



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 280-2008**

**BYNG PARK ASPHALT BASKETBALL COURT AND ASSOCIATED WORKS**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 BYNG PARK ASPHALT BASKETBALL COURT

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, Thursday April 24, 2008.

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

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

### **B3. SITE INVESTIGATION**

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

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

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

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

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B5. ADDENDA**

B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.2.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B7. BID COMPONENTS**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices;

- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B7.4.1 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 Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid.
- B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B7.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Bids shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Branch  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B8. BID**
- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;

- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B8.4.2 All signatures shall be original.

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

## **B10. QUALIFICATION**

B10.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);

B10.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

## **B11. OPENING OF BIDS AND RELEASE OF INFORMATION**

B11.1 Bids will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Branch, or in such other office as may be designated by the Manager of Materials.

B11.1.1 Bidders or their representatives may attend.

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

B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B11.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

## **B12. IRREVOCABLE BID**

B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

## **B13. WITHDRAWAL OF BIDS**

B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B13.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.

B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.



## **B14. EVALUATION OF BIDS**

- B14.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B6.
- B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B14.4 Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices 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 # 9 – “Court Line Painting” in the order listed, until a Total Bid Price within the budgetary provision is achieved.
- B14.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

## **B15. AWARD OF CONTRACT**

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B15.3 Subject to B15.2, 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.

- B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B15.4 Notwithstanding C4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract, as defined in C1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- 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 construction of an asphalt basketball court and associated works.

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

- (a) Excavation and site grading
- (b) Supply and installation of sub base, base coarse , geotextile and asphalt material
- (c) Supply and installation of basketball concrete pile, pole and backboard
- (d) Supply and installation of site furnishings
- (e) Supply and installation of post and chain
- (f) Supply and installation of concrete pad

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

D3.1 The Contract Administrator is:

Mr. Jurgen Friesen  
Technologist II  
Planning, Property and Development Department  
Planning and Land Use Division  
Parks, Riverbanks and Community Initiatives Branch  
Telephone No. (204) 986 - 3781  
Facsimile No. (204) 986 - 7524

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

#### **D4. CONTRACTOR'S SUPERVISOR**

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

#### **D5. NOTICES**

D5.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3, D5.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.

- D5.3 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:

The City of Winnipeg  
Chief Administrative Officer Secretariat  
Attn: Chief Administrative Officer  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-1174

- D5.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg  
Corporate Services Department  
Legal Services Division  
Attn: City Solicitor  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1  
Facsimile No.: (204) 947-9155

## **SUBMISSIONS**

### **D6. AUTHORITY TO CARRY ON BUSINESS**

- D6.1 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.

### **D7. SAFE WORK PLAN**

- D7.1 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.
- D7.2 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

### **D8. INSURANCE**

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
  - (b) automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;

- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 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.
- D8.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

## **D9. PERFORMANCE SECURITY**

- D9.1 If the Contract Price exceeds seventy-five thousand dollars (\$75,000.00), 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.
- D9.1.1 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.
- D9.2 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.

## **D10. SUBCONTRACTOR LIST**

- D10.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

## **SCHEDULE OF WORK**

### **D11. COMMENCEMENT**

- D11.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.
- D11.2 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 D6;
    - (ii) evidence of the workers compensation coverage specified in C6.15;
    - (iii) the Safe Work Plan specified in D7;
    - (iv) evidence of the insurance specified in D8;
    - (v) the Performance Security specified in D9;
    - (vi) the Subcontractor list specified in D10.

- (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.

D11.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

#### **D12. SUBSTANTIAL PERFORMANCE**

D12.1 The Contractor shall achieve Substantial Performance within twenty (20) consecutive Working Days of the commencement of the Work as specified in D11.

D12.2 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 within seven (7) working days and the Contract Administrator notified so that the Work can be reinspected.

D12.3 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.

#### **D13. TOTAL PERFORMANCE**

D13.1 The Contractor shall achieve Total Performance within twenty five (25) consecutive Working Days of the commencement of the Work as specified in D11.

D13.2 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 within seven (7) working days and the Contract Administrator notified so that the Work can be reinspected.

D13.3 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.

#### **D14. LIQUIDATED DAMAGES**

D14.1 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 500 dollars (\$500.00) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.

D14.2 The amount specified for liquidated damages in D14.1 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.

