



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 78-2024**

**AIR CANADA WINDOW PARK REDEVELOPMENT**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 AIR CANADA WINDOW PARK REDEVELOPMENT

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 15, 2024.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

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

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

B3.3 The Bidder is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Bid or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.

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 D6.

## **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 ten (10) 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 B18.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B8. BID COMPONENTS**

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
  - (b) Form B: Prices;
  - (c) Form G1: Bid Bond and Agreement to Bond.
- 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 B18.1(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.
- B9.5 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 D34. Any such costs shall be determined in accordance with D34.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- 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 B18.4 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) N/A.

## **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, Materials Management Division website <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 B13.5 and D8);
- (e) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F -

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

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
  - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
  - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information

Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.

- B13.5 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.
- B13.6 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B13.7 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

#### **B14. BID SECURITY**

- B14.1 The Bidder shall include in their Bid Submission bid security in the form of a digital bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in Form G1: Bid Bond and Agreement to Bond, available on The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/MatMgt/templates/files/eBidsecurity.pdf>.
- B14.2 Bid security shall be submitted in a digital format meeting the following criteria:
- (a) The version submitted by the Bidder must have valid digital signatures and seals;
  - (b) The version submitted by the Bidder 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 B14.2(b).
- B14.3 Bonds failing the verification process will not be considered to be valid and the bid shall be determined to be non-responsive in accordance with B18.1(a).
- B14.4 Bonds passing the verification process will be treated as original and authentic.
- B14.4.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B14.5 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly formed with the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B14.6 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Tender.

#### **B15. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B15.1 Bids will not be opened publicly.

- B15.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B15.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B15.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B15.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

**B16. IRREVOCABLE BID**

- B16.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B16.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

**B17. WITHDRAWAL OF BIDS**

- B17.1 A Bidder may withdraw their Bid without penalty at any time prior to the Submission Deadline.

**B18. EVALUATION OF BIDS**

- B18.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation there from (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B7.
- B18.2 Further to B18.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B18.3 Further to B18.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.
- B18.4 Further to B18.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B18.4.1 Further to B18.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B18.4.2 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

**B19. AWARD OF CONTRACT**

- B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with 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.
- B19.3 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of D34 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B19.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.
- B19.4.1 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, Materials Management 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. FORM OF CONTRACT DOCUMENTS

D2.1 Notwithstanding C4.1(c) and C4.4, the Contract Documents will be provided to the Contractor electronically and there will be no requirement for execution and return to the City by the Contractor. Accordingly, the provisions under C4.4(a) and C4.4(b) are no longer applicable.

#### D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of demolition of the existing park features as necessary, supply and installation of: underground storage tank and associated LDS renewal, soil cells, custom site furniture, custom privacy screen, custom lighting arbour, stage, granite seating boulders, lighting standards, electrical outlets, electrical cabinets, unit pavers, planting trees and shrubs.

D3.2 The major components of the Work are as follows:

- (a) Demolition of existing walls, plinths, stairs including pile caps, surfacing, catch basins, and the removal of plant material.
- (b) Disconnection and removal of existing light fixtures (wall packs).
- (c) Disconnection and removal of existing subsurface drainage and irrigation components.
- (d) Excavation and grading as per drawing and specifications.
- (e) Supply and installation bottle filling station with service connections per manufacturer specifications.
- (f) Supply and installation soil cell system with LDS connection as per manufacturer specifications.
- (g) Supply and installation storage tank with LDS connection as per manufacturer specifications.
- (h) Supply and construction of tiered seating and raised planters including custom furniture per drawings and specifications.
- (i) Supply and construction of concrete surfacing per drawings and specifications.
- (j) Supply and construction of unit paver surfacing per drawings and specifications.
- (k) Supply and installation of granite boulders per drawings and specifications.
- (l) Planting of park tree(s) and other plant material as per planting schedule, drawings and specifications.
- (m) Protection, disassembly, transportation, and re-installation of artworks currently erected in the park.
- (n) Supply and installation of electrical cabinets and light standards (poles and luminaires) as per drawings and specifications.
- (o) Supply and installation of custom privacy screen as per drawings and specifications.
- (p) Supply and installation of custom arbor as per drawings and specifications.

D3.3 The following shall apply to the Services:

- (a) Universal Design Policy

<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>

#### **D4. SITE INVESTIGATION DUE DILIGENCE AND RISK**

D4.1 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.

#### **D5. DEFINITIONS**

D5.1 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.

#### **D6. CONTRACT ADMINISTRATOR**

D6.1 The Contract Administrator is Scatliff+Miller+Murray Inc., represented by:

Cheryl Oakden  
*Principal*

Telephone No. (204) 927-3444

Email Address coakden@scatliff.ca

D6.2 At the pre-construction meeting, Cheryl will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

#### **D7. CONTRACTOR'S SUPERVISOR**

D7.1 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.

## **D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

- D8.1 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.
- D8.1.1 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.
- D8.1.2 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.

## **D9. UNFAIR LABOUR PRACTICES**

- D9.1 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.
- D9.2 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.
- D9.3 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.).
- D9.4 Failure to provide the evidence required under D9.3, may be determined to be an event of default in accordance with C18.
- D9.5 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.
- D9.5.1 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.



D9.5.2 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 D9.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.

D9.5.3 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.

## **D10. FURNISHING OF DOCUMENTS**

D10.1 Upon award of the Contract, the Contractor will be provided with 'issued for construction' Contract Documents electronically, including Drawings in PDF format only.

## **SUBMISSIONS**

### **D11. AUTHORITY TO CARRY ON BUSINESS**

D11.1 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.

### **D12. SAFE WORK PLAN**

D12.1 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.

D12.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D12.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

### **D13. INSURANCE**

D13.1 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 course of construction insurance in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and The City of Winnipeg, at all times during the performance of the Work and until the date of Total Performance.

D13.2 Deductibles shall be borne by the Contractor.

D13.3 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

D13.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

#### **D14. CONTRACT SECURITY**

D14.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; and
- (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price.

D14.1.1 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 D14.1(b).

D14.1.2 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.

D14.1.3 Digital bonds passing the verification process will be treated as original and authentic.

D14.2 The Contractor shall provide the Contract Administrator identified in D6 with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of 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.

D14.3 The Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:

- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D14.1(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.

#### **D15. SUBCONTRACTOR LIST**

- D15.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

#### **D16. EQUIPMENT LIST**

- D16.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

#### **D17. DETAILED WORK SCHEDULE**

- D17.1 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.
- D17.2 The detailed work schedule shall consist of the following:
- (a) a Gantt chart for the Work
- D17.3 Further to D17.2 (a), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

#### **D18. REQUIREMENT FOR SITE ACCESSIBILITY PLAN**

- D18.1 The Contractor shall provide the Contract Administrator with an Accessibility Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D18.2 The Accessibility Plan shall demonstrate how the Contractor will accommodate the safe passage of pedestrians and cyclists in accordance with the Manual of Temporary Traffic Control, the Contract Drawings, Staging Plans, and Streets By-Law No. 1481/77 at all times for the duration of the Construction. Unless noted in the Contract, the Accessibility Plan must include a written plan for the following:
- (a) How the Contractor will maintain at least one crossing in each direction for each intersection (one north/south crosswalk and one east/west crosswalk).
  - (b) How the Contractor will maintain access to bus stops within the site.
  - (c) How the Contractor will maintain access to pedestrian corridors and half signals.
  - (d) How the Contractor will maintain cycling facilities.
  - (e) How the Contractor will maintain access to residents and businesses unless otherwise noted in the Contract.
  - (f) Any required detour signage at adjacent crossings to facilitate sidewalk or active transportation pathway closures.
- D18.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.

