



**THE CITY OF WINNIPEG**

**TENDER**

**TENDER NO. 312-2024**

**RIEL PARK BASEBALL DIAMOND IMPROVEMENTS**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 Riel Park Baseball Diamond Improvements

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 30, 2024.

B2.2 The Contract Administrator or the Manager of Purchasing 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 D5.1.

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.

B4.6 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **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 MERX website at [www.merx.com](http://www.merx.com).
- B6.4 The Bidder is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

## **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 their 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 they wish 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 their 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 B17.
- 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/Proposal;
  - (b) Form B: Prices.
- B8.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.3 The Bid shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B8.3.1 Bids will **only** be accepted electronically through MERX.
- B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B17.1(a).

## **B9. BID**

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, their 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 their 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/Proposal, 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/Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in their 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 their duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than their 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/Proposal should be entered below such signatures.

B9.4.2 All signatures shall be original.

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

## **B10. PRICES**

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

B10.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D27. Any such costs shall be determined in accordance with D27.

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.

- (a) The Bidder shall state a separate price in Canadian funds for each of the following items of work on Form B Prices:
  - (i) Separate Price to be deducted from Total Bid Price – Item No.1 shall be the amount deducted from the Total Bid Price if the Wood Bollards are deleted in accordance with B17.4(b)

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).

B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B10.5.1 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

## **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) Bestway Fence Systems for backstop and dugout information.

## **B12. CONFLICT OF INTEREST AND GOOD FAITH**

- B12.1** Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- 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 their 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 their 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 their 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 their 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 their 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 their sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their 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 their 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 their 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 their 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, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

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);
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.4 and D7).

B13.4 Further to B13.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

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. OPENING OF BIDS AND RELEASE OF INFORMATION**

B14.1 Bids will not be opened publicly.

B14.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the MERX website at [www.merx.com](http://www.merx.com).

- B14.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B14.4 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).
- B14.4.1 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.

## **B15. IRREVOCABLE BID**

- B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B15.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

## **B16. WITHDRAWAL OF BIDS**

- B16.1 A Bidder may withdraw their Bid without penalty prior to the Submission Deadline.

## **B17. EVALUATION OF BIDS**

- B17.1 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.
- B17.2 Further to B17.1(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.
- B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.
- B17.4 Further to B17.1(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 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 deducting item 1 from 'Separate Prices to be deducted from Total Bid Price' noted on Form B: Prices until a Total Bid Price within budgetary provision is achieved.**
- B17.4.1 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B17.4.2 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

**B18. AWARD OF CONTRACT**

B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B18.2 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.

B18.2.1 Without limiting the generality of B18.2, 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 their 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.

B18.3 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of D27 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.

B18.4 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 B17.

B18.5 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B18.5.1 The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

B18.6 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](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 site grading, drain basins with subsurface drainage, pathways, site furniture, renewal of existing baseball backstop and dugout, and soil and sod.

D2.2 The funds available for this Contract are: **\$85,000.00**

#### D3. SITE INVESTIGATION DUE DILIGENCE AND RISK

D3.1 Notwithstanding C3.1, the Contractor acknowledges that the site investigation reports and other site information included in this Tender have been provided to it and may be relied upon by the Contractor to the extent that the Contractor uses Good Industry Practice in interpreting such report(s) and site information and carries out the Work in accordance with Good Industry Practice based upon such report(s) and the information contained in them and such other site information. In the event that a site condition related to:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the Site conditions, including but not limited to subsurface hazardous materials or other concealed physical conditions;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect the performance of the Work;

that could not have been “properly inferable”, “readily apparent” and readily discoverable” using Good Industry Practice by the Contractor, results in additional Work which is a direct result of this newly discovered site condition, such additional Work will be considered by the City under Changes in Work.

#### D4. DEFINITIONS

D4.1 When used in this Tender:

- (a) “**Supply Chain Disruption**” means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;
- (b) “**CW**” means current City of Winnipeg Standard Construction Specification;
- (c) “**SCD**” means current City of Winnipeg Parks Planning Standard Construction Detail Drawings;
- (d) “**SD**” means current City of Winnipeg Standard Construction Detail;

## **D5. CONTRACT ADMINISTRATOR**

D5.1 The Contract Administrator is:

Meaghan Giesbrecht  
Landscape Designer

Telephone No. 204 451-4185

Email Address mgiesbrecht3@winnipeg.ca

D5.2 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.

## **D6. CONTRACTOR'S SUPERVISOR**

D6.1 At the pre-construction meeting, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

## **D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

D7.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D7.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D7.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

## **D8. UNFAIR LABOUR PRACTICES**

D8.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.

D8.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.

- D8.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C18.
- D8.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D8.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.
- D8.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D8.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

## **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 Documents, if applicable.
- 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, Purchasing 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 two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed

operations, to remain in place at all times during the performance of the Work and throughout the warranty period;

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

D11.2 Deductibles shall be borne by the Contractor.

D11.3 All policies shall be taken out with insurers licensed in the Province of Manitoba.