D14.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

#### **D15. SCHEDULED MAINTENANCE**

D15.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

- (a) Crack sealing maintenance as specified in E28;
- (b) Sod maintenance as specified in E24;
- (c) Seed maintenance as specified in E25.

- D15.2 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**

### **D16. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D16.1 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).

## **MEASUREMENT AND PAYMENT**

### **D17. PAYMENT**

- D17.1 Further to C12, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.



**FORM H1: PERFORMANCE BOND**  
(See D9)

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 dated the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for:

**BID OPPORTUNITY NO. ERROR! REFERENCE SOURCE NOT FOUND.**

**BYNG PARK ASPHALT BASKETBALL COURT**

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)

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

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

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

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

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



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

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

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

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

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

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)



## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
T.14-E	Byng/Toilers Site and Grading Plan
T.14-F	Byng/Toilers Detail Plan

### GENERAL REQUIREMENTS

#### E2. TRUCK WEIGHT LIMITS

- E2.1 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.

#### E3. SITE ACCESS

- E3.1 Access to the Site will be determined at the pre-construction meeting. This access area shall be provided and maintained by the Contractor at his own expense and approved by the Contract Administrator.
- E3.2 The Contractor shall be restricted to the Site access location and route only so that there is a minimum of disturbance to the existing ground surface. Damage to areas beyond the marked route shall be repaired by and at the expense of the Contractor to the satisfaction of the Contract Administrator.

#### E4. SITE CONDITIONS

- E4.1 The Contractor will examine the Site and make themselves familiar with the existing conditions (both above and below grade) and nature of Work to be done.
- E4.2 Surface and sub-surface conditions shown on the drawings and included herein are provided for general information and variations there from will not affect the terms of the Contract.
- E4.3 The Contractor is responsible to determine the location of all underground utilities and obtain clearances prior to construction. Underground structures as shown on the drawings are based

on the best information available but no guarantee is given that all existing utilities are shown or that given locations are exact.

#### **E5. CONSTRUCTION FACILITIES AND STAGING**

E5.1 The Contractor will be responsible for providing his own storage area for storage and handling of all his constructions operations. The use of public right-of-ways will not be allowed.

#### **E6. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES**

E6.1 Further to C6.11, 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.

E6.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.

E6.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.

E6.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.

E6.5 The Contractor and Subcontractors must be fully aware of all Work involving hazardous materials. All Work must be performed in compliance with the Manitoba Department of Labour Workplace Health and Safety Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification to the Contract Administrator of his/her encountering of suspected hazardous material during their course of Work.

#### **E7. DAMAGE TO EXISTING STRUCTURES AND PROPERTY**

E7.1 Further to C17, 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 thereto in the performance of the Work, the Contractor shall upon instructions from and to the satisfaction of the Contract Administrator, either replace and repairs such damage, whichever may be deemed necessary in the opinion of, and acceptable to, the Contract Administrator. The cost of which shall be borne entirely by the Contractor.

E7.2 The Contractor shall also indemnify and save harmless the City from all claims made directly or indirectly against it in respect to any such damage.

E7.3 The Contractor's 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 is maintained to private properties while he is working near them.

E7.4 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.

#### **E8. PROTECTION OF TREES**

E8.1 The Contractor shall take the following precautionary steps to avoid damage from his construction activities to existing Boulevard trees within the limits of the construction area

- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of trees

- (b) Contract Administrator shall identify the mature tree trunks that shall be strapped with 25 x 150 x 2400 (1" x 6" x 8') wood planks. Smaller trees shall be similar protected using appropriately sized wood planks.
- (c) Excavations shall be carried out in such a manner so as to minimize damage to existing tree branches. Where roots must be cut to facilitate an excavation they shall be neatly pruned at the face of the excavation and coated with an appropriate wound dressing to prevent infection.
- (d) Work on Site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to tree branches does occur, the Contractor shall neatly prune the damaged branches and coat them with an appropriate wound dressing to prevent infection.

E8.2 All damage to existing trees caused by the Contractor's construction activities shall be repaired to the requirements and satisfaction of the City of Winnipeg, Parks and Recreation Department, Forestry Branch.

E8.3 Any tree pruning required by the Contractor to successfully complete the work will be done at his own expense and to the guidelines set forth by the City of Winnipeg Forestry Department.