- D18.4 The Accessibility Plan shall include written details on how the Contractor intends to review, maintain, and document all items related to the Accessibility Plan on-site during Construction, including, but not limited to:
- (a) Signage
  - (b) Temporary Ramping
  - (c) Transit Stops
  - (d) Detour Signage
- D18.5 At minimum, the Contractor shall review the site conditions on a daily basis to ensure that all features related to the Accessibility Plan are in place. The site review is intended to correct deficiencies as a result of unforeseen events such as wind, traffic, or the general public. Deficiencies that are direct result of the Contractors actions must be corrected immediately.
- D18.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.
- D18.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- D18.8 Deficiencies as a direct result of actions by the Contractor that are not immediately corrected and/or failure to produce records that demonstrate that the site was maintained in compliance with the Accessibility Plan may result in a pay adjustment via the monthly Progress Payment. The rate of pay adjustment will be as per the following schedule:
- (a) First Offence – A warning will be issued and documented in the weekly or bi-weekly site meeting.
  - (b) Second Offence - A field instruction to immediately correct the site will be issued by the Contract Administrator.
  - (c) Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

## **SCHEDULE OF WORK**

### **D19. COMMENCEMENT**

- D19.1 The Contractor shall not commence any Work until they are in receipt of an award letter from the Award Authority authorizing the commencement of the Work.
- D19.2 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 D11;
    - (ii) evidence of the workers compensation coverage specified in C6.15;
    - (iii) the Safe Work Plan specified in D12;
    - (iv) evidence of the insurance specified in D13;
    - (v) the contract security specified in D14;
    - (vi) the Subcontractor list specified in D15;
    - (vii) the equipment list specified in D16;
    - (viii) the detailed work schedule specified in D17;
    - (ix) the Requirement for Site Accessibility Plan in D18; and
    - (x) the direct deposit application form specified in D31
  - (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.

- D19.3 The Contractor shall commence the Work on the Site within ten (10) Working Days of receipt of the award letter.
- D19.3 The Contractor shall not commence the Work on the Site before April 1<sup>st</sup>, 2024.
- D19.4 The City intends to award this Contract by March 22<sup>nd</sup>, 2024.
- D19.4.1 If the actual date of award is later than the intended date, the dates specified for Commencement, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

## **D20. WORK BY OTHERS**

- D20.1 Further to C6.25, the Contractor's attention is directed to the fact that other Contractors, the personnel of Utilities and the staff of the City may be working within the project limit, approach roadway, adjacent roadways or right-of-way. The activities of these agencies may coincide with the Contractors execution of Work and it will be the Contractor's responsibility to cooperate to the fullest extent with other personnel working in the area, and such cooperation is an obligation of the Contractor under the terms of Contract.
- D20.2 Work by others on or near the Site will include but not necessarily be limited to:
- (a) Maintenance Work by City of Winnipeg
- D20.3 Further to D20.1 the Contractor shall cooperate and coordinate all activities with all parties performing required Work by Others identified in D20.1 and accommodate the necessary area on Site required for the Work by Others to complete the Work

## **D21. WORKING DAYS**

- D21.1 Further to C1.1(tt), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.
- D21.2 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.
- D21.3 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.
- D21.4 The Contract Administrator will furnish the Contractor with a daily record for each major type of work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged. This report is to be signed each day by an authorized representative of the Contractor.

## **D22. SUBSTANTIAL PERFORMANCE**

- D22.1 The Contractor shall achieve Substantial Performance by August 9<sup>th</sup>, 2024.
- D22.2 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.

D22.3 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.

### **D23. TOTAL PERFORMANCE**

D23.1 The Contractor shall achieve Total Performance by September 6<sup>th</sup>, 2024.

D23.2 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.

D23.3 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.

### **D24. LIQUIDATED DAMAGES**

D24.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City two thousand five hundred dollars (\$2,500) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.

D24.2 The amount specified for liquidated damages in D24.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.

D24.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

### **D25. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

D25.1 The City acknowledges that the schedule for this Contract may be impacted by 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.

D25.2 If the Contractor is delayed in the performance of the Work by reason of 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.

D25.3 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 availability ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.

D25.4 For any delay related to suppl 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 D25.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D25.5 The Work schedule, including the durations identified in D22 to D23 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.

- D25.6 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.
- D25.7 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.

## **D26. SCHEDULED MAINTENANCE**

- D26.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) E12 – Surface Restoration
    - (i) Make good all surfaces to the finish indicated in the Drawings by Total Performance.
  - (b) E23 – Tree, Shrubs & Understory Planting
    - (i) All plant material to be watered at a minimum once per week following install between spring (May 15<sup>th</sup>) and early fall (October 15<sup>th</sup>) throughout the maintenance and warranty period in accordance with E23.4.
    - (ii) Turf and weed growth shall be removed from in and around planting site bi-monthly throughout the maintenance and warranty period in accordance with E23.4.
- D26.2 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**

### **D27. JOB MEETINGS**

- D27.1 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.
- D27.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

### **D28. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D28.1 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).

### **D29. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

- D29.1 Further to B13.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

## MEASUREMENT AND PAYMENT

### D30. PAYMENT

- D30.1 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

### D31. WARRANTY

- D31.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.
- D31.2 Notwithstanding C13.2 or D31.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if:
- (a) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.
- D31.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

### D32. DISPUTE RESOLUTION

- D32.1 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 D32.
- D32.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"
- D32.3 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 Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.
- D32.4 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.

- D32.5 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.
- D32.6 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D32.7 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.
- D32.8 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 D32.7, 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**

### **D33. INDEMNITY**

- D33.1 Indemnity shall be as stated in C17.
- D33.2 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.
- D33.3 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

### D34. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D34.1 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.
- D34.2 Further to D34.1, in the event that the obligations in D34 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.
- D34.3 For the purposes of D34:
- (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.
- D34.4 Modified Insurance Requirements
- D34.4.1 If not already required under the insurance requirements identified in D13, 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.
- D34.4.2 If not already required under the insurance requirements identified in D13, 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.
- D34.4.3 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.
- D34.4.4 Further to D13.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D34.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D34.5 Indemnification By Contractor
- D34.5.1 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.

- D34.5.2 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.
- D34.6 Records Retention and Audits
- D34.6.1 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.
- D34.6.2 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 D34.6.1 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.
- D34.7 Other Obligations
- D34.7.1 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.
- D34.7.2 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.
- D34.7.3 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.
- D34.7.4 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.
- D34.7.5 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.

D34.7.6 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 D14)

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. 78-2024

AIR CANADA WINDOW PARK REDEVELOPMENT

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 D14)

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 herein below defined, in the amount of

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

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

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

TENDER NO. 78-2024

AIR CANADA WINDOW PARK REDEVELOPMENT

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 K: EQUIPMENT**  
(See D16)

**AIR CANADA WINDOW PARK REDEVELOPMENT**

<p><b>1. Category/type:</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p><b>2. Category/type:</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p><b>3. Category/type:</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

**FORM K: EQUIPMENT**  
(See D16)

**AIR CANADA WINDOW PARK REDEVELOPMENT**

<p><b>4. Category/type:</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p><b>5. Category/type:</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p><b>6. Category/type:</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>





## 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, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>.
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.4 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
CW 1110-R1	General Instructions
CW 1120-R1	Existing Services, Utilities and Structures
CW 1130-R4	Site Requirements
CW 2030-R7	Excavation, Bedding and Backfill
CW 2110-R13	Watermains
CW 2125-R4	Flushing, Hydrostatic Leakage Testing and Disinfection of Watermains and Water Systems
CW 2130-R12	Gravity Sewers
CW 2140-R5	Sewer and Manhole Cleaning
CW 2145-R5	Sewer and Manhole Inspection
CW 3010-R4	Clearing and Grubbing
CW 3110-R22	Sub-Grade, Sub-Base and Base Course Construction
CW 3120-R4	Installation of Subdrains
CW 3130-R5	Supply and Install of Geotextile Fabrics
CW 3135-R2	Supply and Install of Geogrid
CW 3170-R3	Earthwork and Grading
CW 3210-R8	Adjustment of Pavement and Boulevard Structures
CW 3230-R8	Full-Depth Patching of Existing Slabs and Joints
CW 3235-R9	Renewal of Existing Miscellaneous Concrete Slabs
CW 3240-R10	Renewal of Existing Curbs
CW 3310-R18	Portland Cement Concrete Pavement Works
CW 3325-R5	Portland Cement Concrete Sidewalk
CW 3335-R1	Installation of Interlocking Pavement Stones on a Lean Concrete Base