D11.4 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.

D11.5 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 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract 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; 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; or
- (c) 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 H3: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (d) 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.

D12.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:

- (a) the version submitted by the Contractor must have valid digital signatures and seals;
- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.



(e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D12.1.1(b).

D12.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in their discretion, exercised reasonably, allows.

D12.1.3 Digital bonds passing the verification process will be treated as original and authentic.

D12.1.4 Where the contract 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 contract security.

D12.2 The Contractor shall provide the Contract Administrator identified in D5 with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order or an award letter 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 Documents, if applicable.

D12.3 Where the Contract Security is provided in accordance with D12.1(a) and D12.1(b), 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 seven (7) Calendar Days from notification of the award of Contract.

### **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 C4.1 for the return of the executed Contract Documents, if applicable.

D14.2 The detailed work schedule shall consist of the following:

- (a) removals;
- (b) excavation and site grading;
- (c) subsurface drainage and drain basins;
- (d) installation of chain link backstop and dugouts
- (e) installation of new granular pathways;
- (f) installation of site furniture;
- (g) installation of topsoil and sod; and
- (h) Other milestone dates appropriate to this project should also be included to make the Contract Administrator aware of them.

## **SCHEDULE OF WORK**

### **D15. COMMENCEMENT**

- D15.1 The Contractor shall not commence any Work until they are in receipt of a Purchase Order 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;
    - (vii) the detailed work schedule specified in D14; and
    - (viii) the direct deposit application form specified in D23.
  - (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 Contractor shall not commence the Work on the Site before August 6, 2024.

### **D16. SUBSTANTIAL PERFORMANCE**

- D16.1 The Contractor shall achieve Substantial Performance by September 13, 2024.
- D16.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D16.3 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.

### **D17. TOTAL PERFORMANCE**

- D17.1 The Contractor shall achieve Total Performance by September 20, 2024.
- D17.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D17.3 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.

### **D18. LIQUIDATED DAMAGES**

- D18.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City five hundred dollars (\$500) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.

- D18.2 The amount specified for liquidated damages in D18.1 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.
- D18.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

#### **D19. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

- D19.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.
- D19.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D19.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D19.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D19.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D19.5 The Work schedule, including the durations identified in D16 to D17 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.
- D19.6 Where Work not previously identified is being carried over solely as a result of delays related to Supply Chain Disruption, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to Supply Chain Disruption, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.
- D19.7 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

#### **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) Sod as specified in E22.
- 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 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 they deem it necessary.

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

- D22.1 Further to C6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

## MEASUREMENT AND PAYMENT

### D23. PAYMENT

- D23.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [https://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf)

## WARRANTY

### D24. WARRANTY

- D24.1 Warranty is as stated in C13.

## DISPUTE RESOLUTION

### D25. DISPUTE RESOLUTION

- D25.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D25.
- D25.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"
- D25.3 The entire text of C21.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Purchasing Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.
- D25.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
  - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
    - (i) The Contract Administrator;
    - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
    - (iii) Department Head.
- D25.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D25.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D25.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D25.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D25.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

## **INDEMNITY**

### **D26. INDEMNITY**

- D26.1 Indemnity shall be as stated in C17.
- D26.2 Notwithstanding C17.1, the Contractor shall save harmless and indemnify the City in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the Contractor, their Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
- (a) accidental injury to or death of any person whether retained by or in the employ of the contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
  - (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
  - (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
  - (d) any claim for lien or trust claim served upon the City pursuant to The Builders' Liens Act;
  - (e) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;
  - (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
  - (g) inaccuracies in any information provided to the City by the Contractor.

D26.3 Further to C17, The City shall save harmless and indemnify the Contractor in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the City, their employees or agents in the performance of its obligation under the Contract.

### THIRD PARTY AGREEMENTS

#### D27. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D27.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D27.2 Further to D27.1, in the event that the obligations in D27 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D27.3 For the purposes of D27:

- (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.

D27.4 Modified Insurance Requirements

D27.4.1 If not already required under the insurance requirements identified in D11, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.

D27.4.2 If not already required under the insurance requirements identified in D11, the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.

D27.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D27.4.4 Further to D11.4, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D27.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D27.5 Indemnification By Contractor

D27.5.1 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.

- D27.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
  - (b) any damage to or loss or destruction of property of any person; or
  - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

#### D27.6 Records Retention and Audits

- D27.6.1 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.

- D27.6.2 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 D27.6.1 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.

#### D27.7 Other Obligations

- D27.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D27.7.2 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.
- D27.7.3 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.
- D27.7.4 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.

D27.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D27.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.



**FORM H1: PERFORMANCE BOND**  
(See D12)

KNOW EVERYONE 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. 312-2024

Riel Park Baseball Diamond Improvements

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 EVERYONE 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 hereinbelow 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. 312-2024

Riel Park Baseball Diamond Improvements

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
  - (i) 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;

- (ii) 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;
  - (iii) 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)

**FORM H3: IRREVOCABLE STANDBY LETTER OF CREDIT  
(CONTRACT SECURITY)  
(See D12)**

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

The City of Winnipeg  
Legal Services Department  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1

RE: CONTRACT SECURITY - TENDER NO. 312-2024  
Riel Park Baseball Diamond Improvements

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

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

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

\_\_\_\_\_ Canadian dollars.

