildings. The Drawings show the approximate locations of existing buried utilities. The Contractor shall be responsible for obtaining the exact location of the buried utilities from the appropriate Utility Authorities prior to installing the foundations.
- E27.22.2 The proposed locations of the foundations may be changed by the Contract Administrator if they interfere with the buried utilities.
- E27.22.3 The Contractor shall be responsible for all costs that may be incurred for repair/rectification of any damage caused to the existing buried utilities as a result of the Contractor's operations in constructing cast-in-place concrete foundations, as determined by the Contract Administrator.

# E27.23 Excavation

E27.23.1 The Contractor is responsible for determining the excavation method at each foundation location.

	E27.23.2	Excavations for foundations shall be made with equipment designed to remove a core of the diameter shown on the Drawings, or hydro-jet excavation to a depth to bypass and/or expose adjacent utilities.			
	E27.23.3	Upon reaching the required elevation, the bottom of the excavation shall be cleaned as directed by the Contract Administrator in the field.			
	E27.23.4	All excavated material from the foundations shall be promptly hauled away from the Site to an approved disposal area as located by the Contractor.			
	E27.23.5	Upon completion of the cleaning out of the bottom to the satisfaction of the Contract Administrator, the reinforcement and anchor bolts shall be set in place and the concrete poured immediately. Under no circumstances shall a hole be left to stand open after boring has been complete.			
E27.24	Sleeving				
	E27.24.1	Timber or steel sleeving shall be used to temporarily line the bore to prevent bulging or caving of the walls and to protect men at Work in the bore.			
	E27.24.2	The sleeving shall be designed by the Contractor and constructed to resist all forces that may tend to distort it.			
	E27.24.3	The sleeving shall be withdrawn as the concrete is placed in the bore. The sleeving shall extend at least 1 m below the top of the freshly deposited concrete at all times.			
	E27.24.4	The clearance between the face of the bore hole and the sleeving shall not exceed 75 mm.			
E27.25	Inspectio	n of Bores			
	E27.25.1	Concrete shall not be placed in a bore until the bore has been inspected and approved by the Contract Administrator.			
	E27.25.2	The Contractor shall have available suitable light for the inspection of each bore throughout its entire length.			
	E27.25.3	All improperly set sleeving, bore, or bottom shall be corrected to the satisfaction of the Contract Administrator.			
E27.26	Placing Reinforcing Steel				
	E27.26.1	Reinforcement shall be:			
	(a)	placed in accordance with the details shown on the Drawings			
	(b)	rigidly fastened together, and			
	(c)	lowered into the bore intact before concrete is placed.			
	E27.26.2	Spacers shall be utilized to properly locate the reinforcing steel cage in the bore.			
E27.27	Forms				
	E27.27.1	Forms for exposed surfaces that require an "rubbed finish" shall be made of good quality plywood, or approved equivalent in accordance with B7, or uniform thickness, with or without a form liner.			
	E27.27.2	Architectural concrete form liner shall be as specified on the Plans or approved equivalent in accordance with B7 as approved by the Contract Administrator.			
	E27.27.3	Permeable formwork liner shall be Drainoform, Zemdrail II, or approved equivalent in accordance with B7 as approved by the Contract Administrator.			
	E27.27.4	Formwork materials shall conform to CSA Standard CAN/CSA-A23.1, and American Concrete Publication SP:4, "Formwork for Concrete".			

- E27.27.5 No "stay-in-place" formwork or falsework is permitted.
- Form sheeting plywood to be covered with form liner or to be directly in contact with soil shall be exterior Douglas Fir, concrete form grade, conforming to CSA Standard O121-M1978, a minimum of 20 mm thick.
- E27.27.7 Where form liner is not being used, form sheeting shall be Douglas Fir, overlay form liner type conforming to CSA Standard O121-M1978. Approved manufacturers are "Evans" and "C-Z".
- E27.27.8 Boards used for formwork shall be fully seasoned and free from defects such as knots, warps, cracks, etc., which may mark the concrete surface.
- E27.27.9 No formwork accessories will be allowed to be left in place within 50 mm of the surface following form removal. Items to be left in place, must be made from a non-rusting material or galvanized steel; and they shall not stain, blemish, or spall the concrete surface for the life of the concrete.
- E27.27.10 Forms for exposed concrete surfaces that do not require a form liner may be either new plywood or steel as authorized by the Contract Administrator.
- E27.27.11 Studding shall be spruce or pine and shall have such dimensions and spacing that they shall withstand distortion from all the forces to which the forms will be subjected. Minimum dimensions shall be 50 mm x 150 mm.
- E27.27.12 Walers shall be spruce or pine, with minimum dimensions of 100 mm x 150 mm.
- E27.27.13 All forms are incidental to these Works and must be removed by the Contractor once adequate strength and curing of the concrete has been achieved.
- E27.27.14 The forms shall be sufficiently rigid to prevent lateral or vertical distortions from the loading environment to which they shall be subjected. Forms shall be set to the design grades, lines, and dimensions, as shown on the Drawings.

# E27.28 Placing Concrete

- E27.28.1 Care shall be taken to ensure that anchor bolts are vertically aligned and that anchor bolts and conduits are properly positioned prior to placement of concrete.
- E27.28.2 Concrete shall not have a free fall of more than 2.0 m and shall be placed so that the aggregates will not separate or segregate. The slump of the concrete shall not exceed 110 mm. The concrete shall be vibrated throughout the entire length of the foundation.
- E27.28.3 Concrete shall be placed to the elevations as shown on the Drawings. The top surface of the foundation shall be finished smooth and even with a hand float.
- E27.28.4 The shaft shall be free of water prior to placing of concrete. Concrete shall not be placed in or through water unless authorized by the Contract Administrator.

#### E27.29 Protection of Newly Placed Concrete

E27.29.1 Newly laid concrete threatened with damage by rain, snow, fog, or mist shall be protected with a tarpaulin or other approved means as per City of Winnipeg Specifications CW 3110 for concrete weather protection.

# E27.30 Construction Joints

E27.30.1 Construction joints shall be located only where shown on the Drawings or as otherwise approved in writing by the Contract Administrator. Construction joints shall be at right angles to the direction of the main reinforcing steel. All reinforcing steel shall be continuous across the joints. Bevelled shear keys, as shown on the Drawings or approved by the Contract Administrator, shall be provided at all joints.

- E27.30.2 In lieu of shear keys, the Contractor may roughen the surface as follows. The surface shall be rough, with minimum amplitude of 6 mm. Acceptable procedures to obtain this rough surface are as follows:
  - (a) By removing the mortar from between the larger aggregate particles with a water jet and soft brush when the concrete is in a semi-hardened state (green-cut).
  - (b) By first applying a chemical retarder to the surface and then removing the mortar from the larger aggregate particles with a water jet and brush.
- E27.30.3 The face of joints shall be cleaned of all laitance and dirt, after which the cementitious grout or an approved bonding agent shall be applied. Forms shall be retightened, and all reinforcing steel shall be thoroughly cleaned at the joint prior to concreting.

# E27.31 Curing Concrete

- E27.31.1 The top of the freshly finished concrete foundations shall be covered and kept moist by means of wet polyester blankets immediately following finishing operations and shall be maintained at above 10°C for at least seven (7) consecutive days thereafter.
- E27.31.2 After the finishing is completed, the surface shall be promptly covered with a minimum of a single layer of clean, damp polyester blanket.
- E27.31.3 Concrete shall be protected from the harmful effects of sunshine, drying winds, surface dripping or running water, vibration, and mechanical shock. Concrete shall be protected from freezing until at least twenty-four hours after the end of the curing period.
- E27.31.4 Changes in temperature of the concrete shall be uniform and gradual and shall not exceed 3° in one hour or 20° in twenty-four hours.

# E27.32 Form Removal

- E27.32.1 Forms shall not be removed for a period of at least 24 hours after the concrete has been placed. Removal of forms shall be done in a manner to avoid damage to, or spilling of, the concrete.
- E27.32.2 The minimum strength of concrete in place for safe removal of forms shall be 20 MPa.
- E27.32.3 Field-cured test specimens, representative of the in-place concrete being stripped, will be tested to verify the concrete strength.
- E27.32.4 Upon removal of forms and inspection of concrete all exposed concrete shall receive a sack rubbed finish.

# E27.33 Patching of Formed Surfaces

- E27.33.1 Immediately after forms around top of foundation have been removed, but before any repairing or surface finishing is started, the concrete surface shall be inspected by the Contract Administrator. Any repair of surface finishing started before this inspection may be rejected and required to be removed.
- E27.33.2 All formed concrete surfaces shall have bolts, ties, struts, and all other timber or metal parts not specifically required for construction purposes cut back fifty (50) mm from the surface before patching.
- Minor surface defects caused by honeycomb, air pockets greater than 5 mm in diameter, and voids left by strutting, and tie holes shall be repaired by removing the defective concrete to sound concrete, dampening the area to be patched and then applying patching mortar. A slurry grout consisting of water and cement, shall be well-brushed onto the area to be patched. When the slurry grout begins to lose the water sheen, the patching mortar shall be applied. It shall be struck-off slightly

higher than the surface and left for one hour before final finishing to permit initial shrinkage of the patching mortar and it shall be touched up until it is satisfactory to the Contract Administrator. The patch shall be cured as specified in this Specification, and the final colour shall match the surrounding concrete.

# E27.34 Cold Weather Concreting

E27.34.1 Protection of concrete shall be considered incidental to its placement. The temperature of the concrete shall be maintained at or above 10°C for a minimum of three (3) days or till the concrete has reached a minimum compressive strength of 20 MPa, by whatever means are necessary. Concrete damaged as a result of inadequate protection against weather conditions shall be removed and replaced by the Contractor at his own expense. Also, concrete allowed to freeze prior to the three (3) days will not be accepted for payment.

# E27.35 Waterproofing

E27.35.1 Waterproofing membrane shall be applied to all new concrete walls and curbs which will come into contact with planting soil, as identified on the drawings or by the Contract Administrator. The waterproofing membrane shall be roller applied according to manufactures specifications.

#### QUALITY CONTROL

- E27.36 All workmanship and all materials furnished and supplied under this Specification are subject to close and systematic inspection and testing by the Contract Administrator, including all operations from the selection and production of materials, through to final acceptance of the Work. The Contractor shall be wholly responsible for the control of all operations incidental thereto notwithstanding any inspection or approval that may have been previously given. The Contract Administrator reserves the right to reject any materials or Works that are not in accordance with the requirements of this Specification.
- E27.37 The Contractor shall be responsible for making a thorough inspection of materials to be supplied under this Contract. All material shall be free of surface imperfections and other defects.
- E27.38 The Contractor shall be responsible for providing digital surveyed as built drawings for the locations of all foundations and piles. The cost for surveying shall be incidental to the unit price bid.

# **CLEAN UP AND DAMAGE**

- E27.39 Immediately on completion of all piles and foundations Contractor shall remove from Site all equipment, timbers, shores, excavated material, unused concrete, rubbish, etc., caused by his operations, and leave the Site clean, level and ready for placing of grade beams.
- E27.40 This Contractor shall be responsible for making good all areas damaged by his operations in connection with this Contract regardless of the limits of the Contract as shown on the Drawings.

### MEASUREMENT AND PAYMENT

E27.41 Supply and installation of concrete wall will be measured and paid for at the contract unit price per meter for "Supply and install CIP concrete planter wall", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this specification and as measured on Site by the Contract Administrator.

#### E28. SITE FURNITURE

# **DESCRIPTION**

- E28.1 The Work of this section comprises the furnishing of all labour, equipment and materials required to complete the supply and installation of Site furniture as shown on the Drawings and as hereinafter specified, including, but not necessarily confined to the following:
  - (a) Supply and installation of park benches;
  - (b) Supply and installation of waste receptacles;
  - (c) Supply and installation of wood post bollard;
  - (d) Reinstallation of tennis court posts;
- E28.2 Store units in a protected location, immediately upon arrival on the Site.
- E28.3 Remove from Site any units which have been damaged during transportation and replace.

**PRODUCTS** 

E28.4 Waste receptacle to be expanded metal basket type as per City of Winnipeg detail SCD-119 as supplied by:

> City of Winnipeg Centralized Park Services 960 Thomas Ave. Winnipeg, Manitoba R2L 2B2 Ph: Marc Laurin (204) 479-5489 and/or

Ph: Todd Hendry (204) 479-4834

E28.5 Park Bench: Tache Bench Composite with Arms, direct bury, as per City of Winnipeg detail SCD-121A. Quantity: 6, as supplied by:

> City of Winnipeg Centralized Park Services 960 Thomas Ave. Winnipeg, Manitoba R2L 2B2

Ph: Marc Laurin (204) 479-5489 and/or Ph: Todd Hendry (204) 479-4834

E28.6 Park Bench: Tache Backless Bench Composite with Arms, surface mount, as per City of Winnipeg detail SCD-121C. Quantity: 2, as supplied by:

> City of Winnipeg Centralized Park Services 960 Thomas Ave. Winnipeg, Manitoba R2L 2B2

Ph: Marc Laurin (204) 479-5489 and/or

Ph: Todd Hendry (204) 479-4834

E28.6.1 Park Sign to be **Double sided Bilingual** Park Sign with address as per City of Winnipeg detail SCD-153. Park sign to have the following name and address: Park City West", "115 Rue Sanford Fleming Road". Sign supplied by:

> City of Winnipeg Centralized Park Services 960 Thomas Ave. Winnipeg, Manitoba R2L 2B2

Ph: Marc Laurin (204) 479-5489 and/or Ph: Todd Hendry (204) 479-4834

- E28.6.2 Tennis Posts to be Premier XS #63034SS 73mm (2 7/8") round, 8 gauge steel c/w stainless steel gears, black color c/w 610mm (24") aluminium ground sleeve (GS 24RD) #63171 manufactured by Douglas Tennis Systems or approved equal. Quantity: 4
- E28.7 Wood Post Bollard shall conform to CW specification SCD-105A. Bollards shall be removed and replaced where indicated by the Contract Administrator on Site prior to construction.

#### **CONSTRUCTION METHODS**

- E28.8 Install direct bury waste receptacle as per City of Winnipeg detail SCD-119.
- E28.9 Install direct bury park benches as per City of Winnipeg detail SCD-121A.
- E28.10 Install surface mount park benches as per City of Winnipeg detail SCD-121C
- E28.11 Install park sign as per City Of Winnipeg SCD-154
- E28.12 Install direct bury wood post bollard as per SCD 105A and as shown on the Drawings.
- E28.13 Tennis net posts foundations shall be installed as per E27.

#### MEASUREMENT AND PAYMENT

- E28.14 Park benches shall be measured and paid on a per unit basis for "Pick up and install park bench". The number to be paid shall be the total number of units installed in accordance with the Drawings and Specifications and as measured and accepted by the Contract Administrator.
- E28.15 Waste Receptacles shall be measured and paid on a per unit basis for "Pick up and install waste receptacle". The number to be paid shall be the total number of units installed in accordance with the Drawings and Specifications and as measured and accepted by the Contract Administrator.
- E28.16 Park Sign shall be measured and paid on a per unit basis for "Pick up and install park sign". The number to be paid shall be the total number of units installed in accordance with the Drawings and Specifications and as measured and accepted by the Contract Administrator.
- E28.17 Wood Bollard Posts shall be measured and paid on a per unit basis for "Supply and install Wood Post Bollard". The number to be paid shall be the total number of units installed in accordance with the Drawings and Specifications and as measured and accepted by the Contract Administrator.
- E28.18 Tennis court posts shall be measured and paid on a per unit basis for "Supply and install Tennis court posts". The number to be paid shall be the total number of units installed in accordance with the Drawings and Specifications and as measured and accepted by the Contract Administrator.

# E29. BASKETBALL HOOP

#### **DESCRIPTION**

E29.1 The Work of this section comprises the furnishing of all labour, equipment and materials incidental and required to complete the supply and installation of the basketball hoops, nets, support post, backboard, and concrete pile where indicated on the Drawings.

# **MATERIALS**

E29.2 Basketball hoop shall be Sportsplay single heavy duty basketball standards, product # 541-616, 114mm O.D. galvanized steel post, 1200mm extension, aluminium backboard, super goal (double rimmed) and chain net. Contact info:

Playgrounds-R-Us Contact: Michael Lacroix

250 Transport Road Winnipeg, Manitoba Canada R2C 2Z2 Ph: 204.632.7000

Or approved alternate in accordance with B7.

- E29.3 All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all parts and materials.
  - (a) Fasteners
    - (i) All hardware shall be tamper-proof in design and requiring special tools. It shall be either carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel. All necessary hardware and tools shall be provided.
  - (b) Finishes
    - (i) Finishes shall meet or exceed ASTM standards for hardness, adhesion, impact resistance. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating.
  - (c) Concrete Foundations
    - (i) Shall be as per E27

# **CONSTRUCTION METHODS**

- E29.3.2 Basketball standards shall be installed according to manufacturer's specifications.
- E29.3.3 Concrete pile bases and reinforcement are incidental to pole installation and shall be included in price.
- E29.3.4 All equipment to be installed plumb and true to correct elevations and location, as directed by the Contract Administrator. The Contractor shall confirm proposed locations of all equipment with Contract Administrator prior to installation.
- E29.3.5 All equipment to be carefully handled so that no parts will be bent, broken, or otherwise damaged. Contractor is responsible for replacing any damaged furnishings, prior to installation, at no cost to the City.

# MEASUREMENT AND PAYMENT

E29.4 Basketball hoops shall be measured and payment made on the contract unit price per item for "Supply and install basketball pole, backboard and hoop". The unit price to be paid shall be the total number of items placed in accordance with this Specification and the Construction Drawings, as determined by the Contract Administrator.

# E30. PLAY EQUIPMENT

#### **DESCRIPTION**

E30.1 The Work of this section comprises the furnishing of all labour, equipment and materials incidental and required to complete the supply and installation of play equipment where indicated on the Drawings and as specified herein.

### **MATERIALS**

E30.2 The spring rider shall be Landscape Structures Single Bobble Rider Model #164074 color: leaf as supplied by:

Playgrounds-R-Us 250 Transport Road Winnipeg MB Ph. 932-7000

Contact: Michael Lacroix

Or approved alternate in accordance with B7.

E30.3 The Starburst climber shall be Landscape Structures Model #158426 freestanding single starburst climber, Post color: red, Climber color: leaf as supplied by:

Playgrounds-R-Us 250 Transport Road Winnipeg MB Ph. 932-7000

Contact: Michael Lacroix

Or approved alternate in accordance with B7.

E30.4 The saddle spinner shall be Landscape Structures Model #152179 freestanding 12" Saddle Spinner, Post color: red, Seat color: leaf as supplied by:

Playgrounds-R-Us 250 Transport Road Winnipeg MB Ph. 932-7000

Contact: Michael Lacroix

Or approved alternate in accordance with B7.

E30.5 The toddler swing shall be Landscape Structures Single Toddler Swing Model #177340 7' high arch tot swing set, color: red. Seats shall be full bucket seat with chains Model #176038. Supplied by:

Playgrounds-R-Us 250 Transport Road Winnipeg MB Ph. 932-7000

Contact: Michael Lacroix

Or approved alternate in accordance with B7.

# E30.6 Posts / Caps

- (a) All posts shall be a minimum 5" O.D. round or 4" square tubing.
- (b) 3.5" O.D. round or 3.0" square tubing will be permitted in circumstances where a multideck structure has decks of varied heights which are all under 4', or for structures with 2 decks or less.
- (c) All posts shall be fabricated from either aluminum (0.125" min. wall thickness) or galvanized steel (0.120" min. wall thickness) tubing. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating. The bottom end of the posts is to be sealed with a moisture barrier. The bottoms of all posts must have drain holes to allow moisture to escape.
- (d) Top caps shall be made of steel construction and shall be factory installed and secured in place with tamper proof, self-sealing rivets. Plastic top caps will be accepted if made of solid construction (hollow caps not accepted).
- (e) If painted colour is a feature of posts and top caps, it shall be a baked-on polyester powder coating. The powder coating finish shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance.

# E30.7 Decks (if applicable)

(a) All decks shall be manufactured from vinyl-coated perforated steel or a steel core composite. Deck heights may vary to a maximum height of 6'.

# E30.8 Clamping System

(a) All deck, rail and play component clamping systems shall be fabricated from zinc plated, galvanized steel, stainless steel or aluminum. Tamper proof, corrosion resistant fasteners shall be used to retain clamping systems.

# E30.9 Handrails, Safety Rails and Handloops (if applicable)

- (a) (i) All handrails, safety rails and hand-loops shall be fabricated using a minimum of 15/16" (24mm) O.D. with .120" wall thickness steel tubing. After all fabrication activities have occurred including end cuts, drill holes, bends and weld joints, all components shall be hot dipped galvanized.
- (b) Smooth all cut edges and weld joints prior to hot dip galvanizing and ensure that all tubing is free from burrs, cracks, defects and other imperfections.

#### E30.10 Hardware

- (a) All fasteners shall be socketed and tamper proof in design, and either carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel.
- (b) All necessary hardware shall be provided.

# E30.11 Poly Components

- (a) Poly components such as slides and hoods shall be fabricated from U.V. stabilized, rotationally molded linear low-density polyethylene.
- (b) Poly components such as play panels shall be fabricated from compression molded solid colour, U.V. stabilized, high-density polyethylene.

# E30.12 Slides (if applicable)

- (a) Stainless steel is preferred for slide beds, although a plastic slide may be used if there is also a steel slide on the other side. North or east orientation preferred.
- E30.13 Each play structure shall have kick plates and hand loops as required to meet the most recent Canadian Standards Association Standards.

#### CONSTRUCTION METHODS

- E30.14 Play equipment shall be installed as per manufacturer's specifications and in accordance with the most recent Canadian Standards Association Standard.
- E30.15 The method of installation for the Play Equipment on these Sites shall be in-ground mount.
- E30.16 All posts and other vertical items shall be plumb and true to vertical, if so designed.
- E30.17 All decks shall be level, if so designed.
- E30.18 Independent Components

# E30.18.1 General Description

- (a) The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the specifications.
- (b) This specification shall cover the supply and installation of Independent Components as specified herein.

# E30.18.2 Materials

- (a) All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all parts and materials.
- (b) There shall be a minimum (or no) amount of hollow plastic components. Solid plastic is acceptable.
- (c) There shall be a minimum amount of solid elements which limit visibility through the Site.

### (d) Fasteners

(i) All hardware shall be tamper-proof in design and requiring special tools. It shall be either carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel. All necessary hardware and tools shall be provided.

# (e) Finishes

- (i) Finishes shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating.
- (f) Concrete Foundations
  - (i) Shall be as per E27

#### MEASUREMENT AND PAYMENT

E30.19 Play Equipment will be paid for at the Contract Unit Prices. The amount to be paid for shall be per unit item including any independents, 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.

# E31. PROTECTIVE SAFETY SURFACING AND SUB-SURFACE DRAINAGE

#### GENERAL DESCRIPTION

- E31.1 This specification shall cover the supply and install of wood fibre safety surfacing, gravel drainage base and associated sub-surface drainage.
- E31.2 Wood Fibre Surfacing
- E31.2.1 Description
  - (a) This specification shall cover the supply and installation of Wood Fibre Surfacing to drain externally as per Drawing SCD 650.
  - (b) This specification shall cover the supply and installation of Multi-Flow Drainage and outflow as per Drawing SCD-659.

# E31.2.2 Materials

- (a) Wood Fibre product shall be either Zeager Woodcarpet or Fibar FibarSystem 200 or 300 products or substitute in accordance with B6.
  - (i) Contact for Woodcarpet:

Zeagar Bros. Inc.

4000 East Harrisburg Pike ·

Middletown, PA 17057 USA

Ph: (1-888) 346-8524 or (717) 944-7481 ·

Fax (717) 944-7681

sales@zeager.com

(ii) Contact for FibarSystem 200 or 300:

The Fibar Group LLC

80 Business Park Drive, Suite 300

Armonk, NY 10504-1705 USA

Ph: (800) 342-2721 Fax: (914) 273-8659

info@FibarPlaygrounds.com

(b) Wood Fibre surfacing shall include wood fibre, filter cloth, subsurface drainage system and mats under the ends of slides.

- (c) Granular base for below engineered wood safety surfacing to be 19 mm diameter, clean crushed limestone regardless of which wood fibre product is used.
- (d) Geotextile/Filter Fabric to be product supplied by engineered safety surfacing manufacturer or in accordance with section B7 Substitutes.

#### E31.2.3 Construction Methods

- (a) Wood Fibre shall be installed within the play areas, as defined by the concrete edging to a minimum depth of 300 mm (after compaction). In the case where proposed play equipment includes a maximum fall height greater than 2.4m (8'), depth of material to directly correspond to maximum fall height of play equipment in accordance with manufacturer's specifications.
- (b) The installation of the Wood Fibre shall be done immediately after the play equipment has been installed.
- (c) Installation of entire system, including fibre, filter cloth, subsurface drainage and mats under swings shall be done according manufacturer's instructions. Adequate drainage within play equipment area must be ensured as per same.
- (d) Subsurface drainage lines shall be graded to drain to the weep holes where indicated on the Drawings. The cost for the underground drainage line, gravel base and surface repairs shall be included in the price for the wood fibre supply and installation.
- (e) Installation shall be done by equipment sized to suit the Work being done and the Wood Fibre shall be spread by hand as necessary in the immediate vicinity of the play equipment so as not to damage same. The play equipment shall be swept clean to the satisfaction of the Contract Administrator after installation of the Wood Fibre.

# E31.3 Sub-Surface Drainage

# E31.3.1 Description

(a) This Work shall consist of providing and placing a geo-composite prefabricated drain system as required in the design submission and as described on the drawings and herein. Drainage system shall be installed in accordance with these specifications and in close conformity with the locations and dimensions as shown on the plans or specified by the Contract Administrator. The quantities of drain as shown may be increased or decreased at the direction of the Contract Administrator based on actual Site conditions that occur during construction of the project. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the Work.

# E31.3.2 Material

- (a) Drainage pipe shall be Multi-Flow, or 100 mm perforated pvc pipe or approved substitute in accordance with B7. If Multi-Flow pipe use 150 mm (6") wide strips. The manufacturer will size and approve all fittings for use with Multi-Flow or approved substitute drainage pipe. . The Multi-Flow pipe may be installed horizontally.
- (b) The drain conduit shall be of flexible, prefabricated, rounded rectangular shaped, composite product. The drain conduit will be wrapped with a non-woven geotextile and will be a non-woven needle-punched construction and consist of long-chain polymeric fibres composed of polypropylene, polyethylene or polyamide. The fibres will be oriented into a multi-directional stable network whereby they retain their positions relative with each other and allow the passage of water as specified. The fabric will be free of any chemical treatment or coating, which reduces permeability and will be inert to chemical commonly found in soil. The geotextile will conform to the following minimum average roll values.

Weight	ASTM D-3776	3.0 - 4.0
Tensile Strength	ASTM D-4632	100 - 130
Elongation %	ASTM D-4632	50 - 70
Puncture, lb	ASTM D-751	35 - 60

Mullen Burst, psi	ASTM D-3786	110 - 215
Trapezoidal Tear, lb	ASTM D-4533	40 - 42
Coefficient of Permeability	ASTM D-4491	.24 cm/sec
Flow Rate, gpm/ft2	ASTM D-4491	100 - 140
Permittivity, 1/sec	ASTM D-4491	1.3 – 2.0
Apparent Opening Size	ASTM D-4751	60/70 Max. US Std
		Sieve Opening
Seam Strength, lb/ft	ASTM D-4595	100
Fungus	ASTM G-21	No Growth

(c) The drainage core shall be made of a high-density polyethylene. The core shall be constructed using interconnected corrugated pipes that define and provide the flow channels and structural integrity of the drain. The geotextile shall function only as a filter. The core of the edge drain shall conform to the following physical property requirements.

Thickness, inches	ASTM D-1777	1.0
Flow Rate, gpm/ft*	ASTM D-4716	29
Compressive Strength, psf	ASTM D-1621 (modified	6000
	sand method)	
Pipe Stiffness, pii	ASTM D-2412	100

<sup>\*</sup> At gradient = 0.1, pressure = 10 psi for 100 hours.

# (d) Fittings

(i) (i) The fittings used with the edge drain shall be of a snap together design. In no case shall any drainage product be joined without the use of the manufacturers connector designed specifically for the purpose. Cleanouts will be provided as indicated on the drawing.

# E31.3.3 Backfill for Trenches

(a) Backfill will be coarse sand whose particle size is defined as less than 5% retained on a # 10 screen and less than 5% passing through a # 30 (US Std Sieve) In no case will more than 1% pass a # 60 screen.

### E31.3.4 Methods

- (a) The layout of the sub-drain is to be marked on Site and approved by the Contract Administrator. Trenches shall be a min. 150mm in width. The trenches are to be installed to drain the water as indicated on the Drawings.
- (b) Sub-drain is to be laid on the prepared surface to facilitate cross movement of water. Sub-drain shall be installed below geotextile and in conformance with details provided. The sub-drain shall be sloped minimum 1.5% to provide adequate drainage and prevent water from ponding within enclosed area.
- (c) Contractor is to protect sub-drain from excessive weight during the duration of construction and to repair and make good any pipe collapsed prior to acceptance.
- (d) Fittings for the drain will be installed in accordance with the manufacturer's recommendations and Specification.

### MEASUREMENT AND PAYMENT

E31.4 Protective surfacing and sub-surface drainage shall be measured and payment made on the contract unit price per square metre basis for "Supply and Install protective safety surfacing and subsurface drainage" as indicated on Form B Prices. The area to be paid for shall be the total number of square metres placed in accordance with this Specification and the Construction Drawings, as determined by the Contract Administrator.

# E32. CHAIN LINK FENCE

# **DESCRIPTION**

- E32.1 Further to City of Winnipeg Specification CW 3350 for Chain link and Drift Control Fence the Work of this section comprises the furnishing of all labour, equipment and materials required to complete the supply and installation of chain link fence as shown on the drawings and as hereinafter specified, including, but not necessarily confined to the following:
  - (a) Excavation and auguring for concrete piles;
  - (b) Granular backfill as required;
  - (c) Supply and installation of concrete piles
  - (d) Supply and installation of all line posts, terminal posts as required;
  - (e) Removal and reinstallation of gates and associated hardware;
  - (f) Removal and reinstallation of fence fabric as required;

# **MATERIALS**

- E32.2 All materials to conform to CW 3550
- E32.3 Salvaged chain link fabric to be approved salvaged on Site material.
- E32.4 Salvaged posts to be approved salvaged posts cut to length for reinstallation.

#### **CONSTRUCTION METHODS**

- E32.5 Contractor to remove, salvage and reinstall salvaged chain link fabric as directed on Site by Contract Administrator and as per CW 3550.
- E32.6 Contractor to relocate gate as per the drawings.
- E32.7 The contractor shall install chain link fence, fence fabric, posts, and associated hardware as per City of Winnipeg specification CW 3550
- E32.8 All equipment to be installed plumb and true to correct elevations and location, as directed by the Contract Administrator. The Contractor shall confirm proposed locations of all equipment with Contract Administrator prior to installation.

# METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- E32.9 Chain link fencing shall be measured and payment made on a linear unit basis for "Remove, Salvage and Reinstall chain link fence". The number to be paid shall be the total number of units salvaged and reinstalled in accordance with the Drawings and Specifications and as measure and accepted by the Contract Administrator.
- E32.10 Gates shall be measured and payment made based on a per unit basis for "Remove and Reinstall gates". The number to be paid shall be the total number of installed units in accordance with the Drawings and Specifications and as measure and accepted by the Contract Administrator.

# E33. PLANTING BED PREPARATION

# **DESCRIPTION**

- E33.1 The following list generally describes the scope of this Section:
  - (a) Cultivate subsoil;
  - (b) Supply and install planting soil;
  - (c) Supply and install subsurface drain pipe;

- (d) Supply and install wood chip mulch.
- E33.2 Submit to the Contract Administrator samples of the following materials:

(a) Planting soil mixture: 1 kg(b) Wood chip mulch: 500 g

#### **MATERIALS**

- E33.3 Planting Soil: For mix imported topsoil with 20% peat moss loose by volume, and 5% sand loose by volume. Incorporate bone meal into planting soil at rate of 5 lbs /cu.yd. of soil mixture. Planting soil items to be comprised as follows:
  - (a) Peat moss: horticultural grade Class "A" decomposed plant material, fairly elastic and homogeneous. Free of decomposed colloidal residue, weed, sulphur and iron. To have pH value of 5.9 to 7.0, 60% organic matter by weight, moisture content not exceeding 15% and water absorption capacity of not less than 300% by weight on oven dry basis.
  - (b) Bone meal: shall be raw bone meal, finely ground with a minimum analysis of 3% nitrogen and 20% phosphoric acid.
  - (c) Imported topsoil: natural, fertile, agricultural soil typical of locality, capable of sustaining vigorous plant growth, from well drained Site that is free of flooding, not in frozen or muddy condition, not less than 6% organic matter to a maximum 25% organic matter by volume, and pH value of 5.9 to 7.0. Free from subsoil, slag or clay, stones, lumps, live plants and their roots, sticks, crabgrass, couchgrass, noxious weeds and foreign matter.
  - (d) Sand: hard, granular natural beach sand, washed free of impurities, chemical or organic matter.
- E33.4 Fertilizer: commercial type with 50% of the elements derived from organic sources. Deliver and store fertilizer in waterproof bags showing weight, analysis and name of manufacturer.
- E33.5 Wood chip mulch: varying in size from 50-75 mm and 5-20 mm thick, small branches or Shredded wood: varying in size from 25-125mm in length, from coniferous trees.
- E33.6 Drain stone: as per Section E32.3

#### **CONSTRUCTION METHODS**

- E33.7 Remove debris, broken roots, branches, stones in excess of 50mm diameter and other deleterious materials. Remove subsoil that has been contaminated with oil, gasoline or calcium chloride. Dispose of removed materials as directed.
- E33.8 Excavate planting beds to depths as per the Drawings.
- E33.9 Supply and install drainage pipe and geotextile as indicated on Drawings and as per Section E 32.3
- E33.10 Mix fertilizer at manufacturer's recommended rate of application. Mix fertilizer thoroughly into upper 150mm of planting soil to be placed.
- E33.11 Spread planting soil mixture with adequate moisture in uniform layers during dry weather over approved, dry, unfrozen sub-grade, where planting is indicated.
- E33.12 Remove stones, roots, grass, weeds, construction materials, debris and foreign non-organic objects from soil mixture.
- E33.13 Fine grade entire planting soil area. Eliminate rough spots.
  - (a) Compact planting soil to leave surface smooth, uniform, firm against deep foot printing, with a fine, loose texture. Tolerance: plus or minus 15mm of design grade.
  - (b) Supply and install 100mm depth wood chip mulch in planting beds.

# MEASUREMENT AND PAYMENT

E33.14 Planting bed preparation will be measured and paid on an area basis at the Contract unit price per square metre for "Planting bed preparation" which price shall be payment in full for supply of all materials and performing all operations herein described and for all other items incidental to the Work included in this Specification. The area to be paid for shall be the total number of square metres in place in accordance with this Specification acceptable to the Contract Administrator, as computed from measurements made by the Contract Administrator.

#### E34. PLANT MATERIAL

# **DESCRIPTION**

- E34.1 The following list generally describes the scope of this section:
  - (a) Supply and installation of trees;
  - (b) Supply and installation of perennials;
  - (c) Maintenance to date of substantial performance;
  - (d) Warranty for trees for two full years.

# **GENERAL**

- E34.2 Obtain approval of plant material at source.
- E34.3 Notify Contract Administrator of source of material at least 7 days in advance of shipment. No Work under this Section is to proceed without approval.
- E34.4 Acceptance of plant material at source does not prevent rejection at Site prior to or after planting operations.
- E34.5 Source of all plant material to be from an area within the same hardiness zone and soil conditions as Winnipeg.

# SHIPMENT AND PRE-PLANTING CARE

- E34.6 Co-ordinate shipping of plants and excavation of holes to ensure minimum time lapse between digging and planting. Tie branches of trees and shrubs securely and protect plant material against abrasion, exposure and extreme temperature change during transit. Avoid binding of planting stock with rope or wire which would damage bark, break branches or destroy natural shape of plant. Give full support to root ball of large trees during lifting.
- E34.7 Cover plant foliage with tarpaulin, and protect bare roots by means of dampened straw, peat moss, sawdust or other acceptable material to prevent loss of moisture during transit and storage.
- E34.8 Remove broken and damaged roots with sharp pruning shears. Make clean cut and cover cuts over 50 mm diameter with wound dressing.
- E34.9 Keep roots moist and protected from sun and wind. Heel-in shrubs, which cannot be planted immediately, in shaded areas, and water well.

# **MATERIALS**

# Water

E34.10 Water should be potable and free of minerals, which may be detrimental to plant growth.

# Anti-Desiccant

E34.11 Anti-desiccant should be wax-like emulsion to provide film over plant surface reducing evaporation but permeable enough to permit transpiration.

# Wound Dressing

E34.12 Wound dressing should be horticulturally accepted non-toxic, non-hardening emulsion.

#### Plant Material

- E34.13 Quality and Source: Comply with City of Winnipeg tree planting guidelines, referring to size and development of plant material and root ball. All plant material to be approved by City and Contract Administrator at source.
- E34.14 Measure plants when branches are in their natural position. Height and spread dimensions refer to main body of plant and not from branch tip to branch tip. Use trees of No. 1 grade.
- E34.15 Additional plant material qualifications:
  - (a) Use perennials and plant plugs with strong fibrous root system free of disease, insects, defects or injuries and structurally sound. Plant must have been root pruned regularly, but not later than one growing season prior to arrival on Site.

# **COLD STORAGE**

E34.16 Approval required for plant material, which has been held in cold storage.

#### CONTAINER - GROWN STOCK

E34.17 Acceptable if containers large enough for root development. Shrubs and vines must have grown in container for minimum of one growing season but not longer than two. Root system must be able to "hold" soil when removed from container. Plants that have become root bound are not acceptable. Container stock must have been fertilized with slow releasing fertilizer.

# **SUBSTITUTIONS**

E34.18 Substitutions to plant material as indicated on plantings plan are not permitted unless written approval has been obtained as to type, variety and size prior to award of Contract. Plant substitutions must be similar species and of equal size to those originally specified.

### **ROOT BALLS**

- E34.19 Deciduous trees in excess of 3 m height must have been dug with large firm ball. Root balls must include 75% of fibrous and feeder root system. This excludes use of native trees grown in light sandy or rocky soil. Lift root ball from hole, place in wire basket designed for purpose and line with burlap. Secure root balls with burlap, heavy twine and wire basket. Protect root balls against sudden changes in temperature and exposure to heavy rainfall. Take care not to injure trunk of tree with wire basket ties or rope.
- E34.20 Tree spade material shall not be accepted. Unless dug in field and secured as above.

# **CONSTRUCTION METHODS**

#### WORKMANSHIP

- E34.21 Stake out location of trees and shrubs as per the Construction Drawings. Obtain approval by City and Contract Administrator prior to excavating.
- E34.22 Apply anti-desiccant in accordance with material manufacturer's instructions only as required.
- E34.23 Co-ordinate operations. Keep Site clean and planting holes drained. Immediately remove soil or debris spilled onto pavement.

# PLANTING TIME

E34.24 Plant deciduous plant material during dormant period, before buds have broken. Plant material noted for spring planting only, must be planted in dormant period.

- E34.25 When permission has been obtained to plant materials after buds have broken, spray plants with anti-desiccant to slow down transpiration prior to transplanting.
- E34.26 Plant only under conditions that are conducive to health and physical conditions of plants.
- E34.27 Provide planting schedule. Executing planting operations over long period using limited crew will not be accepted.

# **EXCAVATIONS**

- E34.28 Prepare planting areas as shown on the Drawings.
- E34.29 Provide drainage for planting holes in heavy soil if natural drainage does not exist. Have method approved.
- E34.30 Protect bottom of excavations against freezing.
- E34.31 Remove water, which enters excavations prior to planting. Ensure source of water is not ground water.

### **PLANTING**

- E34.32 Scarify sides of planting hole to depth of 150 mm where tree is planted in isolated tree pit.
- E34.33 Plant trees, vertically with roots placed straight out in hole. Orient plant material to give best appearance in relation to structure, roads and walks.
- E34.34 Place plant material to depth equal to depth they were originally growing in nursery. Allow for soil settlement in planting.
- E34.35 With balled and burlap roots balls, loosen burlap and cut away minimum top 1/2 without disturbing root ball. Cut vertical slits in remaining burlap around root ball at 250mm intervals. Remove all rope, string, or other ties from around trunk. Do not pull burlap or rope from under root ball. With container stock, remove entire container without disturbing root ball. Non biodegradable wrappings must be removed including wire baskets.
- E34.36 Tamp planting soil around root system in layers of 150mm eliminating air voids. Frozen or saturated planting soil is unacceptable. When 2/3 of planting soil has been placed, fill hole with water. After water has completely penetrated into soil, complete backfilling.
- E34.37 Build 100 mm deep saucer around outer edge of hole to assist with maintenance watering. Install 100mm depth wood chip mulch in saucer as shown on drawings.
- E34.38 When planting is completed, give surface of planting saucer dressing of organic 10-6-4 fertilizer at rate of 12 kg/100 m for shrub beds or 40 to 50 g/mm of calliper for trees. Mix fertilizer thoroughly with top layer of planting soil and water in well.

### **PRUNING**

E34.39 Prune trees after planting only as required to remove broken diseased or dead branches. Employ clean sharp tools and make cuts flush with main branch, smooth and sloping as to prevent accumulation of water.

#### **MAINTENANCE**

- E34.40 After completion of planting operation to the satisfaction of the Contract Administrator and City of Winnipeg, the Contractor shall be responsible for the maintenance of the plant material until date of Substantial Performance and commencement of two year warranty.
- E34.41 Replace any dead or damaged plant material during the maintenance period, including replacement of vandalized material.

- E34.42 Water sufficiently to maintain optimum growing conditions. Ensure adequate moisture in root zone at freeze-up.
- E34.43 The Contractor shall provide all necessary equipment, including: tractors, mowers, hand mowers, trimmers, fertilizer spreaders, pruning tools, hoses, water meters, and any other items necessary for the maintenance of the plant material indicated in this Specification.
- E34.44 Remove all weeds and debris from mulch beds, planting beds and tree wells on a weekly basis.
- E34.45 Turn and top up mulch in beds and tree wells each spring and prior to start of extended maintenance.

# **PERSONNEL**

- E34.46 The Contractor shall provide all necessary personnel for the ongoing maintenance operations.
- E34.47 Personnel should have at least one year of experience in landscape maintenance and should be under the direction of a foreman, in all cases, with not less than five years of experience with similar maintenance operations.

# MAINTENANCE METHODS

#### WATERING

- E34.48 Trees shall be watered twice weekly, or during the summer, if temperatures are fairly high and there has been no rainfall, water approximately once a week.
- E34.49 To determine the need for watering, make a soil test weekly with a one-inch auger. Take a test sample from both the planting soil and from the root ball by drilling to a minimum depth of 600 mm. The soil shall contain enough moisture to hold together when compressed in the hand, but not be muddy.

# **FERTILIZING**

- E34.50 Because of the specialized nature of such operations, fertilizing is to be done by a qualified local arborist.
- E34.51 Fertilize in the fall over the surface of the ground surrounding the plants, then soak the area thoroughly, use 10-6-4 analysis fertilizer spreading a maximum of 0.13 kg per square metre.

### **SPRAYING**

E34.52 Spray trees to control insect pests and diseases. Use horticulturally recommended compounds specific for the problem to be contained.

# **INSECTS AND DISEASES**

E34.53 Spray plants to combat pests and diseases. Do not use DDT or sprays prohibited by Agriculture Canada.

#### MEASUREMENT AND PAYMENT

- E34.54 Supply and Installation of Plant Material will be measured and paid on a unit basis as indicated for "Supply and install deciduous tree" on Bid Form B Prices. The number of units to be paid shall be the total number of each type and size of units supplied and installed in accordance with the Drawings and Specifications and as measured and accepted by the Contract Administrator.
- E34.55 Supply and Installation of Plant Material will be measured and paid on a unit basis as indicated for "Supply and install perennials" on Bid Form B Prices. The number of units to be paid shall be the total number of each type and size of units supplied and installed in accordance with the Drawings and Specifications and as measured and accepted by the Contract Administrator.

# E35. TOPSOIL AND FINISH GRADING

E35.1 All Work to conform to CW 3510.

#### MEASUREMENT AND PAYMENT

- E35.2 There shall be no separate measurement for the Work associated with this Specification.
- E35.3 Payment for Work specified under this Specification is to be included with the price for Sodding.

#### E36. SODDING

E36.1 All Work to conform to CW 3510.

#### MEASUREMENT AND PAYMENT

E36.2 Sodding will be measured on an area basis. The area to be paid for shall be the total number of square meters sodded and maintained in accordance with this Specification and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator. Sodding will be paid for at the Contract Unit Price per square metre for 'Supply and Install Topsoil and Sod', measured as specified herein, which price shall be payment in full for completing all operations herein described and all other items incidental to the Work included in this Specification.

#### E37. EXTENDED MAINTENANCE

# **DESCRIPTION**

E37.1 This Specification shall deal with the maintenance of the trees and planting beds for Two (2) calendar years until after the date of the Substantial Performance has been issued.

### MATERIALS AND PERSONNEL

- E37.2 The Contractor shall provide all necessary equipment, including: tractors, trimmers, fertilizer spreaders, pruning tools, water trucks, hoses, water meters, and any other items necessary for the maintenance of the area indicated in this Specification.
- E37.3 The Contractor shall provide all necessary personnel for the ongoing maintenance operations

# **WORK INCLUDED**

- E37.4 The following areas shall be part of the maintenance jurisdiction:
  - (a) The trees as indicated on the Drawings
  - (b) Planting beds as indicated on the Drawings.

# MAINTENANCE OF PLANT MATERIAL

# E37.5 Watering

- (a) All plant material shall be watered bi-weekly, or during the summer, if temperatures are fairly high and there has been no rainfall, water approximately once a week. Where irrigation is not available this should be executed by leaving a hose, with a gentle rate of flow, running into the saucer of the root ball for about one hour
- (b) To determine the need for watering, make a soil test weekly with a one-inch auger. Take a test sample from both the planting soil and from the root ball by drilling to a minimum depth of 600 mm. The soil shall contain enough moisture to hold together when compressed in the hand, but shall not be muddy.

# E37.6 Fertilizing and pest control

- (a) Fertilizing, Pruning and Spraying Deciduous Trees. Because of the specialized nature of such operations, this should be done by a qualified local arborist
- (b) Fertilize in the fall over the surface of the ground surrounding the plants, then soak the area thoroughly. Use 10-6-4 analysis fertilizer spreading a maximum of 0.13 kg per square meter.
- (c) Spray to control insect pests and diseases. Use horticulturally recommended compounds specific for the problem to be contained.

# E37.7 Weeding

- (a) Remove all weeds in tree wells, planting beds and mulch beds by hand on a weekly basis. Do not use chemical weed killer.
- (b) Remove all debris from beds, including weeds, and dispose of off Site in a legal manor.

### E37.8 Other Maintenance

- (a) Tighten, or remove, turnbuckles or guy wires for trees as required or directed by the Contract Administrator.
- (b) Straighten trees as required and directed by the Contract Administrator.
- E37.9 The Contractor shall agree and guarantee to replace and replant any nursery stock found dead or in poor condition during and at the completion of the maintenance period. All plant material to be replaced and maintained for a minimum of 30 days prior to end of maintenance period. "Poor Condition" shall be interpreted as meaning nursery stock in which branches are dead or dying, or have not shown satisfactory growth of leaves. All replacements shall be of same size and species, as specified.
- E37.10 Upon the end of the required maintenance period, a Site inspection shall be held. If at this time, all material and Works is satisfactory the Contract for maintenance and warranty shall be terminated. If materials and Works are found unacceptable the warranty shall be extended by 30 days for a follow up inspection. Extension of warranty will continue in 30 day increments for inspection until all Work and material are satisfactory.

# MEASUREMENT AND PAYMENT

Extended Maintenance will be measured and paid for each year at the Contract per Year Lump Sum Price for "2 Year Extended Maintenance on Plant Material"; which price shall be payment in full for supply of all materials and performing all operations herein described and for all other items incidental to the Work included in this Specification.

# E38. ELECTRICAL WORK

# **GENERAL PROVISIONS**

- E38.1 Refer also to Drawings.
- E38.2 The Contract shall include the furnishing of labour, new material, equipment and services necessary and reasonably implied and incidental to the complete installation of the electrical Work shown on the plans and specifications. Supply and install all devices required for the complete approved system, operating to the complete satisfaction of the contract administrator.
- E38.3 Laws, rules, ordinances and inspections the entire electrical installation shall comply with the latest edition of the Canadian Electrical Code and with all provincial and municipal laws; rules and ordinances. Prepare and submit to the proper authorities all necessary permits and pay all permit fees.
- E38.4 Drawings the contractor shall provide stamped drawings relating to the Work, to be certain that the Work under this contract can be carried out and, prior to the submission of his/her bid in accordance with B4, report at once to the contract administrator any defect, discrepancy, omission or interference affecting the Work of this section or the guarantee of same.

E38.5 Site Light to be Lithonia MRP LED 1 63B350/40K SR5 120 MRPF3 DNAXD. Luminaire, lamp, and mounting hardware are incidental to the unit prices bid for Site lights as supplied by

RD Sales, 104 - 120 Fort Street Winnipeg, Manitoba Ph: (204) 943-7090 Fax (204) 943-1386

E38.6 Pole to be Hapco RTA16B5A4 Aluminum 16' light pole, butt diameter 5", top diameter 3" complete with base plates and anchor bolts with washers and nuts. Poles are incidental to the unit prices bid for Site lights. Poles as supplied by

RD Sales, 104 - 120 Fort Street Winnipeg, Manitoba Ph: (204) 943-7090 Fax (204) 943-1386

- E38.7 Pole manufacturer to supply anchor bolts and template to Contractor for installation in concrete base
- E38.8 Minimum wire size #12 awg rw90 all wiring to be copper.
- E38.9 Contractor to provide concrete pole bases, reinforcement, trenching, and backfilling.
- E38.10 Concrete base shall be reinforced concrete and installed as per City of Winnipeg detail SD 652-Park Light Base.
- E38.11 Sleeve all cabling that passes below pathways in rigid PVC conduit. Conduit to extend 250mm beyond extent of pathway on each side.
- E38.12 Conform to all Codes and pay all permits and Fees. Upon completion, present a "Certificate of Approval" for electrical Work from the Inspection Department.
- E38.13 Examine the Site and local conditions affecting the Work under this contract.
- E38.14 Existing Work the electrical contractor shall take into account items which he/she is responsible for due to the changes and alterations to the existing Site and allow for such items that may occur in his/her tendered price.
- E38.15 The Contractor shall be responsible to make good all "Cutting and Patching" required by his section of the Contract. Include all trenching, backfilling and surface repair. Contractor to push wires where possible at all locations.
- E38.16 All Work shall be executed in a first class and workmanlike manner. All supports, hangers, and securing devices shall be solid and substantial. All Work shall be laid out neatly in its mechanical appearance. It shall be logically arranged for simplicity of installation and accessibility.
- E38.17 Provide corrected "as-built" drawings on completion of the project. All underground services shall be indicated on as-built drawings and dimensioned.
- E38.18 Identify circuits/equipment with lamacoid nameplates.
- E38.19 All electrical apparatus shall be properly grounded according to the latest edition of the "Canadian Electrical Code"
- E38.20 All equipment, wiring, conduit, grounding, seals, etc., shall be in compliance with the latest edition of the "Canadian Electrical" and local "Codes". Wiring in finished grade shall be in rigid PVC conduits, complete with ground conductor.

- E38.21 Connect to existing electrical panel as directed on Site.
- E38.22 Provide ground rod and grounding connections to suit Manitoba Hydro and City of Winnipeg Inspection Department.
- E38.23 The Contractor shall carefully examine all drawings relating to the Work, to be certain that the Work under this Contract can be carried out and, prior to the submission of his/her Bid in accordance with B4, report at once to the Contract Administrator any defect, discrepancy, omission or interference affecting the Work of this section or the guarantee of same.
- E38.24 The Contractor shall be responsible for any damage caused the City or their Contractors by improperly carrying out this contract.
- E38.25 The Contractor shall guarantee the satisfactory operation of all Work and apparatus included and installed under this section for a period of twelve (12) calendar months after the final acceptance of the project.

# MEASUREMENT AND PAYMENT

- E38.26 Electrical trenching, conduit, power cable, electrical marking tape, backfilling, and surface repair shall be measured and payment made on the contract unit price per metre for "Supply and install Electrical trenching, conduit, power cable, electrical marking tape, backfilling and surface repair", as indicated on Bid Form B Prices. The area to be paid for shall be the total number of linear metres placed in accordance with this Specification and the Construction Drawings, as determined by the Contract Administrator.
- E38.27 Site lighting including concrete base, pole and fixture shall be measured and payment made on the contract unit price for "Supply and install Site lighting including concrete base" as indicated on Bid Form B Prices. The items to be paid for shall be the total number placed in accordance with this Specification and the Construction Drawings, as determined by the Contract Administrator.
- E38.28 Replace existing light pole luminaires with new LED luminaire shall be measured and payment made on the contract unit price for "Replace existing light pole luminaires with new LED luminaire" as indicated on Bid Form B Prices. The items to be paid for shall be the total number placed in accordance with this Specification and the Construction Drawings, as determined by the Contract Administrator.