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
Drawing Index	
L0.0	COVER
L0.1	DEMOLITION PLAN
Landscape	
L1.0	GENERAL ARRANGEMENT PLAN
L1.1	LAYOUT PLAN

L1.2	TREE LAYOUT PLANS
L1.3	GRADING PLAN
L1.4	PLANTING PLAN
L1.5	PLANTING PLAN
L2.0	DETAILS
L2.1	DETAILS
L2.2	DETAILS

#### Structural

S0.0	NOTES, ABBREVIATIONS, SYMBOL LEGEND & DRAWING LIST
S0.1	NOTES
S1.0	SITE PLAN
S2.0	SECTIONS AND DETAILS
S2.1	SECTIONS AND DETAILS
S2.2	SECTIONS AND DETAILS

#### Electrical

E0.0	SYMBOL SCHEDULE, GENERAL NOTES AND DRAWING LIST
E1.0	EXISTING AND DEMOLITION ELECTRICAL SITE PLAN
E2.0	NEW ELECTRICAL SITE PLAN
E2.1	SITE DETAILS
E3.0	SCHEDULES AND DETAILS
E4.0	SINGLE LINE DIAGRAM AND PANELBOARD SCHEDULE
E5.0	PANEL ELEVATION DETAILS
E6.0	SPECIFICATIONS

#### Mechanical

M1.0	SITE PLAN
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#### Civil

C1.0	UNDERGROUND SITE SERVICING
C1.1	STORMWATER CALCULATIONS

## **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. MOBILIZATION AND DEMOBILIZATION PAYMENT**

### E3.1 Description

- (a) This Specification shall govern mobilization and demobilization from site.

### E3.2 Measurement and Payment

#### E3.2.1 Mobilization and Demobilization

- (a) Mobilization and demobilization will be measured on a lump sum basis and paid for at the Contract Lump Sum Price for "Mobilization and Demobilization". Payment for Mobilization and demobilization shall include all costs associated with mobilization and demobilization, site set up, and cleanup. Payment will be made on the following schedule:
- (b) 25% payment of the Mobilization and Demobilization lump sum price will be paid once sewer cleaning and preparation crews arrive on site and commence with cleaning and sewer preparation works.
- (c) 50% payment of the Mobilization and Demobilization lump sum price will be paid once lining crews arrive on site and commence CIPP liner installations.

- (d) 100% of the Mobilization and Demobilization lump sum price will be paid subsequent to completion of the liner installation, liner repairs (if necessary), and site cleanup.

#### **E4. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT**

- E4.1 The Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress are maintained to private properties while he is Working near them. Any damage caused by the negligence of the Contractor or his Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by the Contractor at his own expense, to the satisfaction of the Contract Administrator.
- E4.2 Ambulance/ Emergency vehicle access must be maintained at all times.

#### **E5. SITE CONDITION**

- E5.1 The Contractor shall examine the Site and make themselves familiar with the existing conditions (both above and below grade) and nature of Work to be done.
- E5.2 No responsibility will be assumed by the 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.
- E5.3 The Contractor shall set all necessary control lines, benchmarks, survey, elevation stakes and layout in accordance with the individual Site conditions and in consultation with the Contract Administrator.

#### **E6. PROTECTION OF EXISTING TREES**

- E6.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities:
  - (a) All trees will have a 3.0m radius protective zone calculated from the circumference at the base of the trunk which will remain free of digging, trenching, grade changes, stock piling of materials and soil compaction, except as minimum to construct berm or swales throughout the duration of the Contract. Protective fencing around these areas is required.
  - (b) Trees within and immediately adjacent to proposed construction and those identified to be at risk by the Contract Administrator are to be strapped with 25 x 100 x 2400 mm wood planks, or suitably protected as approved by the Contract Administrator. Do not use nails or other fasteners that penetrate the tree trunk. The width and length of strapping may be reduced to suit the tree being protected as approved by the Contract Administrator.
  - (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches) where 1 inch diameter equals 1 foot measured from the outside edge of the trunk of the tree at 6 inches above grade. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation. They must be properly trimmed with sharp tools to prevent crushing or being pulled by construction equipment. No paint is required. All exposed roots must be mulched until the excavated area is filled with clean earth to avoid exposure to sunlight and desiccation.
  - (d) Operation of equipment within the dripline of the trees shall be kept to the 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 driplines of trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
  - (e) Work on-site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.



- (f) Repair, replace and maintain tree protection materials during construction until the Project completion.
- (g) Carefully remove safety fencing and strapping material without harming the tree as soon as the construction and restoration Work is complete.

E6.2 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 designate.

E6.3 No separate measurement or payment will be made for the protection of existing structures, trees and property.

## **E7. TRAFFIC CONTROL**

E7.1 In accordance with the Manual of Temporary Traffic Control on City Streets (MTTC), the Contract Administrator shall make arrangements with the Traffic Services Branch of the City of Winnipeg to place, maintain, and remove all regulatory signs and traffic control devices authorized and/or required by the Traffic Management Branch in the following situations:

- (a) Parking restrictions,
- (b) Stopping restrictions,
- (c) Turn restrictions,
- (d) Diamond lane removal,
- (e) Full or directional closures on a Regional Street,
- (f) Traffic routed across a median,
- (g) Full or directional closure of a non-regional street where there is a requirement for regulatory signs (turn restrictions, bus stop relocations, etc.) to implement the closure.
- (h) Approved Designated Construction Zones with a temporary posted speed limit reduction. Traffic Services will be responsible for placing all of the advance signs and 'Construction Ends' (TC-4) signs. The Contractor is still responsible for all other temporary traffic control including but not limited to barricades, barrels and tall cones.

E7.2 Further to (c), the Contractor shall make arrangement with the Traffic Services Branch of the City of Winnipeg to supply regulatory signs as required.

E7.3 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the Site has been maintained.

E7.4 Further to E7(c) and E7(d) the Contractor shall make arrangements with the Traffic Services Branch of the City of Winnipeg to reinstall the permanent regulatory signs after the Contract Work is complete. At this time the Contractor shall make arrangements to drop off the stockpiled materials to Traffic Services at 495 Archibald Street.

E7.5 Any changes to the approved traffic management plan must be submitted to the Contract Administrator a minimum of (five) 5 Working Days prior to the required change for approval.

E7.2 If the Contract Administrator determines that the Contractor is not performing Traffic Control in accordance with this specification, Traffic Services Branch may be engaged to perform the Traffic Control. In this event the Contractor shall bear the costs associated charged to the project by the Traffic Services Branch of the City of Winnipeg in connection with the required Works undertaken by the Contractor.

## **E8. PROTECTION OF SURVEY INFRASTRUCTURE**

E8.1 Notwithstanding clause 4 "Protection of Survey Bars" of the Standard Provisions; Current legislation, The Surveys Act, places the onus on those undertaking construction to protect the Survey Infrastructure from damage as a result of their activity.

- E8.2 Further to C:6.28 (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 986-4826 (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.
- E8.3 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.
- E8.4 Survey monuments and geodetic control monuments at or adjacent to the Site, not in the line of the proposed construction that are damaged or disturbed by the Contractor shall be replaced or relocated by the City or its agent and all associated costs shall be paid for by the Contractor. An approximate estimate of the costs involved to restore a legal survey monument is \$1,000 per bar and \$3,000 per control monument. Contractors must ensure their landscaping and other subcontractors are aware of this clearance procedure and the potential restoration costs.
- E8.5 Where possible, amounts owed to the City in accordance with the above will be deducted from any payments to be made by the Client to the Contractor.