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

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

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

\_\_\_\_\_  
(Address)

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

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

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

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

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

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

Except where they may conflict with the terms and conditions contained in this Letter of Credit, the International Standby Practices 1998 shall apply to this Letter of Credit. This Letter of Credit shall also be governed by and construed in accordance with the laws of the Province of Manitoba and of Canada as applicable therein, except to the extent that such laws are inconsistent with the International Standby Practices 1998. This Letter of Credit is subject to the exclusive jurisdiction of the courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

\_\_\_\_\_  
(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 their 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, Purchasing 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>Specification No.</u>	<u>Specification Title</u>
CW-1110	General Instructions
CW-1130	Site Requirements
CW-2030	Excavation Bedding and Backfill
CW-2160	Concrete Underground Structures and Works
CW-3110	Sub-Grade, Sub-Base and Base Course Construction
CW-3130	Supply and Installation of Geotextile Fabric
CW-3170	Earthwork and Grading
CW-3510	Sodding
CW-3520	Seeding
CW-3540	Topsoil and Finish Grading for Establishment of Turf Areas
CW-3550	Chain Link Fence

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
R.27-D1	Existing Conditions and Removals
R.27-D2	Materials and Layout Plan
R.27-D3	Grading Plan
R.27-D-CAD	CAD file
SD-243	Sodding Details
SCD-105B	Post Bollard
SCD-119	Waste Receptacle Side Opening Metal Slat Type
SCD-330	Ball Diamonds Dugout
SCD-331	Ball Diamonds Backstop
SCD-646	Park Pathway Crushed Limestone
SCD-661	Perforated Pipe w/ Filter Cloth Drainage System
SCD-668	Drain Basin

#### E2. HAZARDOUS MATERIALS

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



### **E3. EXISTING SERVICES AND UTILITIES**

E3.1 No responsibility will be assumed by the City for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface; the City shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.

### **E4. ACCESS TO SITE**

E4.1 Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at his/her own expense and approved by the Contract Administrator.

E4.2 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and he/she shall be responsible for all damage resulting from his/her Work on private property.

### **E5. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES**

E5.1 Further to C: 6.12, 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.

E5.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.

E5.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.

E5.4 All Work shall be performed in compliance with Manitoba Workplace Safety and Health.

E5.5 All Work shall be performed in compliance with Manitoba Workplace Safety and Health Fall Protection guidelines.

E5.6 The Contractor and Sub-contractors must be fully aware of all Work involving hazardous materials. All Work must be performed in compliance with the Manitoba Department of Labour Workplace Safety and Health 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.

### **E6. DAMAGE TO EXISTING STRUCTURES AND PROPERTY**

E6.1 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing trees, shrubs, sod, pavements, streets, roads, boulevards, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the Site of the Work. For all damage incurred in the performance of the Work (either directly or indirectly), the Contractor shall either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to City of Winnipeg Contract Administrator, and the cost of which shall be borne entirely by the Contractor. The Contractor shall also indemnify and save harmless the City from all claims made directly or indirectly against it in respect to any such damage.

E6.2 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing park trees within the limits of the construction area:

- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment within 2 metres of trees.
- (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2400 mm wood planks, or suitable protection as approved by the Contract Administrator.

- (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
- (d) Operation of equipment within the drip line of the trees shall be kept to a minimum required to perform the Work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the drip lines of trees. The drip line of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.

E6.3 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his/her designate.

E6.4 No separate measurement or payment will be made for the protection of trees.

## **E7. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT**

E7.1 Further to CW 1130, the Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress is maintained to private properties while he/she is working near them. Any damage caused by the negligence of the Contractor or his/her Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by him at his/her own expense, to the satisfaction of the Contract Administrator.

E7.2 Ambulance/ Emergency vehicle access must be maintained at all times.

E7.3 Contractor to maintain public sidewalk access free and clear of construction equipment, construction material, and debris.

## **E8. EXISTING SERVICES AND UTILITIES**

E8.1 No responsibility will be assumed by the Owner for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface; the Owner shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.

## **E9. PROTECTION OF SURVEY INFRASTRUCTURE**

E9.1 Notwithstanding clause 4 "Persons and municipalities to protect Outline Monuments"; under [The Surveys Act](#), of Manitoba, the Contractor shall be responsible to protect the Survey Infrastructure from damage as a result of the Work.

E9.2 Further to C6.26 (g), at least 72 hours prior to the commencement of the On-Site Work the Contractor shall contact the City of Winnipeg, Geomatics Services Branch at 204-918-1360 (8:00 am to 4:00 pm Monday to Friday, excluding holidays) to obtain underground clearance. Geomatics Services will locate and mark all known outline survey monuments and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.