E8.4 No separate measurement or payment will be made for protection of trees. It shall be considered incidental to the contract work

#### **E9. TEMPORARY UTILITIES**

E9.1 Further to C6.11, the Contractor shall 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.

E9.2 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.

#### **E10. LAYOUT OF WORK**

E10.1 The Contractor will set control lines and bench marks by means of stakes, buoys or marks and the Contractor shall make the completed works conform to the lines and marks thus indicated. The Contractor shall furnish all other lines and levels required. The Contractor shall be responsible for the careful preservation of all stakes and marks so set whether relating to his own or to other work. Care must be taken that the Contract Administrator be notified immediately of the disturbance of any such stakes or marks; the cost of correcting any errors arising out of neglect of the Contractor or his agent or his employees, to so notify the Contractor Administrator shall be borne entirely by the Contractor, as well as the cost of replacing any disturbed stakes or marks.

E10.2 All layout Work shall be inspected and approved by the Contract Administrator prior to construction.

E10.3 Before commencing Work the contractor shall satisfy himself as to the meaning and correctness of all stakes and marks and no claims shall be entertained by the City of Winnipeg on account of any alleged inaccuracies. If any error is suspected in the plans, specifications or the directions of the Contract Administrator, Work shall be discontinued until the errors are rectified, but no claims shall be made on account of any delay occasioned thereby.

#### **E11. SITE RESTORATION**

E11.1 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all plant, 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.

## **E12. EXCAVATION**

### **E12.1 Description**

- (a) Excavation will be done in accordance the City of Winnipeg's Standard Construction Specification CW 3110-R10 – “Sub-Grade, Sub-Base and Base Course Construction”.
- (b) Excavation will be understood to include removal of all existing insitu material to a depth of 475 mm (21”) below finished design grade for proposed basketball court as shown on the drawings.
- (c) Excavation will also be understood to include removal of existing insitu material to a depth of 200 mm (8”) below finished grade for proposed site furnishings as shown on the drawings.

### **E12.2 Construction Methods**

- (a) Excavation will be performed as outlined in CW 3110 – item 3.2 – “Excavation”.
- (b) All excavated material will be removed, hauled and disposed of off-site to the satisfaction of the Contract Administrator.

### **E12.3 Measurement and Payment**

- (a) Measurement and Payment for excavation will be on a volume basis paid at the Contract Unit Price per cubic metre for “Excavation”

## **E13. SUB-GRADE COMPACTION**

### **E13.1 Description**

- (a) Sub grade compaction will be done in accordance with City of Winnipeg's Standard Construction Specification CW 3110-R10 - “Sub-Grade, Sub-Base and Base Course Construction”.

### **E13.2 Construction Methods**

- (a) Sub-grade compaction will be performed as outlined in CW 3110 – item 3.3 – “Preparation of Sub-Grade and Placement of Sub-Base material.
- (b) Sub-grade shall be free of any fibrous organic, softened and disturbed soil. The prepared sub-grade shall be proof rolled with a heavy sheep's foot roller (min 25 passes) and inspected by the Contract Administrator to detect for any soft spots prior to the placement of overlying granular fills.

### **E13.3 Measurement and Payment**

- (a) Measurement and Payment for sub-grade compaction will be on an area basis paid for at the Contract Unit Price per square metre for “Sub-Grade Compaction”.

## **E14. GEOTEXTILE FABRIC MAT**

### **E14.1 Description**

- (a) Geotextile Fabric will be placed in accordance with City of Winnipeg's Standard Construction Specification CW 3130-R1 – “Supply and Installation of Geotextile Fabrics”.
- (b) The Contract Administrator reserves the right to omit the geo textile fabric if he decides it is not required. The Contact Administrator will inspect the sub grade once the excavation has been completed. The Contract Administrator will then notify the contractor if the geo textile fabric is to be installed.

### **E14.2 Materials**

- (a) The separation/reinforcement geotextile fabric shall conform to the Products Approved as listed in City of Winnipeg Specification for Approved Products for Surface Works.

**E14.3 Construction Methods**

- (a) Separation/Reinforcement geotextile fabric will be installed as outlined in CW 3110 - item 3.4 "Placement of Sub – Base Material with Geotextile Fabric".

**E14.4 Measurement and Payment**

- (a) Measurement and Payment for geotextile fabric mat will be on an area basis paid for at the Contract Unit Price per square metre for "Geotextile Fabric".