## **E9. STAKES AND MARKS**

- E9.1 Further to C:6.28(h), the Contractor will mark, to the extent he determines to be necessary, the location, alignment and elevation of the Work by means of stakes or marks, for review and approval by the Contract Administrator. The Contractor shall make the completed Works conform to the lines and marks thus approved and indicated.
- E9.2 The Contractor shall notify the Contract Administrator immediately of the disturbance of any such stakes or marks. The cost of correcting any errors arising out of neglect of the Contractor to so notify the Contract Administrator shall be borne entirely by the Contractor, as well as the cost of replacing any disturbed stakes or marks.
- E9.3 Before commencing Work, the Contractor shall satisfy himself as to the meaning and correctness of all stakes and marks and no claims shall be entertained by the City on account of any alleged inaccuracies. If any error is suspected in the Drawings, Specifications or the directions of the Contract Administrator, Work shall be discontinued until the errors are rectified, but no claims shall be made on account of any delay occasioned thereby.
- E9.4 The Contractor shall determine and provide all dimensions and elevations measured from the stakes or marks

## **E10. WATER USED BY CONTRACTOR**

- E10.1 Notwithstanding CW 1120.3.7:
- E10.1.1 Water for use by the Contractor may be obtained from the City of Winnipeg waterworks system.
- E10.1.2 Should the Contractor wish to obtain water from a City hydrant, he shall make application either in person or by phoning the Permits Clerk at 986-3184 (8:30 am to 4:30 pm Monday to Friday excluding holidays). The Contractor shall advise the Permits Clerk of the hydrant he wishes to use. The Water Services Divisions of the Water and Waste Department will inspect the hydrant to ensure that the location is suitable and that the hydrant is in good working condition. If the requested hydrant is found to be unacceptable, arrangements will be made for the use of an alternate hydrant.
- E10.1.3 When the application has been approved, the Permits Clerk will contact the Contractor and issue the permit. The permit may not be issued the same day the application is made. The Contractor shall obtain the permit for hydrant use from the Customer Services Division

of the Public Works Department, 107-1155 Pacific Avenue. Permit fees will be charged in accordance with the latest version of the Waterworks By-law. All water used shall be metered and protected against contamination by the use of approved backflow prevention devices. The City will rent the meter to the Contractor at the rate established by the Waterworks By-law. The Contractor shall provide a lockable box, piping, valves, and backflow prevention equipment in accordance with Waterwork's guidelines. The backflow preventer(s) must be tested by a plumber licensed to test backflow preventers. The Permits Clerk can provide a list of licensed plumbers and additional information on the requirements for obtaining a use of hydrant permit.

E10.1.4 The Contractor shall pay for all water used in accordance with the Waterworks By-law. Sewer charges will not be assessed for water obtained from a hydrant.

## **E11. SITE ENCLOSURES**

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

- (a) Acceptable Site Enclosures include pre-fab 1.83m height fence panels, secured together
- (b) Alternates to this to be reviewed with the Owner, Client and Contract Administrator at the start-up meeting.

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

## **E12. SURFACE RESTORATION**

E12.1 The Contractor shall temporarily repair any Work commenced and not completed in the 2024 construction season to the satisfaction of the Contract Administrator. The Contractor shall maintain the temporary repairs in a safe condition as determined by the Contract Administrator until permanent repairs are completed. The Contractor shall bear all costs associated with temporary repairs and their maintenance.

## **E13. SITE CLEAN UP**

E13.1 The Contractor shall, upon the completion of Work each day, load and dispose of all spoiled concrete, reinforcing steel, granular and other material associated with the Works from the Work Site. The Contractor shall secure or remove all of his machinery and equipment at the end of each day from the immediate Work Site. The Contractor will not be permitted to store machinery, equipment, or materials on public roads overnight. Any costs in connection with the above mentioned works are incidental.

E13.2 Unless otherwise specified the Contractor shall restore all areas which have been disturbed by his operations to as good as or better than original condition including removal of all construction debris, repair all vegetation, sod, concrete pavement, concrete curbs, concrete sidewalk and asphalt paving to remain etc. to the satisfaction of the Contract Administrator. Any costs incurred in connection with the above mentioned Work are incidental to unit prices bid under this Contract.

E13.3 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all tools, equipment, waste, debris and surplus foundation earth to the satisfaction of the Contract Administrator. Unless otherwise specified, the Contractor shall restore all areas of the Site beyond the established limit of Work, which have been disturbed by the Contractor's operations to as good as or better than the original condition to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this Work.

E13.4 Sod and Topsoil (repair to damaged areas). The Contractor shall install mineral sod and a minimum 75mm compacted thickness of topsoil, as required, and in accordance with the most recent versions of CW 3510 and CW 3540.

## **E14. EXISTING SERVICES AND UTILITIES**

- E14.1 Other than required to be done by the Contractor under the Work of this Contract, all necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing plant material, pavements, streets, roads, boulevards, light standards, hydro poles, fences, fire hydrants, culverts, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the Site of the Work. For all damage incurred in the performance of the Work (either directly or indirectly), the Contractor shall either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to the Contract Administrator, and the cost of which shall be borne entirely by the Contractor. 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.
- E14.2 The Contractor's attention is drawn to the existing underground lines or services that may be located in the area of the Work.
- E14.3 The Contractor shall take all necessary precautions when performing the Work to ensure that no damage is done to these existing services.
- E14.4 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.
- E14.5 All costs in connection with this item including location of the existing service, repairs to any existing services damaged by the construction operation, etc. shall be included in the unit prices bid for supply and installation of the items included under this Contract.
- E14.6 The Contractor will be required to make his own arrangements in connection with the temporary use of lighting, power, gas, sewer, water or other utilities, and pay all costs in connection therewith.
- E14.7 All necessary permits, fees and other like expenses as well as the cost of temporary connections to existing facilities shall be arranged and paid for by the Contractor.

## **E15. ACCESS TO SITE**

- E15.1 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.
- E15.2 The Contractor shall be restricted to the Site access locations and routes only so that there is a minimum of disturbance to the existing ground surface. Damage to areas beyond the marked routes shall be repaired by and at the expense of the Contractor to the satisfaction of the Contract Administrator.

## **E16. CONSTRUCTION FACILITIES AND STAGING**

- E16.1 The Contractor shall be responsible for providing their own storage and handling of all construction operations. Further to CW1130 the Contractor shall maintain safe passage for vehicular and pedestrian traffic through the Site or divert traffic around the Site in accordance with the Drawings and Specifications and as directed by the Contract Administrator.

## **E17. PROTECTION**

- E17.1 The Contractor shall be responsible for protecting their Work until the Work has been completed and for protecting other surfaces during execution of Work in accordance with the Specifications.

- E17.2 Experience has shown that a security guard is required at all times during the critical concrete surfacing curing stages to prevent trespassing onto the Site. Security fencing is not sufficient to prevent such trespassing.
- E17.3 Should the Work be suspended for any cause whatsoever, the Contractor shall assume all responsibility for proper protection during such period.
- E17.4 All existing structures, trees, shrubs, sidewalks, curbs, sod, utilities and paving to be protected (unless otherwise noted) during construction to City of Winnipeg standards. Contractor to make good all damaged area during construction both on and off site to City of Winnipeg standards at the Contractors' costs.

## **E18. REMOVALS**

### **E18.1 General Description**

- (a) This specification and as shown on the drawings shall cover the removal of:
- (i) the light fixtures, post and piles to identified depths;
  - (ii) the site furniture, selected art works, art plaques;
  - (iii) the selected concrete stairs, ramps, walls, and;
  - (iv) the selected trees and shrubs.
- (b) All items to remain shall be protected during construction to the satisfaction of the Contract Administrator.