E9.3 Where a survey post, bar or control monument lies in the line of the proposed Work and must be disturbed, the Contractor shall provide the Contract Administrator with 48 hours' notice to permit referencing for future replacement, at no cost to the Contractor. Failure to provide the specified notice shall result in the Contractor paying for all costs associated with replacing or relocating the disturbed outline survey monuments and geodetic control monuments. Survey monuments and geodetic control monuments at or adjacent to the Site, not in the line of the proposed construction that are damaged or disturbed by the Contractor shall be replaced or relocated by the City or its agent and all associated costs shall be paid for by the Contractor.

E9.4 An approximate estimate of the cost to restore a legal survey monument is \$1,000 per bar and \$3,000 per control monument. Contractors shall ensure their landscaping and other subcontractors are aware of this clearance procedure and the potential restoration costs. Where possible, amounts owed to the City in accordance with the above will be deducted from payments to be made by the City to the Contractor.

#### **E10. DEFECTIVE WORK**

E10.1 Defective Work shall be per Section C11 of the current City of Winnipeg General Conditions for Construction.

#### **E11. SITE ENCLOSURES**

E11.1 Temporary Site enclosures, as determined necessary at the pre-construction meeting, shall be erected and maintained as required for the duration of the construction period.

E11.2 Site enclosures shall be considered incidental to the Contract Work.

E11.3 Site enclosures shall be sturdy, steel construction fencing.  
(a) Snow fencing will not be accepted.

E11.4 Contractor to securely lock construction fencing at the end of each Working Day.

E11.5 Contractor shall install a minimum of one (1) construction safety sign per enclosure.

#### **E12. STAKES AND MARKS**

E12.1 The Contractor is responsible for the layout of all Work. Key grade stakes shall be identified at the pre-construction meeting.

E12.2 The Contract Administrator shall be advised of the staking of the layout and site grades at least twenty-four (24) hours in advance in order that the layout and site grades may be inspected and adjusted as required prior to construction.

E12.3 The Contractor is responsible for the maintenance of the layout and grade stakes throughout the construction process.

E12.4 The Contractor shall determine the meaning and correctness of the stakes and marks before starting the Work. If an error is suspected in the Drawings, Specifications or directions of the Contract Administrator, Work will be discontinued until the error is rectified. No claim will be made due to alleged inaccuracies in the stakes and marks and for delay in the Work to rectify an error.

#### **E13. SITE RESTORATION**

E13.1 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all tools, equipment, waste, debris and surplus foundation earth to the satisfaction of the Contract Administrator. Unless otherwise specified, the Contractor shall restore all areas of the Site beyond the established limit of Work, which have been disturbed by the Contractor's operations to as good as or better than the original condition to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this Work.

### **SITE DEVELOPMENT**

#### **E14. REMOVALS**

E14.1 This Specification shall cover the removal of chain link fencing, players benches, culvert, concrete pad, and granular paving as identified by the Contract Administrator and as per the drawings.

E14.2 The Work to be done by the Contractor under this specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to satisfactory performance and completion of all Work as shown on the drawings as herein specified.

#### E14.3 Construction methods

E14.3.1 Remove existing chain link fencing, players benches, culvert, concrete pad, and granular paving as identified by the Contract Administrator and as per the drawings.

E14.3.2 Footings that cannot be completely removed shall be broken off min. 600mm below finished grade.

E14.3.3 Voids from concrete footings shall be filled and sufficiently compacted with clean fill.

E14.3.4 The Contractor shall load and haul all waste materials from the site and dispose of these materials at dumps located by the Contractor and approved by the Contract Administrator.

#### E14.4 Method of Measurement

E14.4.1 Method of Measurement shall be as follows:

- (a) Removals shall be measured on a linear metre basis for:
  - (i) "Remove & Legally Dispose of Existing Chain Link Fencing" on Form B: Prices.
- (b) Removals shall be measured on a lump sum basis for:
  - (i) "Remove & Legally Dispose of Existing Players Benches, Concrete Pad, Culvert, and Granular Paving" on Form B: Prices.
- (c) No separate measurement shall be made for filling footing holes with fill material as this work is incidental herein.

#### E14.5 Basis of Payment

E14.5.1 Basis of Payment shall be as follows:

- (a) Removals will be paid for at the Contract Unit Prices on Form B: Prices. The amount to be paid for shall be the total number of units, measured as specified herein, which price shall be for full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
- (b) No separate payment shall be made for filling footing holes with fill material as this work is incidental herein.

### **E15. EXCAVATION AND GRADING**

#### E15.1 General Description

E15.1.1 This Specification shall amend and supplement CW 3110 and CW 3170. It shall cover the excavation and legal disposal of existing earthen materials and site grading for compacted granular pad and pathways.

E15.1.2 If required by the Contract Administrator, layout and grades shall be established by a professional land surveyor.