**E15. CRUSHED LIMESTONE SUB-BASE COURSE MATERIAL**

**E15.1 Description**

- (a) Crushed limestone sub-base material will be supplied and installed in accordance with City of Winnipeg's Standard Construction Specification CW 3110-R10 - "Sub-Grade, Sub-Base and Base Course Construction".
- (b) The Contractor will supply the Contract Administrator with the Standard Proctor Density for crushed limestone sub-base material one week prior to the start of construction. The Standard Proctor Density will be as outlined in CW 3110 –R9 – item 3.9 "Quality of Sub grade, Sub-base and Base Coarse Layers."

**E15.2 Materials**

- (a) Crushed Limestone sub-base material for the proposed basketball court will be 50 mm (2") down crushed limestone as specified and to the depth of 300 mm (12") as shown on the drawing T.14-E.

**E15.3 Construction Methods**

- (a) Crushed limestone sub-base material will be supplied and installed as outlined in CW 3110 – item 3.4 "Placement of Sub-Base Material with Geotextile Fabric".
- (b) All limestone sub-base material will be placed and compacted as specified to a finished thickness as shown on the drawings.
- (c) Crushed limestone sub-base material shall be placed in two lifts of 150 mm (6"). Each lift will be compacted to 100 % standard proctor density prior to placement of next lift. Each layer must be level and approved by the Contract Administrator before succeeding layer may be placed.

**E15.4 Measurement and Payment**

- (a) Measurement and Payment for crushed limestone sub base material will be on a weight basis paid for at the Contract Unit Price per tonne for "Crushed Limestone Sub – Base Coarse Material ".

**E16. CRUSHED LIMESTONE BASE COURSE MATERIAL**

**E16.1 Description**

- (a) Crushed limestone base material will be supplied and installed in accordance with City of Winnipeg's Standard Construction Specification CW 3110-R10 - "Sub-Grade, Sub-Base and Base Course Construction".
- (b) The Contractor will supply the Contract Administrator with the Proctor Density for crushed limestone base coarse material one week prior to the start of construction. The Standard Proctor Density will be as outlined in CW 3110 –R10 – item 3.9 "Quality of Sub grade, Sub-base and Base Coarse Layers."

**E16.2 Materials**

- (a) Crushed Limestone base coarse material for proposed basketball court and site furnishing will be 20 mm (3/4") down crushed limestone as specified and to the depth of 150 mm (6") as shown on the drawing T.14-E and T.14-F – Detail #4.
- (b) Top coarse material will be 6 mm (1/4") as specified and to the depth of 50 mm (2") for site furnishings as shown on the drawing T.14-F – Detail # 4.

#### E16.3 Construction Methods

- (a) Crushed limestone base coarse material will be supplied and installed as outlined in CW 3110 – item 3.5 "Placement of Base Course Material".
- (b) All limestone base coarse will be placed and compacted as specified to a finished thickness as shown on the drawings.

#### E16.4 Measurement and Payment

- (a) Measurement and Payment for crushed limestone base coarse material will be on a volume basis paid for at the Contract Unit Price per cubic metre for "Crushed Limestone Base Coarse Material".

### **E17. ASPHALTIC PAVEMENT –TYPE 1A**

#### E17.1 Description

- (a) Asphaltic Concrete will be supplied and installed in accordance with City of Winnipeg Standard Construction Specification CW 3410-R7 – "Asphaltic Concrete Pavement Works".
- (b) The Contractor will supply the Contract Administrator with the mix design statement for asphaltic pavement one week prior to the start of construction.

#### E17.2 Materials

- (a) Asphaltic Concrete shall be Type 1A as specified and to a thickness of 75 mm (3") as shown on the drawings.

#### E17.3 Construction Methods

- (a) Asphaltic Concrete will be supplied and installed in accordance with the lines, grades and thickness shown on the drawings and to City of Winnipeg Standard Construction Specification CW 3410. Asphalt shall be placed in one lift.
- (b) Keep all traffic off newly paved areas until paving surface temperature has cooled below 38 degrees Celsius. Do not permit stationary loads on pavement until 48 hours after placement.

#### E17.4 Measurement And Payment

- (a) Measurement and Payment for asphaltic pavements will be on a weight basis paid for at the Contract Unit Price per tonne for "Asphalt Pavements – Type 1A".