### **E18.2 Methods**

- (a) Equipment to be used for breaking up of concrete and removals shall be approved by the Contract Administrator.
- (b) All concrete and asphalt shall be removed entirely. Base materials may be left in place to the satisfaction of the Contract Administrator.
- (c) All drains and other mechanical fixtures contained within the pool shall be removed.
- (d) Site furniture are to be removed in their entirety as indicated on Drawings.
- (e) Light fixtures, post and piles in their entirety as indicated on Drawings.
- (f) Any holes left by the removal of posts or foundations shall be filled with compacted clean clay fill to meet the adjacent grades and be restored to match surrounding conditions to the satisfaction of the Contract Administrator. This shall be incidental to the Work.
- (g) All materials, to be salvaged, are to be coordinated at the direction of the Owner.
- (h) All materials, to be demolished and removed, are to be removed from the Site and disposed of in a safe and legal manner. Excavated materials shall be recycled or legally disposed of off-site.

### **E18.3 Backfill**

- (a) Excavation shall be backfilled to depth required to construct the poured-in-place concrete surfacing, grade beams, and unit paver surfacing using common material approved by the City of Winnipeg and compacted to achieve a minimum compaction of 95% Proctor Density. Planting bed areas and soil cells to be backfilled in accordance with E24 and E25.
- (b) The Contractor shall provide compaction tests of the subgrade prior to placement of granular base material.

### **E18.4 Method of Measurement and Basis of Payment**

#### **E18.4.1 Method of Measurement shall be as follows:**

- (a) Removals will be measured on a lump sum basis for:
- (i) "Excavation and Removals" on Form B: Prices.

#### **E18.4.2 Basis of Payment**

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

## **E19. SHOP DRAWINGS**

E19.1 Further to CW 1110, the Contractor shall provide within sixty (60) Calendar Days of Award, at a minimum the following Shop Drawings:

- (a) Top-of-wall bench 'Type A', frame, and anchoring.
- (b) Top-of-wall bench 'Type B', frame, and anchoring.
- (c) Custom free-standing timber bench and anchoring.
- (d) Privacy screen.
- (e) Stage supporting frame, decking, and anchoring.
- (f) Arbour, slat assembly and mount.
- (g) Manufacturer approved layout, specification and install plan of Soil Cell system.

## **E20. SAMPLES**

E20.1 Samples called for in the Specification or requested by the Contract Administrator shall be submitted within fifteen (15) Calendar Days of request.

- (a) Identify samples with name of project, date, name of Contractor, name of supplier/manufacturer and use of material represented by sample.
- (b) Do not proceed with delivery of materials until samples are reviewed by the Contract Administrator. No deviation is permitted after approval of sample.
- (c) Approval of samples does not imply acceptance of finished Work.
- (d) Where required, submit a range of samples, as may be reasonable.

## **E21. CONCRETE PAVING**

E21.1 General Description

- (a) Further to CW 3110 and CW 3310, this specification shall cover the supply and installation of 150mm Concrete Paving including excavation, base construction, and concrete paving.

E21.2 Associated Work

- (a) Granular Base.
- (b) The Concrete Paving may be divided into separate pours to suit the scheduling of the Work, in consultation with the Contract Administrator.

E21.3 Layout and Grading

E21.4 Materials

- (a) Base material to CW 3110:
  - (i) 150mm down crushed stone to depth shown on the Drawings.
- (b) All concrete Work to CW 3310 and as specified on the Drawings.
  - (i) Epoxy coated rebar sized as per Drawings.

E21.5 Methods

- (a) Further to E21 and CW 3170, the construction area is to be excavated or filled to achieve rough grade.
  - (i) Rough grade is to be to levels, profiles and contours allowing for surface treatments.

- (b) Excavated materials are to be removed as per E21.2(f).
- (c) Compacted granular base
  - (i) To CW 3110.
  - (ii) Granular base and formwork are to be reviewed on Site by the Contract Administrator prior to pouring concrete.
- (d) Concrete
  - (i) To CW 3310
  - (ii) 150mm Concrete Paving as shown on the Drawings, with thickened edge where it meets the public sidewalk.
  - (iii) Light broom finish with a slip resistant surface. Contractor to have sample of concrete finish approved by Contract Administrator prior to any concrete being poured.
  - (iv) Saw cut locations are to be reviewed by the Contract Administrator prior to implementation.

#### E21.6 Method of Measurement and Basis of Payment

##### E21.6.1 Method of Measurement shall be as follows:

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

##### E21.6.2 Basis of Payment

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

## E22. SITE FURNISHINGS

### E22.1 Description

E22.1.1 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work as shown on the Drawings and as hereinafter specified, including, but not necessarily confined to the following:

- (a) Supply and installation of:
  - (i) Top-of-wall bench 'Type A'
  - (ii) Top-of-wall bench 'Type B'
  - (iii) Free-standing timber bench

E22.1.2 The Contractor shall be responsible for the supply, safe storage and handling of all miscellaneous metal materials as set forth in this Specification.

E22.1.3 Metal Work performed under this specification shall cover supply, fabrication, galvanizing, transportation, handling and installation of miscellaneous metal, including all miscellaneous metal elements and incidental component/fasteners, as specified herein.

### E22.2 Samples

E22.2.1 Submit Full size samples of finished wood used for bench seat and one finished armrest for Contract Administrator's approval. Deliver samples prepaid to Contract Administrator's business address and Notify Contract Administrator in writing, at time of submission of deviations in samples from requirements of Contract Documents

### E22.3 Materials

- E22.3.1 All materials supplied under this specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.
- E22.3.2 Timber Benches (top-of-wall bench 'Type A', 'Type B', and free-standing):
- (a) Shop Drawings
    - (i) Shop drawings are required for custom built benches.
    - (ii) Drawings showing all sizes and dimensions, position and spacing of reinforcing, openings, connection details, layout plan, finishes, all inserts, and all other relevant information showing immediate adjacent materials for proper coordination shall be submitted to the Contract Administrator for review prior to fabrication. Five copies of all shall be provided.
    - (iii) Contractor to submit shop drawings for review and approval prior to any fabrication.
  - (b) Timber Bench Slats
    - (i) Finish to be 3-coat system of Sikkens Cetol 1 translucent basecoat and Cetol 23 Plus topcoat. Sample of finish to be provided to Contract Administrator for approval prior to completion of bench finishes.
  - (c) Metal Work
    - (i) Metal for bench supports to be as dimensioned on the drawings. All metal to be galvanized after fabrication, sanded and powder coated. Colour to be RAL 2003 or approved finished.
    - (ii) Standard angles and plates, unless otherwise specified, all steel for new members shall conform to the requirements of CSA Standard CAN/CSA-G40.21-M87, Grade 300W.
    - (iii) Welding consumables for all processes shall be certified by the manufacturer as complying with the requirements of the following specifications:
    - (iv) Manual, shielded metal arc-welding (SMAW):
    - (v) All electrodes for manual, shielded metal arc welding shall conform to CSA Standard CSA W48.1-M1991 classification number E7018 for single pass tack welds and CSA W48.3-M1982, classification numbers E8016-B1, E8016-C3, E8018-B1 or E8018-C3 for final welds.
    - (vi) Hardware: All bolts, nuts, washers, inserts, etc., as required for a complete installation shall be stainless steel, Type 316 unless noted otherwise and tamper-proof.
    - (vii) Equipment: All equipment shall be of a type approved by the Contract Administrator and shall be kept in good working order
  - (d) Grout
    - (i) Grout shall be nonmetallic, nonshrink, Sternson M-Bed Standard Grout, or equal as accepted by the Contract Administrator.
- E22.4 Construction Methods
- E22.4.1 All Work is to be located and installed in accordance with the drawings using approved non-rusting, vandal resistant fasteners to ensure solid, durable, finished Work suitable for the purpose intended. Fasteners and assembly hardware shall be incidental to the Work.
- E22.4.2 All furnishings and fixtures to be installed plumb and true to correct elevations and location, as directed the Contract Administrator. The Contractor shall confirm proposed locations of all Site furnishings with Contract Administrator prior to installation.
- E22.4.3 All furnishings and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering, which will injure or distort fixture, is prohibited.
- E22.4.4 Timber Benches (top-of-wall bench 'Type A', 'Type B', and free-standing):
- (a) Timber benches on Raised Concrete Planters shall be installed as per the drawings, and shall be set plumb and level.



- (b) Galvanized washers and/or neoprene spacers to be used as required to set benches level along their length.
- (c) Except as otherwise specified herein, steelwork should be fabricated in accordance with the latest A.W.S. Specification D1.A and subsequent revisions. Fabrication shall be in accordance with the latest AASHTO specification and all subsequent revisions.
- (d) No fabrication or welding of steelwork shall commence until permission to do so has been received from the Contract Administrator.
- (e) The repair of any members damaged during fabrication shall be approved by the Contract Administrator.
- (f) Shipping: Structural members shall be loaded in such a manner that they can be transported and unloaded at their destination without being excessively stressed, deformed or otherwise damaged.
- (g) Hot-Dip Galvanizing: All items under this specification, except stainless steel fasteners shall be hot-dip galvanized. Hot-dip galvanizing of complete items shall be done after fabrication in accordance with CSA Standard G164-M1981 to a retention of 600 gm/m<sup>2</sup> unless noted otherwise. All metal surfaces to be galvanized shall be thoroughly cleaned of rust, rust scale, mill scale, dirt and other contaminants by commercial sand, grit or shot blasting and/or pickling prior to galvanizing. Heavy deposits of oil and grease shall be removed with solvents prior to blasting or pickling.
- (h) Handling and Storage of Materials: Material to be stored shall be placed on skids above the ground. It shall be kept clean and properly drained. Long members shall be supported on skids placed near enough to prevent injury from deflection.
- (i) Welding to Galvanized Metal: All Galvalloy repairs shall be made flush with adjacent metal.
- (j) Drill and grout in concrete base as shown on drawings.
- (k) Timber bench anchor plates to be set over exposed anchor bolts and secured with stainless steel nuts.

#### E22.5 Testing

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

#### E22.6 Method of Measurement and Basis of Payment

##### E22.6.1 Method of Measurement shall be as follows:

- (a) Custom site furnishings will be measured on an individual basis for:
  - (i) "Custom Timber Bench 'Top-of-Wall, Type A'" on Form B: Prices.
  - (ii) "Custom Timber Bench 'Top-of-Wall, Type B'" on Form B: Prices.
  - (iii) "Custom Timber Bench 'Free-Standing'" on Form B: Prices.

##### E22.6.2 Basis of Payment

- (a) Custom site furnishing 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.

## **E23. TREE, SHRUB & UNDERSTORY PLANTING**

### **E23.1 General Description**

- (a) The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work as shown on the Drawings and as hereinafter specified, including, but not necessarily confined to the following:
  - (i) Supply and installation of trees, shrubs and perennials, as listed in this specification and indicated on the drawings.

### **E23.2 Reference**

- (a) Supply plants in accordance with the Canadian Nursery Stock Standards Current Edition, published by the Canadian Nursery Landscape Association, except where specified otherwise.

### **E23.3 Source Quality Control**

- (a) All plant material shall be randomly inspected at the source upon request of the Contract Administrator.
- (b) Plants are to be grown in nurseries in accordance with the Canadian Nursery Stock Standard Current Edition, published by the Canadian Nursery Landscape Association.
- (c) Only those plants that have been grown for at least the four (4) previous years in local Manitoba nurseries located in an Agriculture Canada Plant Hardiness Zone designation of 2(a or b) or 3(a or b) and within a 250-kilometre radius of Winnipeg, will be accepted. Trees that have been grown in plant hardiness zones 1 and 4 or greater will be rejected.

### **E23.4 Maintenance**

- (a) The Contractor shall be responsible for the maintenance of the trees for a period of two (2) year from the date of Total Performance. Any areas planted after September 15th, the maintenance period will commence on May 15<sup>th</sup> of the following year or such date as mutually agreed upon by all parties.
- (b) The Contractor shall be responsible for the maintenance of the shrubs and understory planting for a period of one (1) year from the date of Total Performance. Any areas planted after September 15th, the maintenance period will commence on May 15<sup>th</sup> of the following year or such date as mutually agreed upon by all parties.
- (c) All newly plantings shall be watered on a weekly basis between spring (May 15<sup>th</sup>) continuing through to early fall (October 15<sup>th</sup>), for the first year and two-year maintenance period thereafter to keep the soil in and around the root ball moist. With the Contract Administrator's or designates approval, adjustments may be made in watering frequency depending on soil type, weather, drainage, tree species, and weekly amounts of rainfall.
- (d) Ensure watering techniques do not cause erosion.
- (e) Turf and weed growth shall be removed from in and around planting site bi-monthly throughout the two-year maintenance and warranty period.
- (f) Wood chips or other approved mulch shall be topped up as required.
- (g) Reform damaged watering saucers.
- (h) If required to control insects, fungus and disease, use appropriate control methods in accordance with Federal, Provincial and Municipal regulations. Obtain product approval from Contract Administrator prior to application.
- (i) Remove dead, broken or hazardous branches from plant material.

- (j) Keep trunk protection and tree supports in proper repair and adjustment.
- (k) Remove trunk protection, tree supports and level watering saucers at end of warranty period.
- (l) Remove and replace dead plants and plants not in healthy growing condition. Make replacements in same manner as specified for original plantings.
- (m) Submit monthly written reports to Contract Administrator identifying:
  - (i) Maintenance work carried out.
  - (ii) Development and condition of plant material.
  - (iii) Preventative or corrective measures required which are outside Contractor's responsibility.

#### E23.5 Warranty

- (a) The Contractor shall, at his/her expense, warrant the Work against any and all defects or deficiencies resulting from insect infestation, disease and mechanical damage due to improper handling, installation or maintenance, for a period of two (2) years from the date of the Total Performance. Nursery stock damaged by vandalism or reasons beyond the control of the Contractor shall be replaced by the client.
- (b) End-of-Warranty inspection will be conducted by the Contract Administrator.
- (c) The Contract Administrator reserves the right to request material replacement or extend the Contractor's Maintenance responsibilities for an additional one (1) year if, at the end of the Warranty Period, leaf development and growth are not sufficient to ensure future survival of the plant material.

#### E23.6 Replacements

- (a) During the Maintenance Period, the Contractor shall remove from Site any plant material that has died or failed to grow satisfactorily as determined by the Contract Administrator and replace as per Specifications within a maximum ten (10) day period from notification.
- (b) Defective plants shall be replaced within three (3) Business Days' of notification to the Contractor.
- (c) The Contractor shall extend Maintenance and Warranty on replacement tree for a period equal to the original Maintenance and Warranty Periods.
- (d) The Contractor shall continue such replacement, Maintenance and Warranty until tree is acceptable.

#### E23.7 Materials

##### E23.7.1 Planting Soil

- (a) Planting Soil shall consist of black topsoil, a fertile friable natural loam containing by volume not less than 4% and no more than 25% of organic matter for clay loams, and not less than 2% and no more than 25% for sandy loams, with an acidity value ranging from pH 6.0 to 8.0 and capable of sustaining vigorous plant growth. Topsoil is to be free of any mixture of subsoil, clay lumps and free of stones and other extraneous matter. It is not to contain couch or crab grass rhizomes.

##### E23.7.2 Mulch

- (a) Mulch shall be of Natural Hardwood, free of leaves, branches and other extraneous matter. The recommended mulch shall consist of chips not less than 15mm not larger than 75mm in size and not more than 20mm thick.

##### E23.7.3 Miscellaneous Materials

- (a) Water shall be potable and free of minerals which may be detrimental to plant growth.
- (b) Stakes shall be metal T-Bar, steel, 40x40x5x2440mm.
- (c) ArborTie flat woven polyester guying.
- (d) Trunk Protection shall be plastic perforated spiral strip.

- (e) Armoured Trunk Protection shall be 50 x 50mm gridded, #16-gauge welded stucco wire mesh.

#### E23.7.4 Tree Quantity and Size

- (a) Trees are to be planted at the quantities and caliper listed on the Plant Lists which are shown on the drawings. Any variation from the specified quantity is to be clearly identified on the Schedule of Prices. Any variations to species, size or caliper of specified trees will require a request for approval from the Contract Administrator.
- (b) Any changes in planting locations will be determined on-site by the Contract Administrator.
- (c) The Contractor shall supply trees as indicated in the Schedule of Prices and Plant Lists.
- (d) Trees are to conform to the measurements specified on the drawings and Plant Lists, except that trees larger than specified may be used if approved by the Contract Administrator.

#### E23.7.5 Shipment and Pre-Planting Care

- (a) Coordinate shipping of trees and excavation of holes to ensure minimum time lapse between digging and planting.
- (b) Protect trees against branch breakage, abrasion and other mechanical damage, exposure and extreme temperature change during transit. Avoid binding of trees with rope or wire which would damage bark, break branches or destroy natural shape of tree. Give full support to root ball of trees during lifting.
- (c) Cover tree foliage with tarpaulin, and protect bare roots by means of dampened straw, peat moss, saw dust or other acceptable material to prevent loss of moisture during transit and storage.
- (d) Remove broken and damaged roots with sharp, sterile pruning shears to make clean cuts. Pruning shears to be sterilized between uses.
- (e) Keep roots moist and protected from sun and wind. Heel-in trees which cannot be planted immediately in shaded areas and water well to prevent drying out of root system.

### E23.8 Construction Methods

#### E23.8.1 Workmanship

- (a) All areas and locations provided for planting shall be staked out or painted on Site by the Contractor according to layout shown on the Drawings. Excavation shall not proceed until the layout has been inspected and approved by the Contract Administrator. Excavation shall be undertaken until all underground utilities have been located and protected.
- (b) Coordinate operations. Keep Site clean and planting holes drained. Immediately remove soil or debris spilled onto street pavement, grass or sidewalk.

#### E23.8.2 Planting Time

- (a) Trees noted for spring planting only, must be planted in dormant period.
- (b) Plant only under conditions that are conducive to health and physical conditions of trees.
- (c) Provide planting schedule to Contract Administrator. Extending planting operations over long period using limited crew will not be accepted.
- (d) The Contractor must obtain all above and below ground clearances from all the utilities as well as the appropriate District Operations Branch in a timely manner so as not to jeopardize the schedule of the complete tree planting Contract.

#### E23.8.3 Excavation

- (a) Tree Pit and Tree Trenches to be dug with back hoe.

- (b) Excavate tree pits and trenches in accordance to layout and dimensions shown on the Drawings.
- (c) Protect bottom of excavations against freezing.
- (d) Remove water which enters excavations prior to planting. Ensure source of water is not ground water and notify Contract Administrator if standing water persists past removal.
- (e) Tree pit and trench depth shall be such that the top of the root ball is even with the existing grade, and the root flare to be at or slightly above the finished grade. Determine how deep the root flare is in the root ball before excavation or before the tree is placed in the planting hole. If necessary, at installation, raise the top of the root ball until the root flare is at the proper planting depth through the addition of a topsoil atop the scarified layer.
- (f) Upon excavation of the planting bed, the excavation shall be backfilled with a topsoil mixture to a depth to permit adequate installation and stabilization of the plant material. Topsoil shall be placed in accordance with City of Winnipeg Standard Construction Specifications CW3540 to a 300mm depth

#### E23.8.4 Installation

- (a) All nursery stock shall be set plumb in the centre of pits and at levels as shown on the planting details after settlement has taken place.
- (b) Nursery stock shall be faced to give the best appearance or relationship to adjacent structure and to the approval of the City of Winnipeg representative.
- (c) Each tree must be planted such that the trunk flare is visible at the top of the root ball. Trees where the trunk flare is not visible shall be considered a deficiency and payment for the planting will not be received until the deficiency is addressed. Do not cover the top of the root ball with soil.
- (d) Planting shall be done during periods of suitable weather conditions and in accordance with locally accepted practice.
- (e) No tree pit is to be left open at the end of the Contractor's Work Day. Planting program is to be planned to ensure that all approved trees delivered to the Site at designated planting locations are installed and thoroughly watered the same day as delivery.
- (f) With balled and burlapped root balls and root balls in wire baskets, burlap shall be loosened and cut away from the top 1/3 without disturbing root ball. Wire shall be cut away and removed from the top 1/3 of the root ball. Burlap or rope shall not be pulled from under root ball. All twine and non-biodegradable wrapping shall be removed.
- (g) Backfill with topsoil and gently tamp soil around the root ball. Thoroughly water the root ball and planting pit.
- (h) Each tree is to have an earth saucer at its base having a diameter as large as the excavation with a berm no greater than 10cm in height and width formed at the perimeter of the saucer to retain water.
- (i) Install tree trunk protection around the base of each tree trunk. Armoured protection only to be installed on trees between Kingston Row and the Red River.
- (j) Install wood chips or other approved mulch.
- (k) Mulch shall be a clean bark or wood chip free of leaves, branches and other extraneous matter.
- (l) Mulch shall consist of chips not less than fifteen (15) mm nor larger than seventy-five (75) mm in size and not more than twenty (20) mm thick.
- (m) Mulch shall be to the depth of no more than fifty (50mm) or two (2") inches to one hundred (75mm) or three (3") inches and must not be placed within eight (10cm) or three (4") inches of the trunks of trees.
- (n) Apply water to area around planting hole immediately after planting.

- (o) Install stakes and straps (do not use wire in garden hose) as necessary, or as directed by Contract Administrator or designate.

#### E23.8.5 Pruning

- (a) The Contractor shall provide a qualified arborist for each work crew or work site in accordance with the Forest Health Protection Act and Arborist Regulations for each work crew or work site.
- (b) Remove dead, broken and injured branches. All pruning will be done in accordance with the most current edition of the American National Standards Institute (ANSI) A300 and the most current edition of the companion publication "Best Management Practices – Tree Pruning". Pruning shears to be sterilized between uses.
- (c) No Pruning work is permitted on elm trees for the period April 1<sup>st</sup> to July 31<sup>st</sup> as directed in the Manitoba Forest Health Protection Act and Regulations unless deemed a safety hazard by the Contract Administrator.

#### E23.8.6 Watering

- (a) Trees are to be watered during the planting procedure as described previously, and once a week thereafter, or more frequently if required, between spring (May 15) and early fall (October 15) as described previously in Maintenance. With the Contract Administrator's or designate's approval, adjustments may be made in watering frequency depending on soil type, weather, drainage, tree species, and weekly amounts of rainfall.
- (b) A complete record is to be kept of each series of waterings for all planted trees noting: 1) location, and 2) date of watering. This record shall be sent bi-weekly to the Contract Administrator.
- (c) The area in and around the planting site shall be watered to allow enough time for the water to penetrate the soil to a depth of 15 to 30cm.
- (d) Watering must be done slowly to ensure that water does not run away from the root zone and so the top 30cm of the soil around the root system of the tree are well saturated. The water stream must not gouge out a hole in the soil or mulch.
- (e) The Contractor shall provide a water supply, all costs to provide water for the watering operation and all associated costs shall be borne by the Contractor. These costs may include hydrant permit and meter rental fees.
- (f) Water shall be free of oils, acids, alkalis, salts and other substances that may be detrimental to plant growth. Water suitable for human consumption shall be acceptable without testing.
- (g) Water from rivers and streams shall not be used without prior approval of the Contract Administrator.
- (h) Should the Contract Administrator determine that water quality testing is necessary, an approved testing laboratory shall perform the test at the sole expense of the Contractor.