E15.1.3 Excavation includes the removal of items (i.e. earthen materials) as indicated on the Drawings and as directed by the Contract Administrator. Work includes the satisfactory disposal of unsuitable Site material such as clays susceptible to frost-heaving, silts, rock, rubble, rubbish and any surplus suitable Site material.

E15.1.4 Work shall include but not be limited to the following:

- (a) Excavate for drainage swales and granular pathways as per SCD-646.

E15.1.5 Excavate, add clean fill if necessary, and grade to the limits shown on Drawings to the depths necessary to achieve finish grades indicated in the Drawings.

E15.1.6 All extraneous materials are to be removed from the Site and disposed of in a safe and legal manner.

E15.1.7 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

## E15.2 Construction Methods

### E15.2.1 Excavation

- (a) Stockpile suitable, approved material on Site for reuse (clean topsoil, clean earth fill,) in a secure location. Remove and dispose of unsuitable material.
- (b) Disposal of material shall be understood to mean the hauling of all unsuitable material from the Site and the unloading in a legal manner acceptable to the Contract Administrator. If arrangements are made in advance excavated material may be disposed of on Site at a location designated by the Contract Administrator.
- (c) Contractor must coordinate with the Contract Administrator to ensure all removals have occurred.
- (d) Excavate to the limits shown and as necessary to achieve finish grades as indicated on the Drawings. **Where design grades are not shown, the new surface materials shall be installed to meet flush with surrounding grades, and sloped so as not to impede the existing drainage pattern.**
- (e) The Contractor shall construct all sub-grades in accordance with CW 3110. This shall include the use of suitable compaction equipment as approved by the Contract Administrator to achieve a minimum compaction of 98% Standard Proctor Density below all paved areas (asphalt and concrete), and 90% Standard Proctor Density in all other areas disturbed under this Contract unless otherwise indicated. Lifts shall not exceed a compacted thickness of 150 mm.
- (f) Where new sod will meet existing, employ a vertical shearing operation, such as using a sharp spade or edger, along the outside edges of the excavation to create a clean and definite line for the new sod to abut flush to.

### E15.2.2 Grading

- (a) Site grading shall be as per the Drawings and are to match existing grades.
- (b) The design grade shall be considered to be straight grade between finished design elevations shown. Changes in grade at swales or where it meets existing sod shall be gently contoured to allow for ease of grass mowing operations.
- (c) Contractor to ensure site grading does not create tripping hazards and no areas of standing water remain.
- (d) If necessary the Contractor shall import clean fill to achieve grades as per the Drawings.
- (e) Backfill shall be placed in a dry, thawed condition and shall be maintained free of moisture or frost.
- (f) In fill areas where the difference between the existing ground elevation and the new finished design elevation is less than 300 mm, the Contractor shall scarify the existing ground to a minimum depth of 50 mm prior to placement of any fill.
- (g) In areas where new grades are greater than 75 mm than existing grades, clean fill shall be used to achieve finished subgrade levels. Clean fill can be used from On-Site grading operations. If additional clean fill is required, it must be hauled in from Off-Site.

### E15.2.3 Finish Grading

- (a) Following earthmoving, rough grading and compaction, the Work areas shall be finish graded to provide a maximum deviation of 50 mm in 10 meters from the design grade with no low areas that hold water. The finished surface of all disturbed areas shall be

dragged and smoothed in such a manner that there are no loose soil particles greater than 50 mm.

- (b) All surplus fill material shall be removed and legally disposed off-site.
- (c) Do not disturb adjacent items designated to remain in place.

### E15.3 Method of Measurement and Basis of Payment

#### E15.3.1 Method of Measurement shall be as follows:

- (a) Excavation and Grading shall be measured on a square metre basis for:
  - (i) "Rough grading" on Form B: Prices.
- (b) If required by the Contract Administrator, no measurement will be made for retaining services relating to survey of layout and establishing grades as these items are incidental to the Work herein.
- (c) No separate measurement will be made for excavation and grading for the following items as these items are incidental to the Work herein:
  - (i) Compacted granular pavement;
  - (ii) Trenching for subsurface drainage.

#### E15.3.2 Basis of Payment shall be as follows:

- (a) If required by the Contract Administrator, no additional payment will be made for retaining services relating to survey of layout and establishing grades as these items are incidental to the Work herein.
- (b) No additional payment will be made for excavation and grading for the following items as these items are incidental to the Work herein:
  - (i) Compacted granular pavement.
  - (ii) Trenching for subsurface drainage.

## E16. COMPACTED GRANULAR PAVEMENT

### E16.1 General Description

- E16.1.1 This Specification shall amend and supplement CW 3110 and SCD 646 and shall cover the supply and installation of compacted granular pavement.
- E16.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

### E16.2 General Instructions

#### E16.2.1 Quality Control

- (a) Testing and Approval of Materials
  - (i) Material testing may be required as per this Specification and as directed by the Contract Administrator.

#### E16.2.2 Submittals

- (a) Samples
  - (i) Material samples may be required, at the discretion of the Contract Administrator, for materials supplied under this Specification.