### **E18. CONCRETE BASKETBALL PILES**

#### E18.1 Description

- (a) Concrete basketball piles will be done in accordance with City of Winnipeg Standard Construction Specification CW 3310 – R10 "Portland Cement Concrete Pavement Works".
- (b) Concrete piles for basketball posts will be supplied and installed in the locations as shown on the drawings and as per drawing T.14-F - Detail # 2.

#### E18.2 Materials

- (a) Concrete strength and workability mix will be Type 1, as outlined in CW 3310 - item 6.2 "Concrete Strength and Workability".

#### E18.3 Construction Methods

- (a) Concrete basketball piles will be supplied and installed in accordance with City of Winnipeg Standard Construction Specification CW 3310 – “Portland Cement Concrete Pavement Works”.
- (b) Concrete piles for basketball posts will be installed as per the depth and locations as shown on the drawings and as per drawing T.14-F - Detail # 2.
- (c) The Contractor will excavate for the footings using a spread bore auger to the dimensions shown on drawing T.14-F - Detail # 2. Following the excavation “sono tubes” wrapped with 2 layers of 4 mil polyethylene will be installed for the upper 2.3 m of each hole.
- (d) Concrete shall be placed for each pile and vibrated in the upper one (1) metre prior to installation of the basketball net post.

#### E18.4 Measurement and Payment

- (a) Measurement and Payment of the concrete piles will be on a per unit basis paid for at the Contract Unit Price per unit for “Concrete Basketball Pile “. Price will include the cost of the concrete, steel, hole augering, backfill and all other items incidental to the Work included in this Specification. Price will be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this Specification.

### **E19. BASKETBALL BACKBOARD AND POLE**

#### E19.1 Description

- (a) This Specification will cover the supply and installation of all labour, materials, equipment and services necessary for the installation of basketball backstop and pole as described herein.

#### E19.2 Materials

- (a) Basketball backstops will be supplied by:
  - Playgrounds –R-Us
  - 425- B Oak Point Highway
  - Winnipeg, MB R2R 1T9
  - Phone: (204) 632 – 7000
  - Fax : (204) 632 - 7421
- (b) Adjustable Basketball Backstop
  - (i) Model # 541 – 616 – c/w aluminium fan backboard, 115 mm (4 ½) O.D. galvanized straight steel post, goal and net.

#### E19.3 Construction Methods

- (a) Adjustable basketball backstop will be supplied and installed as shown on the drawings and as per manufacturer’s specifications.
- (b) Basketball pole will be attached to concrete pile as per drawing T.14-F - Detail # 1.

#### E19.4 Measurement and Payment

- (a) Measurement and Payment for adjustable basketball backboards will be on unit basis paid for at the Contract Unit Price per unit for “Basketball Backboard and Pole”. Price will include basketball backboard, steel pole, netting and all other items incidental to the work included in the Specification. Price will 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. COURT LINE PAINTING**

#### E20.1 Description

- (a) This Specification will cover the supply and installation of all labour, materials, equipment and services necessary for line painting as described herein. Line painting will be required for the following items:

(a) Basketball Court – As shown on the drawings and as per drawing T.14-F-5.

#### E20.2 Materials

- (a) Paint shall conform to City of Winnipeg specification for line painting on asphalt surface.
- (i) CGSB 1-P-74m+Amdt-may81, alkyd traffic paint
  - (ii) High gloss Traffic Paint (IBIS Products Ltd.)

#### E20.2.1 Paint colour to be:

- (a) White or Yellow

#### E20.3 Construction Methods

- (a) The Contractor shall paint the lines on the asphalt pavements as per manufacturer's specifications and as shown on the drawings. The contractor will be responsible for all asphalt cleaning, layout, painting, and clean up required.
- (b) No markings shall be performed when the temperature is below 10°C Celsius nor during rainfall or fog, or until the surface is perfectly dry. No markings shall be done if, in the opinion of the site supervisor, the conditions are not conducive to provide a top quality result.
- (c) After application of the paint, all markings shall be protected while the paint is drying. The fresh paint shall be protected from injury or damage of any kind. The contractor shall be directly responsible and shall erect or place suitable warning signs, flags, or barricades, protective screens, or coverings as required. All surfaces shall be protected from disfiguration by spatter, splashes, spillage drippings, of paint or other materials.
- (d) In the application of straight strips, any deviation in the edges exceeding 1/2 inch in 50 feet shall be obliterated and the marking corrected. The width of the markings shall be as designated within a tolerance of 5 percent. All paintings shall be performed to the satisfaction of the Contract Administrator by competent and experienced equipment operators, laborers, and artisans in a neat and workmanlike manner.
- (e) The paint applicator to be an approved pressure type mobile distributor capable of applying paint in single or double and dashed lines, and that will ensure uniform application and having a positive shut-off.
- (f) The paint shall be mixed in accordance with the manufacturer's instructions before application. The paint shall be thoroughly mixed and applied to the surface of the concrete with the marking machine. The surface shall receive two (2) coats, the first coat shall be thoroughly dry before the second coat is applied.
- (g) Paint shall be applied at a rate of 200 lineal feet per gallon (60m per 4.5L) and maintain a uniform lines unless otherwise indicated on specifications drawings.
- (h) When discrepancies between the drawings and the field layout occur, these discrepancies are to be reported to the Contract Administrator for further action before proceeding with the application of paint.
- (i) Suitable chalk line layouts of proposed lines and arcs shall be spotted in advance of the paint application. Control points shall be spaced at such intervals as will ensure accurate location of all markings.
- (j) Immediately before application of the paint, the existing surface shall be dry and entirely free from dirt, grease, oil acids, laitance, or other foreign matter which would reduce the bond between the coat of paint and the asphalt/concrete. The surface shall be thoroughly cleaned by sweeping and blowing as required to remove all dirt, laitance and loose materials.

#### E20.4 Measurement and Payment

- (a) Measurement and Payment of line painting will be on a lump sum basis paid for at the Contract Unit Price for "Court Line Painting". Price will 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. REMOVE EXISTING CHAIN LINK FENCE AND BASEBALL BACKSTOP**

### **E21.1 Description**

- (a) This specification will cover the removals and disposal of the following item as shown on the construction drawings:
  - (i) Approximately 40 lineal metres of existing chain link fencing located on the east limit of the Work Site between Byng Place and the lane north. Chain link fence removal as shown on the construction drawings.
  - (ii) One existing baseball backstop located at north east section of the Work Site and as shown on the drawings.

### **E21.2 Construction Methods**

- (a) Existing chain link fencing will be taken down and removed and disposed of at location determined by the Contract Administrator.
- (b) Existing baseball backstop will be taken down and disposed of at a location determined by the Contract Administrator.

### **E21.3 Measurement and Payment**

- (a) Measurement and Payment for removal of existing chain link fence and baseball backstop will be paid on a lump sum basis for the "Removal Existing Chain Link Fence and Baseball Backstop".

## **E22. CHAIN LINK FENCE**

### **E22.1 Description**

- (a) Supply and installation of Chain Link Fencing shall be done in accordance with City of Winnipeg Standard Construction Specification CW 3550 – R2 – "Chain Link Fencing".
- (b) The Contractor shall supply and install 3.0 m height chain link fencing along the east side of the Work Site. The Contractor shall also install a section of chain link fence on the north side of the Work Site. Chain link fence to be installed as shown on the construction drawings.

### **E22.2 Materials**

- (a) Chain link fencing shall be 3.0 metres in height and shall conform to section 5 – "Materials" as outlined in the City of Winnipeg Standard Construction Specification CW 3550 – R2 – "Chain Link Fencing".

### **E22.3 Construction Methods**

- (a) Chain link fencing will be installed as per section – 9 – "Construction Methods" as outlined in the City of Winnipeg Standard Construction Specification CW 3550 – R2 – "Chain Link Fencing".

### **E22.4 Measurement and Payment**

- (a) Measurement and Payment for chain link fencing will on a lineal metre basis, paid for at the Contract Unit Price per lineal metres for "Chain Link Fence". Price will 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.

## **E23. SITE FURNISHINGS**

### **E23.1 Description**

- (a) This Specification will cover the supply and installation of a Cascade style bench and an ornamental waste receptacle as shown on the drawings. This specification will cover supply and installation of all labour, materials, equipment and services necessary for the installation of a park bench and an ornamental waste receptacle as described herein and as shown on the drawings.

### **E23.2 Materials.**

- (a) Bench is to be purchased from:

Playgrounds –R-Us  
425- B Oak Point Highway  
Winnipeg, MB R2R 1T9  
Phone: (204) 632 – 7000  
Fax: (204) 632 - 7421

- (b) Bench

- (i) Cascade Series: 72" Bench,
- (ii) Length: 1.8 m (6')
- (iii) Mounting: In ground
- (iv) Color: Sand

- (c) Ornamental Waste Receptacle to be purchased from:

Aaron Lennon  
Supervisor of Central Repair/Manufacturing Facility  
City of Winnipeg  
Fleet Management Agency Division  
Public Works Department  
215 Tecumseh St  
Winnipeg. MB R3E 3S4  
Telephone No. (204) 986-5505  
Facsimile No. (204) 986-1248

- (d) Ornamental Waste Receptacle :

- (i) Model No.: 52501062
- (ii) Type: Metal Slat
- (iii) Color: Black

### **E23.3 Construction Methods**

- (a) All work is to be located and installed in accordance with the drawings using approved non-rusting, vandal resistant fasteners to ensure solid, durable, finished work suitable for the purpose intended. Fasteners and assembly hardware shall be incidental to the Work;
- (b) All furnishings and fixtures to be installed plumb and true to correct elevations and location, as directed the Contract Administrator. The Contractor shall confirm proposed locations of all site furnishings with Contract Administrator prior to installation;
- (c) Install Bench as per drawing T.14-F – Detail # 4, and as per manufacturer's specification.
- (d) Install Waste Receptacles as per T.14-F – Detail # 6, and as per manufacturer's specification.

- (e) All furnishings and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering, which will injure or distort fixture, is prohibited.
- (f) All materials supplied under this specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.

#### E23.4 Measurement and Payment

- (a) Measurement and Payment for park bench and waste receptacle will be on a unit basis paid at the Contract Unit Price per unit for "Park Bench" and "Ornamental Waste Receptacle". Price will be payment in full for supplying all materials and performing all operation herein described all other items incidental to the Work included in this Specification.

### **E24. TOPSOIL AND SOD**

#### E24.1 Description

- (a) Topsoil & sod will be done in accordance with City of Winnipeg Standard Construction Specification CW 3540 – R4– "Topsoil and Finish Grading for Establishment of Turf Areas" and CW 3510-R8–"Sodding" respectively.
- (b) Included in topsoil and sod will is any site grading required for the construction of the sod swale.

#### E24.2 Material

- (a) Topsoil will conform to the materials as outlined in CW 3540- item 5.2 "Topsoil".
- (b) Sod will conform to the materials as outlined in CW 3510 – item 5.0 "Materials".

#### E24.3 Construction Methods

- (a) Topsoil and Sod will be supplied and installed in accordance with City of Winnipeg Standard Construction Specification CW 3540 and CW 3510 respectively.
- (b) Swale will be constructed to the design elevations and lines as shown on the drawings.

#### E24.4 Measurement and Payment

- (a) Measurement and Payment for topsoil and sod will be on an area basis paid for at the Contract Unit Price per square metre for "Top Soil and Sod".

### **E25. TOP SOIL AND SEED**

#### E25.1 Description

- (a) Topsoil & seed will be done in accordance with City of Winnipeg Standard Construction Specification CW 3540 – R4– "Topsoil and Finish Grading for Establishment of Turf Areas" and CW 3520-R6 – "Seeding" respectively.

#### E25.2 Materials

- (a) Topsoil will conform to the materials as outlined in CW 3540- item 5.2 "Topsoil".
- (b) Seed will conform to the materials as outlined in CW 3520 – item 5.0 "Materials".

#### E25.3 Construction Methods

- (a) Topsoil and Sod will be supplied and installed in accordance with City of Winnipeg Standard Construction Specification CW 3540 and CW 3520 respectively.

#### E25.4 Measurement and Payment

- (a) Measurement and Payment for topsoil and seed will be on an area basis paid for at the Contract Unit Price per square metre for "Top Soil and Seed".



## **E26. POST AND CHAIN BOLLARD FENCE**

### **E26.1 Description**

- (a) This Specification will cover the supply and installation of a post and chain bollard fence as shown on the drawings. This specification will cover supply and installation of all labour, materials, equipment and services necessary for the supply and installation of a post and chain bollard fence as shown on the drawings.

### **E26.2 Materials**

- (a) Bollard posts shall be Western Red Cedar, free of bark, solid core, air dried, pentachlophenol dipped after shaping and drilling- or Manitoba Pine, free of bark, solid core, rough not turned and boliden treated under pressure.
- (b) Bollard post shall be to the size and dimensions as indicated on the construction drawings.
- (c) Chain shall be galvanized 6 mm (1/4") chain.

### **E26.3 Construction Methods**

- (a) Post fencing and bollards shall be installed true and plumb.
- (b) Tops of fence posts shall follow final site grades.
- (c) Backfill post holes and bollard excavations with 20mm granular material. Tamp material thoroughly.

### **E26.4 Measurement and Payment**

- (a) Measurement and Payment for post and chain bollard basis will be on lineal metre basis paid for at Contract Unit Price per lineal metre for "Post and Chain Bollard Fence".

## **E27. CONCRETE PAD**

### **E27.1 Description**

- (a) This Specification will cover the supply and installation of a concrete pad extension as shown on the drawings. This specification will cover supply and installation of all labour, materials, equipment and services necessary for the supply and installation of a concrete pad as shown on the drawings.
- (b) Concrete pad will be 100 mm (4") thick non reinforced concrete placed on 150 mm (6") compacted sub base of 20 mm(3/4") crushed limestone base coarse material.
- (c) Concrete pad will be done in accordance with City of Winnipeg Standard Construction Specification CW 3310 – R10 "Portland Cement Concrete Pavement Works".

### **E27.2 Materials**

- (a) Concrete strength and workability mix will be Type 1, as outlined in CW 3310 - item 6.2 "Concrete Strength and Workability".

### **E27.3 Construction Methods**

- (a) Concrete pad will be supplied and installed in accordance with City of Winnipeg Standard Construction Specification CW 3310 – "Portland Cement Concrete Pavement Works".
- (b) Crushed limestone base coarse material will be supplied and installed as outlined in CW 3110 – item 3.5 "Placement of Base Course Material".
- (c) All limestone base coarse will be placed and compacted as specified to a finished thickness as shown on the drawings.

### **E27.4 Measurement and Payment**

- (a) Measurement and Payment for concrete pad will on an area basis paid for at Contact Unit Price per square metre for "Concrete Pad". Price will be payment in full for supplying all

materials and performing all operation herein described all other items incidental to the Work included in this Specification. Price will include excavation, compaction, limestone base material, and all other items incidental to the Work.

## **E28. CRACK SEALING**

- E28.1 As a warranty requirement, the Contractor shall rout and seal any and all cracks which may appear during the one-year warranty period. Crack sealing shall conform to the requirements of City of Winnipeg Standard Construction CW 3250 – R3.
- E28.2 No separate payment will be made for this item as it is considered a warranty issue and shall fall under G.C. 13 – Warranty.

## **E29. SITE CLEANUP**

- E29.1 All pathways, streets, approaches, driveways and properties near the Work Site shall be kept clean at all times by the Contractor.
- E29.2 Upon completion of the project, the Contractor shall immediately remove all excess materials and debris from the Work Site.

## **E30. SAFETY**

- E30.1 Safety and Health Regulations
- E30.1.1 The Contractor shall comply with the following:
- a) The City of Winnipeg's Safety in the Workplace Policy for Alcohol or any Mood or Mind Altering Drug in the Workplace;
  - b) The City of Winnipeg Safety Manual;
  - c) The Public Works Department's Safety Regulations;
  - d) The Province of Manitoba Workplace, Safety and Health Act.
- E30.1.2 The Contract Administrator and the City of Winnipeg, Public Works Department's Safety Officer has the authority to enforce all the above listed safety and/or health regulations.
- E30.1.3 The Contractor is advised that these safety regulations are available for viewing by contacting the Contract Administrator.

## **E31. SITE SAFETY PROCEDURES**

- E31.1 The Contractor shall be solely responsible for construction and public safety at the Site and for securing the Site at all times to prevent public access.
- E31.2 The Contractor shall, at his own expense, do whatever is necessary to ensure that when Work is stopped and the Contractor leaves the Site for whatever reason, the Site and Work is made safe, including but not limited to:
- a) The removal and/or safe storage of all construction equipment and materials;
  - b) The equipment installed and/or in the process of installation be completed or secured to ensure that no public hazards exist;
  - c) That all open excavations be filled; and
  - d) That all construction debris and surplus excavation material be removed from the Site.