#### E23.9 Method of Measurement and Basis of Payment

##### E23.9.1 Method of Measurement shall be as follows:

- (a) Tree & shrub planting will be measured on a per unit basis for:
  - (i) "Trees Planting"
  - (ii) "Shrub Planting" and
  - (iii) "Understory Planting" on Form B: Prices.

E23.9.2 Installation of trees shall be measured on a per unit basis. The amount to be paid for shall be the total number of trees supplied and installed in accordance with this Specification and the Construction Drawings, and as acceptable to the Contract Administrator. Two (2) year maintenance and mulch is considered incidental to the supply and installation of all plant material.

E23.9.3 Installation of shrubs, perennials and grasses shall be measured on a per unit basis. The amount to be paid for shall be the total number of shrubs, perennials and grasses supplied and installed in accordance with this Specification and the Construction Drawings, and as acceptable to the Contract Administrator. One (1) year maintenance and mulch is considered incidental to the supply and installation of all plant material.

E23.9.4 Basis of Payment

(a) Tree, Shrub & Understory Planting 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.

Item of work:

- (a) Deciduous Trees
  - (i) Triumph Elm (caliper)
  - (ii) Dakota Pinnacle Birch (caliper)
- (b) Coniferous Trees
  - (i) Black Hills White Spruce (caliper)
  - (ii) Siberian Larch (caliper)
  - (iii) Black Cedar (caliper)
- (c) Deciduous Shrub
  - (i) Bearberry - Kinnikinnick (1 gal)
  - (ii) Flamingo Willow (2 gal)
  - (iii) White Snowberry (2 gal)
- (d) Coniferous Shrubs
  - (i) Savin Spreading Juniper (2 gal)
  - (ii) Dwarf Mugo Pine (2 gal)
- (e) Perennials
  - (i) Nora Barlow Columbine (4.5" pot)
  - (ii) Wild Artemisia (4.5" pot)
  - (iii) Swamp Milkweed (4.5" pot)
  - (iv) Fireweed (4.5" pot)
  - (v) Native Fern (4.5" pot)
- (f) Grasses
  - (i) Sheep Fescue (4.5" pot)
  - (ii) Sweetgrass (4.5" pot)
  - (iii) Little Bluestem (4.5" pot)

**E24. PLANTING BEDS**

E24.1 Description

E24.1.1 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work as shown on the Drawings and as specified hereinafter.

E24.2 Related Works

E24.2.1 Tree and Shrub Planting

E24.3 Materials

#### E24.3.1 Planting Soil

- (a) General: black topsoil, a fertile friable natural loam containing by volume not less than 4% and no more than 25% of organic matter for clay loams, and not less than 2% and no more than 25% for sandy loams, with an acidity value ranging from pH 6.0 to 8.0 and capable of sustaining vigorous plant growth. Topsoil is to be free of any mixture of subsoil, clay lumps and free of stones and other extraneous matter. It is not to contain couch or crab grass rhizomes.

#### E24.3.2 Mulch

- (a) Mulch to be a clean bark or wood chip with minimal of leaves, branches and other extraneous matter and
- (b) Not contain adhesives, wood preservatives or any other chemical contaminants, and
- (c) Consist of chips not less than 15mm nor larger than 75mm in size and not more than 20mm thick
- (d) Add additional mulch as required to maintain minimum constant depth of mulch, and clean up edges and contain mulch within the designated area.

#### E24.4 Construction Method

##### E24.4.1 Planting Bed Preparation

- (a) The Contractor shall co-ordinate site excavation works with landscaping to ensure minimal additional excavation for shrub beds. All remaining areas to be excavated shall be to the shape shown on the drawings. Beds shall be excavated to the finished depth (including tree mulch) shown on drawings.
- (b) All areas and locations determined for planting beds shall be staked according to layout shown on the drawings. Excavation shall not proceed until the layout has been inspected and approved by the Contract Administrator. Excavation shall not be undertaken until all underground utilities have been located and protected.
- (c) The Contractor shall provide planting beds with a crisp spade edge, complete with topsoil and bark mulch as indicated on the drawing.

##### E24.4.2 Excavation and Filling

- (a) Excavation shall be initially filled with topsoil to a depth needed to support plant material at the correct elevation. Prior to backfilling, topsoil beneath rootballs shall be tamped to minimize setting.
- (b) Excavation shall be filled to be level with surrounding grade at the periphery of the planting bed, and mounded towards the centre to sit proud of grade  $\pm 100\text{mm}$ . Soil should be firmly compacted and indicated soil depths shall be depths after light compaction.
- (c) Mulch shall be spread to a consistent depth over entire planting bed area, taking care not to damage the plants in accordance with E50.3.4.

#### E24.5 Method of Measurement

- E24.5.1 Planting Beds, inclusive of mulch, shall be measured on a square meter basis. The area to be paid for shall be the total number of square meters that are installed in accordance with this Specification and the Drawings, and as acceptable to the Contract Administrator.

#### E24.6 Basis of Payment

- E24.6.1 Planting Beds will be paid for at the Contract Unit Prices per linear meter for "Planting Beds" measured as specified herein, which price shall be payment in full for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work included in this Specification and accepted by the Contract Administrator.



## **E25. SOIL CELLS**

### **E25.1 Description**

**E25.1.1** The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work as shown on the Drawings and as hereinafter specified, including, but not necessarily confined to the following:

- (a) Supply and installation of Soil Cell system, as listed in this specification and indicated on the drawings.
  - (i) Soil Cell to be DeepRoot – Silva Cell 3x system, inclusive of all modular suspended pavement components or approved equal
  - (ii) Manufacturer design documents, specification and installation instructions available at : <https://www.deeproot.com/products/silva-cell/resources/>
  - (iii) Contractor to submit for approval alternative equivalent system in accordance with B7.

**E25.1.2** The Contractor shall, in accordance with this specification, adhere to all Specifications of the Soil Cell Manufacturer including but not limited to Materials and Construction Method. Any discrepancies between Manufacturer Specifications, the tender documents and drawings shall be brought to the attention of the Contract Administrator before conducting any work in relation to the Soil Cells.

### **E25.2 Measurement and Payment**

**E25.2.1** Method of Measurement shall be as follows:

- (a) Soil Cell installation will be measured on a per unit basis for:
  - (i) "Soil Cells – 3x Silva Cell or *Approved Equal*"

**E25.2.2** Installation of Soil Cells shall be measured on a cubic metre basis. The amount to be paid for shall be the total cubic metres supplied and installed in accordance with this Specification and the Construction Drawings, and as acceptable to the Contract Administrator.

**E25.2.3** Basis of Payment

- (a) Installation "Soil Cells – 3x Silva Cell or *Approved Equal*" will be paid for at the Contract Unit Price. 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.

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform the following portions of the Work:
- (a) any Work on private property;
  - (b) any Work within City facilities other than:
    - (i) an underground structure such as a manhole;
    - (ii) in areas and at times normally open to the public;
- F1.1.1 Each Individual shall be required to obtain a Police Information Check from the police service having jurisdiction at their place of residence. Or
- (a) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:  
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>; or
  - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
  - (c) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.1.2 The original Police Information Check (Form P–612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P–612) to the Contract Administrator.
- F1.2 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- F1.3 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in F1.1.
- F1.4 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work specified in F1.1.