### E16.3 Excavation

#### E16.3.1 Description

- (a) This Specification shall be done in accordance with CW 3110, and SCD-646 as indicated on the Drawings.

- (b) Excavation shall be understood to include all removal of existing insitu material necessary to achieve finished grade and as indicated on the Drawings and in accordance with E15.
- (c) The Contractor shall survey and stake out the proposed granular pavement prior to the start of construction as shown on the construction drawings. Layout shall be checked and confirmed with Contract Administrator prior to construction.

#### E16.3.2 Construction Methods

- (a) Excavation shall be performed as per E15 and outlined in Section 3.2 of CW 3310.
- (b) In locations where existing trees root systems intersect with the pavement area, excavation shall be done carefully so as not to damage or sever any roots of the trees.
- (c) If any pavement exists at the limits of the designated area of removal, these shall be saw cut for the full depth of the pavement prior to the demolition and removal operations. All costs in connection with saw cutting are incidental and shall be included in the unit price bid for excavation.
- (d) All excavated material shall be removed, hauled and disposed of off-site to the satisfaction of the Contract Administrator.

#### E16.4 Sub-Grade Compaction

##### E16.4.1 Description

- (a) Sub grade compaction shall be done in accordance with CW 3110.

##### E16.4.2 Construction Methods

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

#### E16.5 Geotextile Fabric

##### E16.5.1 Description

- (a) Geotextile Fabric shall be placed in accordance with CW 3130.

##### E16.5.2 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.
  - (i) [https://www.winnipeg.ca/finance/findata/matmgt/std\\_const\\_spec/current/Docs/Approved\\_Products\\_Surface\\_Works.pdf](https://www.winnipeg.ca/finance/findata/matmgt/std_const_spec/current/Docs/Approved_Products_Surface_Works.pdf)

##### E16.5.3 Construction Methods

- (a) Separation/reinforcement geotextile fabric shall be installed as outlined in Section 3.1 of CW 3110.

#### E16.6 Crushed Limestone Materials

##### E16.6.1 Description

- (a) Crushed limestone base material shall be supplied and installed in accordance with CW 3110 and as per the Drawings.

##### E16.6.2 Materials – Limestone Pavement Only

- (a) 150 mm layer 50 mm (2") down crushed limestone
- (b) 50 mm layer 20 mm (3/4") down crushed limestone
- (c) 25 mm layer 6mm (1/4") down crushed limestone.

**E16.6.3 Construction Methods**

- (a) All limestone material shall be placed and compacted as specified to finished thickness as shown on the Drawings.
- (b) Base Course and Capping Course shall be compacted to a minimum of one hundred percent (100%) of Standard Proctor Density.

**E16.7 Quality Control**

**E16.7.1 Materials and Work**

- (a) Materials and Work may be subject to Quality Control Testing and Approval of Materials per the general instructions section of the Bid Document.

**E16.8 Method of Measurement and Basis of Payment**

**E16.8.1 Granular pavement shall be measured on a square metre basis for:**

- (a) "Supply & Install Granular Pavement" on Form B: Prices.
- (b) If required by the Contract Administrator, no measurement will be made for material testing as this item is incidental to the Work herein.

**E16.8.2 Basis of Payment shall be as follows:**

- (a) Compacted Granular Pavement will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for excavation, subgrade compaction, supply and installation of base course and top course, supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
- (b) If required by the Contract Administrator, no payment will be made for material testing as this item is incidental to the Work herein.

**E17. DRAIN BASIN AND SUBSURFACE DRAINAGE PIPE**

**E17.1 Description**

- (a) This Specification shall amend CW 3120 and cover the supply and installation of two (2) Drain Basins, frames, covers and any associated fittings or accessories and appurtenances as well subsurface drainage pipe between drain basins and from the drain basin to the existing catch basin, including any necessary repairs to sidewalks, turf or otherwise.

**E17.2 Materials**

**E17.2.1 Drain Basin:**

- (a) 600 mm diameter Nyloplast 2824AG Drain Basin c/w Standard Ductile Iron Grate and Frame (product # 2499CGS), 300 mm sump depth and all required fittings specified by the Manufacturer and as shown on the Drawings and SCD-668.
  - (i) Note: Iron Grate does **not** need to be lockable
- (b) Or approved substitute as per B7.

**E17.2.2 Drainage Pipe:**

- (a) Subsurface drainage pipe between drain basins and from the drain basin to the existing catch basin shall be 200mm (8") dia. Dual-wall HDPE Rigid Pipe ADS (product N12 WT #08650010IB).
- (b) Or approved substitute as per B7.

**E17.3 Construction Methods**

**E17.3.1 Installation of Drain Basins:**



- (a) Drain Basins are to be installed in the locations and to the design elevations shown on the Drawings.
- (b) The location of the Drain Basins shall to be marked out on Site and reviewed by the Contract Administrator prior to installation.
- (c) Excavations at any time shall not exceed the amount of Drain Basins that can be installed and backfilled prior to the end of each Working Day.
- (d) Drain Basin bedding and backfill in accordance with the Drawings, SCD-668, CW 2030, and SD-001 and SD-002.
- (e) The grades of the bottom of the Drain Basin are to be reviewed by the Contract Administrator prior to the installation of Drain Basin.
- (f) Non-woven Filter Fabric, as shown on the Drawing shall be supplied and installed in accordance with CW 3130.

**E17.3.2 Installation of Land Drainage Pipe:**

- (a) The layout of the drainage pipe is to be marked on Site and approved by the Contract Administrator prior to trenching.
- (b) Drainage pipe installation is not to proceed until after the excavation/grading has been approved by the Contract Administrator.
- (c) Land Drainage Pipes shall be installed as per CW 3120.
- (d) Land Drainage Pipes shall be connected to each Drain Basin then finally, to the existing concrete catch basin as per CW 2130 and the Drawings.
- (e) Non-woven Filter Fabric, as shown on the Drawing shall be supplied and installed in accordance with CW 3130.

**E17.4 Method of Measurement and Basis of Payment**

**E17.4.1 Method of Measurement shall be as follows:**

- (a) Drain Basins will be measured on a per unit basis for:
  - (i) "Supply & Install Drain Basin", on Form B: Prices.
- (b) Subsurface Drainage Pipe will be measured on a linear metre basis for:
  - (i) "Supply and Install subsurface drainage from Drain Basin tied into Existing Catch Basin", on Form B: Prices.
- (c) No separate measurement shall be made for connections to Drain Basins, Catch Basin or Manholes as this work is incidental to the Work herein.

**E17.4.2 Basis of Payment shall be as follows:**

- (a) Supply and Install Drain Basins and Subsurface Drainage Pipe will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on the Bid Form. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

**E18. DUGOUTS**

**E18.1 General Description**

**E18.1.1** This Specification shall supplement CW 3550 and shall cover the supply and installation of Dugouts as per Drawings. Dugouts to include 1.8m height chain link fencing, benches and granular surfacing as per Drawings and SCD-330.

**E18.1.2** The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

**E18.2 Materials**

- E18.2.1 Chain Link Fencing:
- (a) 1.8m high Chain Link Fencing as per CW 3550 and SCD-330.
    - (i) Fittings and Accessories:
      - ◆ Fabric staples shall be 50 mm 9-gauge galvanized steel fencing staples.
- E18.2.2 Benches:
- (a) All Materials per Drawing SCD-330.
- E18.3 Construction Methods
- E18.3.1 Chain Link Fencing:
- (a) All Construction Methods per CW 3550 and SCD-330.
  - (b) All wing extensions/line posts to be driven or set into the ground as per CW 3550.
- E18.3.2 Benches:
- (a) All Construction Methods as per SCD-330.
- E18.4 Method of Measurement and Basis of Payment
- E18.4.1 Method of Measurement shall be as follows:
- (a) Dugouts will be measured on a lump sum basis for:
    - (i) "Supply & Install 2 Dugout Areas c/w Chain Link Fencing and Players Benches" on Form B: Prices.
- E18.4.2 Basis of Payment shall be as follows:
- (a) Dugouts will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on the Bid Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

## **E19. BACKSTOP**

- E19.1 General Description
- E19.1.1 This Specification shall supplement and adhere to CW 3550 and CW 2160 and shall cover the supply and installation of a new baseball backstop as per Drawings. Backstop to be sized per SCD-331.
- (a) The Contractor shall survey and stake out the proposed layout for each backstop prior to the start of construction as shown on the construction drawings. Layout shall be checked and confirmed with Contract Administrator prior to construction.
- E19.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.
- E19.2 Materials
- E19.2.1 Chain Link Fencing:
- (a) 5.49m high Chain Link Fencing as per CW 3550, SCD-331.
    - (i) Fittings and Accessories:
      - ◆ Fabric staples shall be 50 mm 9-gauge galvanized steel fencing staples.
    - (b) Concrete Foundation:
      - (i) Materials to be as per CW 2160
- E19.3 Construction Methods

E19.3.1 Chain Link Fencing:

- (a) All Construction Methods per CW 3550, SCD-331.

E19.3.2 Concrete Foundations:

- (a) Posts to be installed into concrete foundations as per SCD-331.
- (b) All Construction Methods as per CW 2160, SCD-331.

E19.4 Method of Measurement and Basis of Payment

E19.4.1 Method of Measurement shall be as follows:

- (a) Backstop will be measured on a lump sum basis for:
  - (i) "Supply & Install Chain Link Backstop" on Form B: Prices.

E19.4.2 Basis of Payment shall be as follows:

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

**E20. WOOD BOLLARDS**

E20.1 Description

- (a) This Specification will cover the supply and installation of bollard posts as per SCD-105B and 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 bollard fence and chain vehicle opening as shown on the drawings.

E20.2 Materials

- (a) Wood 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) 6mm down limestone.
- (c) Bollard posts shall be to the size and dimensions as indicated on the construction drawings.

E20.3 Construction Method

E20.3.1 Installation of wood bollards shall be as per SCD-105B.

- (a) Bollards shall be installed true and plumb.
- (b) Tops of bollards shall follow final site grades.
- (c) Backfill bollard excavations with 6mm down limestone. Tamp material thoroughly.

E20.4 Method of Measurement and Basis of Payment

E20.4.1 Method of Measurement shall be as follows:

- (a) The supply and installation of Bollard Posts shall be measured on a per item basis for:
  - (i) "Supply & Install Wood Bollards" on Form B: Prices.

E20.4.2 Basis of Payment shall be as follows:

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

## E21. SITE FURNISHINGS

### E21.1 General Description

E21.1.1 This Specification shall cover the **supply and installation** of site furnishings as per the Drawings.

E21.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

### E21.2 Materials

E21.2.1 All materials supplied under this specification shall be of a type approved by the Contract Administrator, and subject to inspection and testing by the Contract Administrator.

E21.2.2 All site furnishings shall be as per the Drawings.

#### E21.2.3 Ordering

(a) To order City of Winnipeg site furnishings email: [pwd-cps-orderdesk@winnipeg.ca](mailto:pwd-cps-orderdesk@winnipeg.ca)

#### E21.2.4 City of Winnipeg Site Furnishings:

(a) Waste Receptacle Side Opening Metal Slat Type per SCD-119 x 1

(i) Product Numbers:

◆ Metal Slat Waste Receptacle: 52501063GLV – **Cost \$454.00 plus taxes**

◆ Wire Basket: 52501058GLV - **Cost \$209 plus taxes**

(ii) Finish: Galvanized

(iii) Mounting: in-ground

### E21.3 Construction Methods

E21.3.1 All Work is to be located and installed in accordance with the Drawings, and associated SCDs and/or Manufacturer's written instructions and specifications, using approved non-rusting, tamper resistant fasteners to ensure solid, durable, finished work suitable for the purpose intended. Fasteners and assembly hardware shall be incidental to the Work.

(a) All furnishings and fixtures to be installed plumb and true to correct elevations and location, as directed by the Contract Administrator. The Contractor shall confirm proposed locations of all site furnishings with Contract Administrator prior to installation.

(b) All furnishings and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering is prohibited.

(c) Damaged Site Furnishings will not be accepted.

### E21.4 Method of Measurement and Basis of Payment

E21.4.1 Method of Measurement shall be as follows:

(a) Supply and installation of Site Furnishings will be will be measured at the Contract Unit Price per unit for:

(i) "Supply and Install Waste Receptacle" on Form B: Prices.

(b) Price shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the Work included in this Specification.

E21.4.2 Basis of Payment shall be as follows:

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

## **E22. TOPSOIL AND SODDING**

### **E22.1 General Description**

E22.1.1 This Specification shall amend and supplement CW 3510, CW 3520, and CW 3540 and cover the supply and installation of topsoil and sod.

- (a) The Contractor shall install mineral sod and a minimum 75 mm compacted thickness of topsoil, as required.

E22.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

### **E22.2 General Instructions**

#### **E22.2.1 Quality Control**

- (a) Testing and Approval of Materials
  - (i) Material testing may be required as per this Specification and as directed by the Contract Administrator.

### **E22.3 Materials and Construction Methods**

E22.3.1 Topsoil shall be as per CW 3540.

- (a) Sod shall be as per CW 3510.
- (b) The Contractor shall install sod in locations as shown on Drawings to cover areas indicated on Drawings.
- (c) Any areas damaged beyond the areas indicated on the Drawings shall be the responsibility of the Contractor to restore through use of topsoil and sod, unless otherwise approved by the Contract Administrator.
- (d) Areas to be sodded are to be laid out on Site and approved by the Contract Administrator before commencing Work. Work outside the limit approved by the Contract Administrator will not be measured and will not be paid for under this section but considered incidental to the Work.

E22.3.2 Incidental items include, but are not limited to; topsoil and sod placed at the edge of new paving and site restoration.

E22.3.3 Where new sod will meet existing, employ a vertical shearing operation, such as using a sharp spade or edger, along the outside edges of the excavation to create a clean and definite line for the new sod to abut flush to.

E22.3.4 Restoration shall be achieved using topsoil and sod unless otherwise directed by the Contract Administrator.

E22.3.5 During the maintenance period, in areas where new sod meets existing, the Contractor shall clearly stake, flag or fence the extents of new sod.

### **E22.4 Maintenance Period**

E22.4.1 Thirty (30) day maintenance period on sod will commence at Total Performance and acceptance.

E22.4.2 Termination of maintenance period for sod per Section 9.10 of CW 3510.

### **E22.5 Method of Measurement and Basis of Payment**

E22.5.1 Method of Measurement shall be as follows:

- (a) Topsoil and Sodding will be measured on a per square metre basis for:
  - (i) "Supply & Install Topsoil and Sod" on Form B: Prices.

E22.5.2 Basis of Payment shall be as follows:

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