



THE CITY OF WINNIPEG

TENDER

TENDER NO. 103-2022

PUBLIC RESERVE RESTORATION – 409 MULVEY AVENUE

TABLE OF CONTENTS

PART A - BID SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	1
B6. Addenda	2
B7. Substitutes	2
B8. Bid Components	3
B9. Bid	3
B10. Prices	4
B11. Disclosure	4
B12. Conflict of Interest and Good Faith	4
B13. Qualification	6
B14. Opening of Bids and Release of Information	7
B15. Irrevocable Bid	7
B16. Withdrawal of Bids	7
B17. Evaluation of Bids	7
B18. Award of Contract	8

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Contract Administrator	1
D4. Contractor's Supervisor	1
D5. Notices	1

Submissions

D6. Authority to Carry on Business	2
D7. Safe Work Plan	2
D8. Insurance	2
D9. Contract Security	3
D10. Subcontractor List	4
D11. Detailed Work Schedule	4

Schedule of Work

D12. Commencement	4
D13. Substantial Performance	5
D14. Total Performance	5
D15. Liquidated Damages	5
D16. COVID-19 Schedule Delays	5
D17. Scheduled Maintenance	6

Control of Work

D18. Job Meetings	6
D19. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	7
D20. The Workplace Safety and Health Act (Manitoba) – Qualifications	7

Measurement and Payment

D21. Payment	7
--------------	---

Warranty

D22. Warranty	7
---------------	---

Third Party Agreements

D23. Funding and/or Contribution Agreement Obligations	7
Form H1: Performance Bond	10
Form H2: Labour and Material Payment Bond	12
Form H3: Irrevocable Standby Letter of Credit	14
Form J: Subcontractor List	16

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Site Access	1
E3. Site Enclosures	1
E4. Drawings and Specifications	1
E5. Permits, Notices, Licenses, Certificates, Laws And Rules	2
E6. Damage To Existing Structures And Property	2
E7. Existing Services and Utilities	2
E8. Pedestrian Safety And Traffic Management	2
E9. Protection of the Survey Infrastructure	3
E10. Temporary Utilities	3
E11. Stakes and Marks	3
E12. Test Reports	3
E13. Site Restoration	4

Site Development

E14. Mobilization and Protection of Existing Trees	4
E15. Site Preparation, Earthwork and Grading	5
E16. Granular Surfacing	6
E17. Topsoil, Sodding and Seeding	7
E18. Fencing	8

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PUBLIC RESERVE RESTORATION – 409 MULVEY AVENUE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 22, 2022.

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.

B4. ENQUIRIES

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

B4.2 If the Bidder finds errors, discrepancies or omissions in the 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.
- B6.4 The Bidder is responsible for ensuring that he/she has 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 D3.

B7. SUBSTITUTES

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

- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B17.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID COMPONENTS

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

B9. BID

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid/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 his/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B9.4.2 All signatures shall be original.

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

B10. PRICES

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

B10.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D23. Any such costs shall be determined in accordance with D23.

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 B17.4 will prevail over the Total Bid Price entered in MERX.

B11. DISCLOSURE

B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are:

- (a) NA

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 its participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.
- B12.3 In connection with its Bid, each entity identified in B12.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B12.4 Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

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

B13. QUALIFICATION

B13.1 The Bidder shall:

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

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

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <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);

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™) or
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B13.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B13.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

- B14.1 Bids will not be opened publicly.
- B14.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.
- B14.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.
- B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B14.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B15. IRREVOCABLE BID

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

B16. WITHDRAWAL OF BIDS

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

B17. EVALUATION OF BIDS

- B17.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender or acceptable deviation there from (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B7.
- B17.2 Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is qualified.
- B17.4 Further to B17.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B17.4.1 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

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

B18. AWARD OF CONTRACT

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

B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.

B18.2.1 Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B18.3 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of D23 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.

B18.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B17.

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

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

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

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 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
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the restoration of a turf field from a former granular parking lot.

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

- (a) Site preparation, including the removal of unwanted materials;
- (b) Site grading;
- (c) Supply and installation of granular surfacing;
- (d) Supply and installation of topsoil and sodding; and
- (e) Supply and installation of post and plank rail fencing.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is David Wagner Associates Inc., represented by:

David Wagner
Landscape Architect
Telephone No. 204 782-1910
Email Address dwagner@dwla.ca

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

D4. CONTRACTOR'S SUPERVISOR

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

D5. NOTICES

D5.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

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

D5.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department

Attn: Director of Legal Services
Facsimile No.: 204 947-9155

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D7. SAFE WORK PLAN

D7.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D7.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D7.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at its 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.

D8. INSURANCE

D8.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg and David Wagner Associates Inc. added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) all risks installation floater, carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D8.2 Deductibles shall be borne by the Contractor.

D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.

D8.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D9. CONTRACT SECURITY

- D9.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; and
 - (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price; or
 - (c) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H3: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
 - (d) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D9.1.1 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 D9.1.1(b).
- D9.1.2 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 its discretion, exercised reasonably, allows.
- D9.1.3 Digital bonds passing the verification process will be treated as original and authentic.
- D9.1.4 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.
- D9.2 The Contractor shall provide the City Solicitor with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order or an award letter and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D9.3 Where the Contract Security is provided in accordance with D9.1(a) and D9.1(b), the Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:
- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D9.1(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.

D10. SUBCONTRACTOR LIST

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

D11. DETAILED WORK SCHEDULE

- D11.1 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.
- D11.2 The detailed work schedule shall consist of the following:
 - (a) a critical path method (C.P.M.) schedule for the Work;
 - (b) a Gantt chart for the Work based on the C.P.M. schedule;all acceptable to the Contract Administrator.
- D11.3 Further to D11.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:
 - (a) Start-up Date;
 - (b) Substantial Performance; and,
 - (c) Total Performance.
- D11.4 Further to D11.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.
- D11.5 The Work Schedule and Gantt Chart shall be updated on a bi-weekly basis or as requested by the Contract Administrator.

SCHEDULE OF WORK

D12. COMMENCEMENT

- D12.1 The Contractor shall not commence any Work until he/she is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.
- D12.2 The Contractor shall not commence any Work on the Site until:
 - (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D7;
 - (iv) evidence of the insurance specified in D8;
 - (v) the contract security specified in D9;
 - (vi) the Subcontractor list specified in D10;
 - (vii) the detailed work schedule specified in D11; and
 - (viii) the direct deposit application form specified in D21.

- (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.

D12.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

D12.4 The City intends to award this Contract by April 14, 2022.

D12.4.1 If the actual date of award is later than the intended date, the dates specified for Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D13. SUBSTANTIAL PERFORMANCE

D13.1 The Contractor shall achieve Substantial Performance by June 23, 2022.

D13.2 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.

D13.3 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.

D14. TOTAL PERFORMANCE

D14.1 The Contractor shall achieve Total Performance by June 30, 2022.

D14.2 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.

D14.3 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.

D15. LIQUIDATED DAMAGES

D15.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City five hundred dollars (\$500) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.

D15.2 The amount specified for liquidated damages in D15.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.

D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D16. COVID-19 SCHEDULE DELAYS

D16.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health

authorities and various levels of government and in close consultation with the Contract Administrator.

- D16.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, 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.
- D16.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D16.4 For any delay related to COVID-19 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 D16.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D16.5 The Work schedule, including the durations identified in D13 to D14 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.
- D16.6 Where Work not previously identified is being carried over solely as a result of delays related to COVID-19, 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 COVID-19, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.
- D16.7 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D17. SCHEDULED MAINTENANCE

- D17.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Sod maintenance as specified in E17.4.
 - (b) Topdressing and seeding maintenance as specified in E17.4.
- D17.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

CONTROL OF WORK

D18. JOB MEETINGS

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

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

D19.1 Further to C6.26, 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).

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

D20.1 Further to B13.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

MEASUREMENT AND PAYMENT

D21. PAYMENT

D21.1 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

WARRANTY

D22. WARRANTY

D22.1 Warranty is as stated in C13.

THIRD PARTY AGREEMENTS

D23. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D23.1 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.

D23.2 Further to D23.1, in the event that the obligations in D23 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.

D23.3 For the purposes of D23:

- (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.

D23.4 Modified Insurance Requirements

D23.4.1 If not already required under the insurance requirements identified in D8, 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 its Ministers, officers, employees, and agents shall be added as additional insureds.

- D23.4.2 If not already required under the insurance requirements identified in D8, 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.
- D23.4.3 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.
- D23.4.4 Further to D8.3, 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.
- D23.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D23.5 Indemnification By Contractor
- D23.5.1 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.
- D23.6 Records Retention and Audits
- D23.6.1 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.
- D23.6.2 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 D23.6.1 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.
- D23.7 Other Obligations
- D23.7.1 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.
- D23.7.2 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.

D23.7.3 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.

D23.7.4 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.

D23.7.5 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.

D23.7.6 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 D9)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

TENDER NO. 103-2022

PUBLIC RESERVE RESTORATION – 409 MULVEY AVENUE

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 D9)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

TENDER NO. 103-2022

PUBLIC RESERVE RESTORATION – 409 MULVEY AVENUE

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

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

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

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H3: IRREVOCABLE STANDBY LETTER OF CREDIT
(CONTRACT SECURITY)
(See D9)**

(Date)

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

RE: CONTRACT SECURITY - TENDER NO. 103-2022

PUBLIC RESERVE RESTORATION – 409 MULVEY AVENUE

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
L-1	Existing Conditions and Removals Plan
L-2	Survey 2016 - Pre Parking Lot
L-3	Restoration Plan and Details
L-4	Grading Plan

E2. SITE ACCESS

- E2.1 Access to the Site will be determined at the pre-construction meeting. The access areas shall be maintained and restored by the Contractor at his own expense and approved by the Contract Administrator.
- E2.2 The Contractor's operations shall be limited to the Site access location and the minimum area necessary for undertaking the Work. The Contractor shall be responsible for all damage resulting from his Work on private or public property.

E3. SITE ENCLOSURES

- E3.1 Temporary Site enclosures, if determined necessary at the pre-construction meeting, shall be erected and maintained as required for the duration of the construction period.
- E3.2 Site enclosures shall be considered incidental to the Contract Work.

E4. DRAWINGS AND SPECIFICATIONS

- E4.1 The Contractor shall maintain one full size set of Drawings and Specifications on Site at all times during construction. This shall include the shop drawings, complete construction details, change orders and any other information pertinent to the construction of the project. The drawings shall be printed in colour if colour is used to convey information.
- E4.2 The Contractor shall maintain a set of Record Drawings on Site marking all Changes in Work. **A post construction survey** of the finished grades, c/w P. Eng. Stamp, shall be submitted to the

Contract Administrator at Total Performance. There shall be no separate payment for Record Drawings.

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

- E5.1 Further to C: 6.12, the Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of same before proceeding with the Work, and pay any cost attached to the inspection of such plans.
- E5.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.
- E5.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.
- E5.4 All Work shall be performed in compliance with Manitoba Workplace Safety and Health.
- E5.5 All Work shall be performed in compliance with Manitoba Workplace Safety and Health Fall Protection guidelines.
- E5.6 The Contractor and Sub-contractors must be fully aware of all Work involving hazardous materials. All Work must be performed in compliance with the Manitoba Department of Labour Workplace Safety and Health Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification to the Contract Administrator of his/her encountering of suspected hazardous material during their course of Work.

E6. DAMAGE TO EXISTING STRUCTURES AND PROPERTY

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

E7. EXISTING SERVICES AND UTILITIES

- E7.1 No responsibility will be assumed by the City of Winnipeg for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface; the City of Winnipeg 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.

E8. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT

- E8.1 Further to CW 1130, the Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress is maintained to private properties while he/she is working near them. Any damage caused by the negligence of the Contractor or his/her Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by him at his/her own expense, to the satisfaction of the Contract Administrator.

E9. PROTECTION OF THE SURVEY INFRASTRUCTURE

- E9.1 Notwithstanding clause 4 “Persons and municipalities to protect Outline Monuments”; under [The Surveys Act](#), of Manitoba, the Contractor shall be responsible to protect the Survey Infrastructure from damage as a result of the Work.
- E9.2 Further to C6.26 (g), at least 72 hours prior to the commencement of the On-Site Work the Contractor shall contact the City of Winnipeg, Geomatics Services Branch at 204-918-1360 (8:00 am to 4:00 pm Monday to Friday, excluding holidays) to obtain underground clearance. Geomatics Services will locate and mark all known outline survey monuments and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.
- E9.3 Where a survey post, bar or control monument lies in the line of the proposed Work and must be disturbed, the Contractor shall provide the Contract Administrator with 48 hours’ notice to permit referencing for future replacement, at no cost to the Contractor. Failure to provide the specified notice shall result in the Contractor paying for all costs associated with replacing or relocating the disturbed outline survey monuments and geodetic control monuments. Survey monuments and geodetic control monuments at or adjacent to the Site, not in the line of the proposed construction that are damaged or disturbed by the Contractor shall be replaced or relocated by the City or its agent and all associated costs shall be paid for by the Contractor.
- E9.4 An approximate estimate of the cost to restore a legal survey monument is \$1,000 per bar and \$3,000 per control monument. Contractors shall ensure their landscaping and other subcontractors are aware of this clearance procedure and the potential restoration costs. Where possible, amounts owed to the City in accordance with the above will be deducted from payments to be made by the City to the Contractor.

E10. TEMPORARY UTILITIES

- E10.1 Further to C: 6.12, the Contractor shall make his own arrangements in connection with the temporary use of lighting, power, gas, sewer, water or other utilities, and pay all costs in connection therewith.
- E10.2 All necessary permits, fees and other like expenses as well as the cost of temporary connections to existing facilities shall be arranged and paid for by the Contractor.

E11. STAKES AND MARKS

- E11.1 The Contractor is responsible for the layout of all Work. Key grade stakes shall be identified at the pre-construction meeting.
- E11.2 The Contract Administrator shall be advised of the staking of the layout and site grades at least twenty-four (24) hours in advance in order that the layout and site grades may be inspected and adjusted as required prior to construction.
- E11.3 The Contractor is responsible for the maintenance of the layout and grade stakes throughout the construction process.
- E11.4 The Contractor shall determine the meaning and correctness of the stakes and marks before starting the Work. If an error is suspected in the Drawings, Specifications or directions of the Contract Administrator, Work will be discontinued until the error is rectified. No claim will be made due to alleged inaccuracies in the stakes and marks and for delay in the Work to rectify an error.

E12. TEST REPORTS

- E12.1 Where required by the Contract Administrator, the Contractor shall provide certified copies of tests upon materials to be used in construction of the Work, indicating that the materials comply with the Specifications.

- E12.2 Submit test results to the Contract Administrator within ten (10) Calendar Days of request.
- E12.3 All testing costs shall be the responsibility of the Contractor.

E13. SITE RESTORATION

- E13.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.
- E13.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.
- E13.2 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all tools, equipment, waste, debris and surplus foundation earth to the satisfaction of the Contract Administrator. Unless otherwise specified, the Contractor shall restore all areas of the Site beyond the established limit of Work, which have been disturbed by the Contractor's operations to as good as or better than the original condition to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this Work.

SITE DEVELOPMENT

E14. MOBILIZATION AND PROTECTION OF EXISTING TREES

- E14.1 Mobilization
- (a) As required.
- E14.2 Tree Protection
- (a) The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing trees within the limits of the construction area:
- (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2440 mm wood planks, or other suitable protection 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.
- (d) Equipment shall not be operated within the drip line without written permission from the Contract Administrator. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the drip lines of trees. The drip line of a tree shall be considered to be the entire ground surface located directly beneath the tree and radiating out to 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) Repair, replace and maintain tree protection materials during construction until the Project completion.
- (f) Carefully remove safety fencing and strapping material without harming the trees as soon as the construction and restoration Work is complete.
- (g) All damage or pruning required to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the Forestry Branch. Damages must be repaired by an Individual with a Manitoba Arborist Licence or by the Forestry Branch.

E14.3 Method of Measurement and Basis of Payment

E14.3.1 Method of Measurement shall be as follows:

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

E14.3.2 Basis of Payment

- (a) Mobilization and tree protection 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.

E15. SITE PREPARATION, EARTHWORK AND GRADING

E15.1 General Description

- (a) Further to CW 3110 and 3170, this specification shall cover site preparation, earthwork and rough grading, including:
 - (i) The clearing of the existing Site for the purposes of rough grading including the removal of asphalt, plant material, debris and other unsuitable materials.
 - (ii) The cut and fill required to achieve the rough grades and drainage patterns as shown on the Drawings.

E15.2 Materials

- (a) Fill Material
 - (i) Fill material, if required, shall be imported and in accordance with CW 3110.
- (b) Herbicides
 - (i) Herbicides shall be standard commercial products registered for sale and use in Canada under the Pest Control Products Act.

E15.3 Equipment

- (a) Cut and fill operations and topsoil placement shall include the use of draught, grader, farm machinery, landscape and / or construction equipment with tracks or floatation tires.
- (b) Compaction shall include the use of sheep's foot or other suitable compaction equipment as approved by the Contract Administrator.
- (c) All finish grading must be undertaken using earth moving equipment guided by laser or GPS controlled data. Visual grade stakes shall also be installed to supplement the electronic data.

E15.4 Site Preparation and Grading

- (a) All unsuitable materials, such as asphalt, rocks, plant material and debris shall be removed from the Site.
- (b) The Contract Administrator may request that the area to be sodded be treated with an approved Glyphosate broad spectrum systemic herbicide in accordance with the manufacturer's specification. The application shall be made by an individual licensed to apply such a chemical and as per CW 3510.
- (c) A portion of the existing granular may be stripped and stockpiled on Site as determined in consultation with the Contract Administrator, for the purpose of restoring the granular areas around the Site perimeter.
- (d) The construction area is to be excavated or filled to achieve rough grade.
- (e) Rough grade is to be to levels, profiles and contours allowing for surface treatment as indicated on Drawings and as specified herein:
 - (i) Topsoil and Sodding – 75mm
 - (ii) Granular Surfacing – 375mm

- (iii) Granular Mow Strip – 150mm
- (f) Minimal site disturbance is to occur outside the Construction Boundary.
- (g) Wherever the proposed Site grading is to meet existing Site grades, the grades are to match and positive Site drainage is to be maintained.
- (h) The subgrade for granular surfacing shall be prepared, including the removal and disposal of silt, organics, and unsuitable materials, as per CW 3170.
- (i) In fill areas, the Contractor shall scarify the existing ground to a minimum depth of 150mm prior to the placement of any imported fill.
- (j) Compaction of fill is to achieve a minimum of 95% Proctor Density.
- (k) All surplus materials shall be disposed of as per CW 3170.
- (l) The rough grading shall be grade staked by the Contractor's CET for review with the Contract Administrator prior to installation of other Works.

E15.5 Method of Measurement and Basis of Payment

E15.5.1 Method of Measurement shall be as follows:

- (a) Site preparation, earthwork and grading will be measured on a square metre basis for:
 - (i) "Site Preparation and Grading" on Form B: Prices.

E15.5.2 Basis of Payment

- (a) Site preparation, earthwork and grading 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.

E16. GRANULAR SURFACING

E16.1 General Description

- (a) Further to CW 3110, CW 3130, and CW 3170, this specification shall cover:
 - (i) The supply and installation of the granular surfacing.
 - (ii) The supply and installation of the granular mow strip.

E16.2 Associated Work

- (a) The installation of the new fencing shall be coordinated with the construction of the granular surfacing.
- (b) Excavation and subgrade preparation shall be included under Site Preparation and Grading

E16.3 Materials for Granular Surfacing

- (a) Base course - 50mm down crushed limestone
 - (i) Crushed concrete is not acceptable.
- (b) Top course - 19mm down crushed asphalt cuttings
- (c) Geotextile
 - (i) Non-woven to CW 3130

E16.4 Materials for Granular Mow Strip

- (a) Base course - 19mm down crushed limestone

E16.5 Methods

- (a) For the Granular Surfacing:
 - (i) Geotextile shall be installed to CW 3130. Geogrid shall be installed over unsuitable materials

- (ii) The subbase shall be installed to 300mm depth and compacted in 150mm layers to 100% SPD.
- (iii) The base course shall be installed to 75mm depth and compacted to 100% SPD.
- (b) For the Granular Mow Strip:
 - (i) The base course shall be installed to 150mm depth and compacted to 100% SPD.
 - (ii) Where the mow strip meets the granular areas outside of the Construction Site, the mow strip shall be blended to the adjacent granular. The adjacent granular shall be cleaned up and levelled to the satisfaction of the Contract Administrator.

E16.6 Method of Measurement and Basis of Payment

E16.6.1 Method of Measurement shall be as follows:

- (a) Granular surfacing will be measured on a square metre basis for:
 - (i) "Supply and Installation of Granular Surfacing", and
 - (ii) "Supply and Installation of Granular Mow Strip" on Form B: Prices.

E16.6.2 Basis of Payment

- (a) Granular surfacing 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.

E17. TOPSOIL, SODDING AND SEEDING

E17.1 General Description

- (a) Further to CW 3540, CW 3510, and CW 3520 this specification shall cover the supply and installation of:
 - (i) Topsoil and sod.
 - (ii) Topdressing and seeding.

E17.2 Materials

- (a) Topsoil
 - (i) As per CW 3540.
- (b) Sodding
 - (i) As per CW 3510
 - (ii) Sod shall be mineral base, big roll sod.
- (c) Seed
 - (i) As per 3520
- (d) Slow Release Starter Fertilizer: 18-24-12
- (e) Bag tags shall be supplied to the Contract Administrator, prior to product installation, for both seed and fertilizer.

E17.3 Methods

- (a) The topsoil and finish grading shall be installed as per CW3540 or as directed by the Contract Administrator.
- (b) Topsoil placement operations shall use equipment as specified in E15.3.
- (c) Compacted topsoil depth shall be:
 - (i) Sodded Areas: 75mm
- (d) Following inspection of rough grading and compaction, the Work area shall be fine graded to provide a maximum deviation of 25mm in 10 metres from the design grade with no low areas to hold water. The finished surface of all disturbed areas shall be dragged smooth in

such a manner that there are no loose soil particles greater than 25mm in maximum dimensions.

- (e) Sodding
 - (i) As per CW 3510
 - (ii) Fertilizer Rate: 5 lbs. per 1000 Sq. Ft. to be applied to topsoil prior to sodding.
 - (iii) Where the new sod meets existing turf, the existing turf is to be cut with a sod cutter to create neat and even edges. The sod is to meet the existing turf in a level manner after rolling. Seams shall be topdressed and seeded.
- (f) Topdressing and Seeding
 - (i) The area to be topdressed is to be mowed and raked clean of any granular or debris.
 - (ii) The area is to be topdressed to cover any depressions and granular patches.
 - (iii) As per CW 3520
- (g) Areas to be sodded or topdressed and seeded are as shown on Drawings. Site restoration, outside of those areas, remains the responsibility of the Contractor.

E17.4 Maintenance Period

- (a) The Contractor shall maintain the sod for Thirty (30) Calendar Days after the completion of the installation. The turf shall be established in accordance with CW 3510.
- (b) The Contractor shall maintain the topdressed and seeded area for Thirty (30) Calendar Days after the completion of the installation. The seed shall be germinated and established to the satisfaction of the Contract Administrator.

E17.5 Method of Measurement and Basis of Payment

E17.5.1 Method of Measurement shall be as follows:

- (a) Topsoil, sodding and seeding will be measured on a square metre basis for:
 - (i) "Topsoil and Sodding", and
 - (ii) "Topdressing and Seeding" on Form B: Prices.

E17.5.2 Basis of Payment

- (a) Topsoil, sodding and seeding 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.
- (b) Payment under this section shall be in accordance with the following:
 - (i) Seventy-five percent (75%) following the supply and installation of the topsoil, sod and seeding.
 - (ii) Twenty-five percent (25%) following termination of the maintenance period.

E18. FENCING

E18.1 General Description

- (a) