



THE CITY OF WINNIPEG

TENDER

TENDER NO. 252-2019

ST. BONIFACE INDUSTRIAL PARK PHASE 2 – STAGE 5

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 ST. BONIFACE INDUSTRIAL PARK PHASE 2 – STAGE 5

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 22, 2019.

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

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

B3. SITE INVESTIGATION

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

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

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 Tender 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 Tender 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 Tender, 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.
- B6.3 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B6.4 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.
- B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- 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 B18.
- 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;
 - (c) Form G1: Bid Bond and Agreement to Bond;
- 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.
- B8.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Tender number and the Bidder's name and address.
- B8.4.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Tender number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid.
- B8.5 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B18.1(a).
- B8.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.8 Bids shall be submitted to:
- The City of Winnipeg
 - Corporate Finance Department
 - Materials Management Division
 - 185 King Street, Main Floor
 - Winnipeg MB R3B 1J1

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 13 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 and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his/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.
- B9.5 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. CONFLICT OF INTEREST AND GOOD FAITH

B12.1 Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B12.3 In connection with its Bid, each entity identified in B12.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B12.4 Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;

- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B13. QUALIFICATION

B13.1 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.

B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B13.3 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);

B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or

- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.)

B13.5 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.

B13.6 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.

B14. BID SECURITY

B14.1 The Bidder shall provide bid security in the form of a bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond).

B14.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.

B14.1.2 All signatures on bid securities shall be original.

B14.1.3 The Bidder shall sign the Bid Bond.

B14.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.

B14.2 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly executed by the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

B14.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Tender.

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

B15.1 Bids will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Division, or in such other office as may be designated by the Manager of Materials.

B15.1.1 Bidders or their representatives may attend.

B15.1.2 Bids determined by the Manager of Materials, or his/her designate, to not include the bid security specified in B14 will not be read out.

B15.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B15.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

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

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

B16. IRREVOCABLE BID

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

B16.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly executed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid.

B17. WITHDRAWAL OF BIDS

B17.1 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.

B17.1.1 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.

B17.1.2 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 13 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B17.1.3 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 13 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Bid withdrawn.

B17.2 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 B16.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

B18. EVALUATION OF BIDS

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

- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation there from (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

- B18.2 Further to B18.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B18.3 Further to B18.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is qualified.
- B18.4 Further to B18.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B18.4.1 Further to B18.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B19. AWARD OF CONTRACT

- B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B19.3 The Work of this Contract is contingent upon Council approval of sufficient funding in the 2019 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.
- B19.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.
- B19.4.1 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.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2019-01-15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of St. Boniface Industrial Park Phase 2 – Stage 5; including all pertinent sewer, water, drainage, grading, pavement, and retention pond works.

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

- (a) Installation of Wastewater Sewers
- (b) Installation of Land Drainage Sewers
- (c) Installation of Watermains
- (d) Retention Pond, Ditches and Related Works
- (e) Asphalt Pavement and Related Works

D3. DEFINITIONS

D3.1 When used in this Tender:

- (a) **"Product"** means collectively machinery or assembled components specifically provided for the Work and standard Product such as motors, pumps, etc. designed and produced for a specific use.
- (b) **"Material"** means collectively all material and commodities required to be furnished under the Contract for the Work except those specifically provided for otherwise in the Contract documents.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is Stantec Consulting Ltd., represented by:
Paul Sunderland, P.Eng.
Project Manager

Telephone No. 204 489-5900
Email Address paul.sunderland@stantec.com

D4.2 At the pre-construction meeting, Mr. Sunderland will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

D5.1 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.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D6.1 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.
- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D6.3 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.
- D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D7. NOTICES

- D7.1 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.
- D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D7.3, D7.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.
- D7.3 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:
- The City of Winnipeg
Attn: Chief Financial Officer
Office of the Chief Administrative Officer
Susan A. Thompson Building
2nd Floor, 510 Main Street
Winnipeg MB R3B 1B9
- D7.4 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
- D7.5 Bids Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

D8. FURNISHING OF DOCUMENTS

- D8.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Tender. If the Contractor requires additional sets of the Tender, they will be supplied to him/her at cost.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 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.

D10. SAFE WORK PLAN

D10.1 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.

D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D11. INSURANCE

D11.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) 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 \$3,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D11.2 Deductibles shall be borne by the Contractor.

D11.3 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4.1 for the return of the executed Contract.

D11.4 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.

D12. CONTRACT SECURITY

D12.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond 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; and

- (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price.

D12.2 The Contractor shall provide the City Solicitor with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

- D12.3 The Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:
- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D12.1(b); and
 - (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

D13. SUBCONTRACTOR LIST

D13.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract.

SCHEDULE OF WORK

D14. DETAILED WORK SCHEDULE

D14.1 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 the General Conditions for the return of the executed Contract.

D14.2 The detailed work schedule shall consist of:

- (a) A Gantt chart for the Work

D14.3 The construction schedule shall be updated monthly against actual progress of the Work by the Contractor.

D14.4 If, in the opinion of the Contract Administrator, any construction schedule is inadequate as a control tool or if it does not show the Work being fully completed by contract completion date, the Contract Administrator may reject it and the Contractor shall provide a construction schedule and work program that is acceptable to the Contract Administrator.

D15. COMMENCEMENT

D15.1 The Contractor shall not commence any Work until he/she is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.

D15.2 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 D9;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D10;
 - (iv) evidence of the insurance specified in D11;
 - (v) the contract security specified in D12;
 - (vi) the Subcontractor list specified in D13; and
 - (vii) the detailed work schedule specified in D14

- (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.

D15.3 The City intends to award this Contract by April 8, 2019

D15.3.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D16. CRITICAL STAGES

D16.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) All hauling, placing and packing of fill material to Parcel A to be completed by July 1, 2019.
- (b) Retention pond and ditching works, including all mud hauling completed by August 15, 2019.
- (c) Sodding of retention pond and ditches to be completed by September 15, 2019.
- (d) Sodding of boulevards to be completed by August 14, 2020.

D17. SUBSTANTIAL PERFORMANCE

D17.1 The Contractor shall achieve Substantial Performance by August 30, 2019.

D17.2 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 re-inspected.

D17.3 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.

D18. TOTAL PERFORMANCE

D18.1 The Contractor shall achieve Total Performance by August 14, 2020.

D18.2 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 re-inspected.

D18.3 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.

D19. LIQUIDATED DAMAGES

D19.1 If the Contractor fails to achieve, Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) Critical Stage (a) – four thousand dollars (\$4,000);
- (b) Substantial Performance – four thousand dollars (\$4,000);
- (c) Total Performance - two thousand dollars (\$2,000).

D19.2 The amounts specified for liquidated damages in D19.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve, Critical Stages, Substantial Performance or Total Performance by the days fixed herein for same.

D19.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D20. SCHEDULED MAINTENANCE

D20.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

(a) Street cleaning as specified in E13;

D20.2 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

D21. JOB MEETINGS

D21.1 Regular bi-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.

D21.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D22. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D22.1 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).

D23. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D23.1 Further to B13.4, 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 B13.4.

MEASUREMENT AND PAYMENT

D24. PAYMENT

D24.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D25. WARRANTY

- D25.1 Notwithstanding C13.2, the warranty period shall begin on the date of Substantial Performance and shall expire one (1) year thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.
- D25.2 Notwithstanding C13.2 or D25.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Substantial Performance if:
- (a) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.
- D25.2.1 In such case the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

THIRD PARTY AGREEMENTS

D26. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D26.1 Funding for the Work of the Contract is being provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada and accordingly, as required by the applicable funding agreements, the following terms and conditions shall apply.
- D26.2 For the purposes of D26:
- (a) **“Government of Canada”** includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) **“Government of Manitoba”** includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D26.3 Indemnification By Contractor
- D26.3.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada’s or the Government of Manitoba’s Ministers, officers, servants, employees, or agents, as the case may be.
- D26.4 Records Retention and Audits
- D26.4.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D26.4.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D26.4.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits,

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

D26.5 Other Obligations

- D26.5.1 The Contractor consents to the City providing a copy of the Contract to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D26.5.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D26.5.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D26.5.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

FORM H1: PERFORMANCE BOND
(See D12)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

TENDER NO. 252-2019

ST. BONIFACE INDUSTRIAL PARK PHASE 2 – STAGE 5

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

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

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

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

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

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

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

FORM H2: LABOUR AND MATERIAL PAYMENT BOND
(See D12)

KNOW ALL MEN BY THESE PRESENTS THAT

his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Principal"), and

his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), for the use and benefit of claimants as herein below defined, in the amount of

_____ dollars (\$_____)

of lawful money of Canada, for the payment whereof we, the Principal and the Surety jointly and severally bind ourselves firmly by these presents.

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

TENDER NO. 252-2019

ST. BONIFACE INDUSTRIAL PARK PHASE 2 – STAGE 5

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

NOW THEREFORE the condition of the above obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labour, service and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject, however, to the following conditions:

- (a) A claimant is defined as one having a direct contract with the Principal for labour, service and material, or any of them, used or reasonably required for use in the performance of the contract, labour, service and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment (but excluding rent of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract;
- (b) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work, labour or service was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon;
- (c) No suit or action shall be commenced hereunder by any claimant
 - (ii) unless claimant shall have given written notice to the Principal and the Surety above-named, within one hundred and twenty (120) days after such claimant did or performed the last of the work, labour or service, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work, labour or service was done or performed. Such notice shall be served by mailing the same by registered mail to the Principal, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the Province of Manitoba;

- (iii) after the expiration of one (1) year following the date on which Principal ceased work on said Contract; including work performed under the guarantees provided in the Contract;
 - (iv) other than in a court of competent jurisdiction in the Province of Manitoba.
- (d) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.
- (e) The Surety shall not be liable for a greater sum than the specified penalty of this bond.

The Principal and Surety hereby agree that The Guarantors' Liability Act (Manitoba) shall apply to this Bond.

IN TESTIMONY WHEREOF, the Principal has hereunto set its hand affixed its seal, and the Surety has caused these presents to be sealed and with its corporate seal duly attested by the authorized signature of its signing authority this

_____ day of _____, 20_____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.4 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
--------------------	---------------------------

C-001	Title Page and Drawing List
C-101	General Layout
C-102	Lot Grade Plan
C-201	Black Diamond Boulevard – 875m W of Mazenod Road to 725m W of Mazenod Road
C-202	Black Diamond Boulevard – 725m W of Mazenod Road to 550m W of Mazenod Road
C-203	Black Diamond Boulevard – 550m W of Mazenod Road to 375m W of Mazenod Road
C-204	Black Diamond Boulevard – 375m W of Mazenod Road to 200m W of Mazenod Road
C-205	West Easement – WM – Black Diamond Boulevard to 250m N of Black Diamond Boulevard
C-206	North Easement – WM – 250m N of Black Diamond Boulevard to 550m W of Mazenod Road
C-207	North Easement – WM – 550m W of Mazenod Road to 250m W of Mazenod Road
C-208	North Easement – WM – 250m W of Mazenod Road to Mazenod Road
C-501	Pond and Outfall Details

E2. SOILS INVESTIGATION REPORT

- E2.1 Further to C3.1, the geotechnical report is provided to aid the contractor's evaluation of the pavement structure and/or existing soil conditions. The geotechnical report is contained in Appendix A

GENERAL REQUIREMENTS

E3. OFFICE FACILITIES

- E3.1 The Contractor shall supply office facilities meeting the following requirements:
- (a) Contract Administrator's Field Office
 - (i) Provide a field office for the exclusive use of the Contract Administrator

- (ii) Locate the field office within the Contractor's working area, or an area nearby agreed upon by the Contract Administrator.
- (iii) Submit details of the office, its contents and its proposed location to the Contract Administrator and obtain the Contract Administrator's approval.
- (iv) The Contract Administrator's field office shall be separate from the Contractor's office or any other structure.
- (v) Provide all weather vehicle access and parking space for two vehicles for Contract Administrator's use.
- (vi) Provide power and heating fuel for Contract Administrator's office for the duration of the work.
- (vii) The Contract Administrator's office shall be in accordance with the following:
 - (i) Windproof, weatherproof and insulated
 - (ii) Minimum floor area 11m²
 - (iii) Thermostatically controlled heat
 - (iv) Ventilated adequately
 - (v) Illuminated for office work
 - (vi) Window area at least 1 m²
 - (vii) Window screen and shade
 - (viii) Screen door and lockable exterior door
 - (ix) Minimum 2 electrical receptacles

E4. FIELD ENGINEERING

E4.1 General

- (a) The Contract Administrator will provide detailed layout in accordance with Section 3.15 of CW 1130, limited as follows:
 - (i) The Contractor shall be responsible for the correctness of the elevations and dimensions from the references provided by the Contract Administrator.
 - (ii) The layout of the Work shall be in accordance with the detailed work schedule, as described in D14.
 - (iii) If the Contractor requests a change in layout procedure or sequence, he shall submit the request to the Contract Administrator, giving a minimum of 48 hours' notice of new or revised activities, unless otherwise agreed between the Contract Administrator and the Contractor.
 - (iv) The notice requesting a change shall be extended to 96 hours whenever a long weekend is involved.

E4.2 Major Structures

- (a) The Contract Administrator will provide a baseline, reference points, and a benchmark.

E4.3 Trenching and Underground Pipe, Grading, Curb and Gutter

- (a) The Contract Administrator will provide a layout survey, including offset grade stakes and grade sheets.

E4.4 Reference Points and Layout

- (a) Further to section 3.15 of CW 1130, the Contract Administrator will set all grade lines and benchmarks by means of stakes or marks, and the Contractor shall make the completed work conform to the lines and marks thus indicated.
- (b) The Contract Administrator shall supply the surveyor and the survey equipment necessary to set the above noted stakes and marks.
- (c) The Contract Administrator shall be notified immediately of the disturbance of any stakes or marks. The cost of correcting any errors existing out of neglect of the Contractor to so

notify the Contract Administrator shall be borne entirely by the Contractor, as well as the cost of replacing any disturbed stakes or marks. The cost to replace the control line stakes or marks shall be at \$250.00 per hour, to be paid to the Contract Administrator.

- (d) Before commencing work, the Contractor shall satisfy himself as to the meaning and correctness of all stakes and marks and no claims shall be entertained by the Contract Administrator on account of any alleged inaccuracies.

E4.5 Construction Stakes and Materials

- (a) The Contractor shall provide construction stakes including laths and hubs and any other required materials including flagging, ribbon, markers, chalk, etc.,

E5. QUALITY CONTROL AND TESTING

E5.1 General

- (a) The Contractor is totally responsible for the quality of Material and Product which he provides for the Work.
- (b) The Contractor is responsible for quality control and shall perform such inspections and tests as are necessary to ensure the Work conforms to the requirements of the Contract documents.
- (c) During the progress of the Work, a sufficient number of tests shall be performed by the Contractor to determine the Material, Product, and installation meet the specified requirements.
- (d) Minimum requirements regarding quality control are specified in various sections of the specifications, however, the Contractor shall perform as many inspections and tests as are necessary to ensure that the Work conforms to the requirements of the Contract documents.
- (e) Testing shall be in accordance with pertinent codes and regulations, and with selected standards of the American Society for Testing and Materials (ASTM) and Canadian Standards Association (CSA).
- (f) Product testing, mill tests and laboratory reports to demonstrate that the Material supplied by the Contractor meet the specifications are specified under various sections of the Contract.

E5.2 Quality Control Testing by the Contractor

- (a) The Contractor shall retain the services of an independent testing agency under supervision of a registered professional engineer, and pay the cost of testing services for quality control including, but not limited to, the following:
 - (i) Sieve analysis of sands and aggregates to be supplied to the Work.
 - (ii) Aggregates and mix designs for soil cement base course.
 - (iii) Aggregates and mix designs for asphaltic concrete.
 - (iv) Aggregates and mix design for Portland Cement concrete.
 - (v) Standard Proctor Density curves for backfill materials.
 - (vi) Standard Proctor Density curves for approved borrow materials.
 - (vii) Compaction control tests for backfill and embankment material (excluding Roadwork Compaction)
 - (viii) Any product testing that is required and is specified under various sections of the specifications.
- (b) The Contractor shall promptly process and distribute all required copies of test reports and test information and related instructions to all of his Subcontractors and suppliers to ensure that all necessary retesting and replacement of construction can proceed without delay.
- (c) The Contractor shall promptly provide the Contract Administrator with copies of all test results.

E5.3 Quality Assurance Testing by the Contractor

- (a) The Contractor shall retain and pay for the services of an independent testing agency for testing for quality assurance, for the City's purposes.

The tests include:

- (i) Subgrade, Sub-base, Base, and Asphalt Compaction Testing
 - (ii) Concrete Testing (Air, Slump, and Compressive Strength)
 - (iii) Asphalt Core Sampling
- (b) The Contractor's testing agency and the Contract Administrator may inspect and test Material, Product, and the Work for conformance with the requirements of the contract; however, they do not undertake to check the quality of the Work on behalf of the Contractor nor to provide quality control.
- (c) Inspections and tests by the Contractor's testing agency and by the Contract Administrator do not relieve the Contractor of his responsibility to supply Material and Product and to perform the work in accordance with the requirements of the Contract.
- (d) The Contract Administrator, at his discretion, may order or perform any additional inspections and tests for purposes of his own or for purposes of the owner.
- (e) The Contractor shall coordinate with the Contract Administrator the scheduling of testing and inspection by the Contractor's testing agencies or by the Contract Administrator, to enable testing to be done as necessary, without delay, and the Contractor shall notify the Contract Administrator sufficiently in advance of operations to allow for such inspection and tests by the Contract Administrator's or the Contractor's testing agency.

E5.4 Retesting

- (a) When tests on Material, Product or completed portions of the Work carried out by the Contractor or the Contractor's testing agency yield results not meeting the requirements of the Contract documents, the Contractor, in addition to carrying out remedial work or replacement of the Material or Product shall provide for retesting of the remedied work and the replacement Material and Product. All retesting shall be at the Contractor's expense.
- (b) In every case where the Contractor has submitted test results which fail to meet the requirements of the Contract documents, the Contractor shall submit within a practical and reasonable time, results of a retest showing that the results are in accordance with the requirements of the Contract documents.
- (c) If the Contractor fails or refuses to do remedial work or replace unacceptable Material or Product, the Contract Administrator may refuse to certify payment, in addition to any other remedies the City may have.

E6. MATERIAL AND INSTALLATION

E6.1 Quality

- (a) Material and Product supplied and installed shall be new.
- (b) Material and Product supplied shall conform to these specifications and to specified standards.
- (c) Workmanship shall be the best quality, executed by workmen experienced and skilled in their respective trades.
- (d) Ensure full cooperation among all trades and coordination of the Work with continuous supervision
- (e) Use Product for which replacement parts and service are readily available.
- (f) Use Product of one manufacturer for Product of the same type or classification. Do not mix different manufacturer's Product in the Work or in parts of the Work.

E6.2 Manufacturer's Instructions

- (a) Unless otherwise specified, comply with the Manufacturer's/Supplier's instructions for Material or Product and installation methods.
- (b) Notify the Contract Administrator in writing of any conflict between these Contract specifications and the instructions of the Manufacturer/Supplier.

E6.3 Delivery and Storage

- (a) Deliver, store and maintain packaged Material and Product with manufacturer's seals and labels intact.
- (b) Prevent damage of Material and Product.
- (c) Store Material and Product in accordance with instructions of the Manufacturer/Supplier.
- (d) Provide suitable areas or buildings where storage is weatherproof, if dry areas are recommended by the Manufacturer/Supplier.
- (e) Product shall have name plates displaying Product data and serial numbers.
- (f) Comply with Workplace Hazardous Materials Information Systems (WHMIS) requirements.

E7. CONSTRUCTION OF RETENTION POND AND LOT GRADING

E7.1 Construction of Retention Pond

E7.1.1 Description

- (a) This work shall include excavation and disposal of excavated material, compaction, and cleanup, all as shown on the Drawings. 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 the satisfactory performance and completion of all work as hereinafter specified.

E7.1.2 Equipment

- (a) All equipment shall be of a type approved by the Contract Administrator and shall be kept in good working order.

E7.1.3 Construction Methods

- (a) At the locations shown on the Drawings, the Contractor shall provide all the equipment, labour, and material, necessary to construct the retention pond.
- (b) Excavation shall be unclassified excavation and shall include the excavation and satisfactory disposal of all earth, gravel, sandstone, loose detached rock or boulders, shale, cemented gravel or hard pan, disintegrated stone, rock in ledge or mass formation and any or all other material of whatever character which may be encountered.
- (c) The Contractor shall excavate the storage facility and fine grade to the line and grades as shown on the Drawing and/or as set out by the Contract Administrator in the field.
- (d) Excavated material from the retention pond construction shall be disposed of by the placement, grading and compaction of the material to the lines and grades shown on the Drawings and in accordance with the Cut/Fill Plan (Appendix B), or as directed by the Contract Administrator.
- (e) These items of work shall mean the required removal of all material encountered within the full limits of the work area and shall include compaction of the material in disposal areas as stipulated in this clause.
- (f) Upon completion of all excavation and material disposal, the excavation and the disposal areas shall be trimmed to the line and grades shown on the Drawings, or as located in the field by the Contract Administrator, graded and bladed smooth.
- (g) The Contractor shall spread the excavated material where shown on the Drawings and the Cut/Fill Plan, or specified by the Contract Administrator in uniform layers. No

fill material may be placed in an area until that area has been cleared as per E15 of this Specification. Each layer shall be compacted to a density of not less than ninety (90%) percent of Standard Proctor and shall not exceed 200 mm compacted thickness. If this density cannot be attained by earth moving equipment during the course of disposal, the fill material shall be specifically compacted with sheep's foot compacting equipment until the specified density is reached.

- (h) In the event that the excavation/fill material is frozen, the Contractor shall break up all frozen material in such a manner that no frozen lumps with a dimension greater than 150 mm shall be placed on the fill site.
- (i) The Contractor shall stockpile surplus excavated clay material, which is judged suitable by the Contract Administrator for pavement subgrade construction as directed by the Contract Administrator.
- (j) The Contractor is responsible for rough grading the disposal area.
- (k) A tolerance of plus or minus 100mm locally will be allowed from the contours and elevation as shown on the Drawings and the Cut/Fill Plan for all areas to be rough graded.
- (l) The Contractor shall take all steps necessary, including the provision of sufficient pumping capacity, to pump down the existing pond water level and keep the excavation free of water so that the lake can be constructed.

E7.1.4 Quality Control

- (a) 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, which are not in accordance with requirements of this specification.

E7.1.5 Method of Measurement

- (a) Excavation and Disposal
 - (i) Measurement of this item shall be the volume in cubic meters excavated, that has been pre-determined by the Contract Administrator by means taking existing ground elevation cross-sections and comparing them to proposed finished ground elevations. This volume has been stated in the specifications and will not be reconfirmed by resurveying.

E7.1.6 Basis of Payment

- (a) Excavation and Disposal
 - (i) Construction of the retention pond excavation and disposal shall be paid for at the Contract Unit Price per cubic meter for "Excavation to Lake Bottom with Disposal and Levelling to Stantec set Grades" as measured herein which price shall include all costs in connection with the excavation of all material from the storage facility, the disposal of all excavation material, compaction, fine grading, maintenance of haul roads, traffic control, pump down of existing pond level, dewatering and clean-up.
- (b) The final clay grade is to be confirmed with the Contract Administrator. The clay is to be cut 0.1 m below design grade above the normal water level to allow for topsoil placement.

E7.1.7 Erosion Control Berm

- (a) Upon completion of retention pond excavation, the Contractor must install a 0.3-metre-high erosion control berm located at the top of 7:1, for the entire perimeter of the constructed lake. The berm will not be necessary in existing locations of the lake where sod has already been placed.

- (b) Temporary piping to be installed, with material and spacing approved by the Contract Administrator, in order to drain the water obstructed by the berm to below normal water level.
- (c) The final berm construction is to be confirmed with the Contract Administrator.
- (d) Installation of the erosion control berm (including temporary piping) will be measured on a linear metre basis of the berm and paid for at the Contract Unit Price for "0.3m Erosion Control Berm (around top of pond)".

E7.2 Hauling Considerations

E7.2.1 Hauling Plan

- (a) All excavation from the retention pond must be hauled to the fill areas in accordance with the Cut/Fill Plan (Appendix B) and the Hauling Plan (Appendix C).

E7.2.2 Construction Methods

- (a) Scrapers will not be permitted for hauling purposes as they will not be supported on the hauling route.
- (b) Stop signs must be installed as shown on the Hauling Plan.
- (c) The existing haul road located in the parcel south of Black Diamond Blvd and west of T.E.A.M.S. property must be maintained throughout the hauling process. Crossing of this road will be necessary for the south fill area. If disturbance is necessary, the Contractor shall coordinate activities and restoration with the owner of the road, Maple Leaf Construction.

E7.2.3 Measurement and Payment

- (a) All expected incurred costs related to hauling, stop sign installation, restoration of Maple Leaf haul road and ensuring that the haul route (as outlined in the Hauling Plan) is driveable are to be included in the Contract Unit Price for "Excavation to Lake Bottom with Disposal and Levelling to Stantec set Grades".

E8. COOPERATION AND COORDINATION

E8.1 Description

- (a) This specification shall cover requirements for the cooperation and coordination between the Contractor and other contractors/businesses using the site.

E8.2 Parmalat

- (a) The Parmalat milk processing plant is located on the large private property west of the new Mazenod Road south of the GWWD rail line. Disturbance to Parmalat property will be unavoidable when connecting to the watermain stub located in the ditch along the north side of Parmalat property. The watermain stub is in an area of Parmalat's property that is enclosed by a fence. The Contractor must coordinate their activity with Parmalat personnel during this time. All costs associated with this item must be included in the Contract Unit Price for "Excavation to Lake Bottom with Disposal and Levelling to Stantec set Grades".

E8.3 T.E.A.M.S. Transport

- (a) Construction of the new T.E.A.M.S. Transport facility is ongoing in the parcel directly south and west of the intersection of Mazenod Road and Black Diamond Boulevard. The Contractor must coordinate any potentially disruptive activities with T.E.A.M.S. personnel during construction.

E9. RIP RAP

E9.1 Rip Rap Channel

- (a) Further to CW 3615, the rip rap channel to be installed for the ditch outfall is to be installed as shown on the Drawings. Fieldstone riprap is to be used and concrete grouting is not required.
- (b) Installation of rip rap channels will be measured on a square metre basis and paid for at the Contract Unit Price for "Rip Rap Channel (As per detail on Sheet C-501)".

E10. DITCHES

E10.1 Description

- (a) Further to CW 3110, the pay item "Ditch Excavation" shall include excavation and disposal of excavated material and fine grading of side slopes and ditch bottom.

E10.2 Construction Methods

- (a) At the locations shown on the Drawings, the Contractor shall provide all the equipment, labour, and material, necessary to construct the ditches.
- (b) The final grade shall be in accordance with CW 3520 and approved by the Contract Administrator.
- (c) All excavation from Ditch Outfall Section B (Drawing C-501) must be hauled in accordance with E7.2 and the Hauling Plan (Appendix C).

E10.3 Method of Measurement

- (a) Measurement of Ditch Sections A and B (Drawing C-102) shall be the linear metres of ditch excavated, measured along the centre line of the ditch, that has been pre-determined by the Contract Administrator.
- (b) Measurement of Ditch Outfall Section B (Drawing C-501) shall be the volume of cubic metres excavated, as previously determined by the Contract Administrator by means taking the finished pond elevations and comparing them to the proposed finished ground elevations of the ditch outfall.

E10.4 Basis of Payment

- (a) Construction of Ditch Sections A and B (Drawing C-102) shall be paid for at the Contract Unit Price per linear metre for "Ditch Section A as per Sheet C-102" as measured herein which price shall include all costs in connection with the excavation of all material, the disposal of all excavation material, and fine grading of slopes and ditch bottom.
- (b) Construction of Ditch Outfall Section B (Drawing C-501) shall be paid for at the Contract Unit Price per cubic metre for "Ditch Outfall Section B as per Sheet C-501" as measured herein which price shall include all costs in connection with the excavation of all material, the disposal of all excavation material (in accordance with E7.2 and the Hauling Plan), and fine grading of slopes and ditch bottom.

E11. ASPHALT TURNAROUND

E11.1 Description

- (a) Further to CW 3110 and CW 3410, this specification shall cover the construction of the asphalt turnaround as shown in the Drawings, and shall include
 - (i) 75mm of asphalt paving, 150mm of 19mm limestone base course, 450mm of 50mm limestone sub-base, supply and installation of geotextile, excavation and subgrade compaction.

E11.2 Method of Measurement

- (a) Measurement of this item shall be the square metres, in plan view, of the turnaround constructed, as pre-determined by the Contract Administrator.

E11.3 Basis of Payment

- (a) Construction of the turnaround shall be paid for at the Contract Unit Price per square metre for "Asphalt Turnaround" as measured herein which price shall include all costs in connection with asphalt paving, supply and installation of base course, supply and installation of sub-base, supply and installation of geotextile fabric, excavation and subgrade compaction.

E12. UTILITY CONDUITS

E12.1 Description

- (a) Further to CW 2030, this specification shall cover the installation of all underground utility conduits to be installed by the Contractor.

E12.2 Layout

- (a) Survey and layout of all stakes and grades for utility conduit installation to be provided by Manitoba Hydro.

E12.3 Measurement and Payment

- (a) Measurement of this item shall be the linear metres of utility conduit installed, as pre-determined by the Contract Administrator. This item shall be paid for at the Contract Unit Price per linear metre for "Utility Conduit Installation" as measured herein which price shall include all costs in connection with excavation, conduit installation, bedding, backfill and compaction.

E13. STREET CLEANING

E13.1 Description

- (a) This specification shall cover requirements for maintaining clean streets.

E13.2 Removal of Mud and Dirt

- (a) Large mud or dirt deposits are to be removed with a loader upon direction by the Contract Administrator at approximately a frequency of every two weeks. This estimate was completed by the Contract Administrator and is subject to change.
- (b) The mud can be deposited on the vacant future lots
- (c) Care shall be taken to avoid damage to the asphalt or curbs

E13.3 Street Sweeping

- (a) Upon completion of the mud and dirt removal with the loader, the street is to be cleaned with a mechanical self-propelled street sweeper, or as otherwise approved by the Contract Administrator.
- (b) The Contractor shall remove all debris and fine materials from the road for the sweeping to be considered complete. Sweeping is subject to approval by the Contract Administrator.

E14. CONCRETE JERSEY BARRICADES

E14.1 Description

- (a) This specification shall cover the installation of concrete barricades by the Contractor.

E14.2 Construction Methods

- (a) Concrete jersey barricades are to be placed according to the Drawings and to be approved by the Contract Administrator.
- (b) All concrete barricades must be complete with reflectors.
- (c) Barricades must span the entire width of the right-of-way, unless an alternative configuration is approved by Contract Administrator.

E14.3 Measurement and Payment

- (a) Measurement of this item shall be the lump sum amount for all barricades used to effectively span the right-of-way. This item shall be paid for at the Contract Unit Price for "Dead End Barricades" as measured herein.

E15. TREE CLEARING

E15.1 Description

- (a) Further to CW 3010, this specification shall cover the removal from site of trees, brush, shrubbery, vegetation and all other surface litter within the site limits as outlined in the Tree Clearing Plan in Appendix D.

E15.2 Construction Methods

- (a) Clearing and grubbing to be done in accordance with CW 3010. The Contractor is to clear all trees and surface litter from within the boundaries marked on the Tree Clearing Plan to the satisfaction of the Contract Administrator. No fill material can be placed in an area until the area has been cleared to the satisfaction of the Contract Administrator

E15.3 Method of Measurement

- (a) Measurement of this item shall be the lump sum amount for all trees, brush, shrubs, vegetation and other surface litter disposed of as per this specification.

E15.4 Basis of Payment

- (a) This item shall be paid for at the Contract Unit Price lump sum for "Clearing and Grubbing". The lump sum price shall be determined by referring to the Tree Clearing Plan and through conducting a preliminary site investigation. The site investigation will give the Contractor a better understanding regarding the size, type and sparsity of the trees and other surface litter.

E16. SEEDING

E16.1 Description

- (a) This specification shall cover the installation of grass seed to the Hydro right-of-way area between the retention pond and T.E.A.M.S. east property line.

E16.2 Construction Methods

- (a) The Contractor is required to trim the region to the final grade as marked out by the Contract Administrator in the field.
- (b) The Contractor shall prepare the seed bed by scarifying the approved existing ground surface to a depth of 150 mm to 200 mm.
- (c) Grass seed shall be sown at a rate of 1.0 kilogram per 100 square metres
- (d) The Contractor shall sow the seed into the approved seed bed by using equipment suitable for the area involved and to the satisfaction of the Contract Administrator.
- (e) The rest of the seeding process shall be completed in accordance with CW 3520.

E16.3 Method of Measurement

- (a) Measurement of this item shall be the area in square metres for the entire area seeded as per this Specification.

E16.4 Basis of Payment

- (a) This item shall be paid for at the Contract Unit Price for "Seeding Hydro R.O.W. Area west of Pond (no topsoil required)" as measured herein which price shall include all costs associated with scarifying soil, seeding operations, watering and maintenance.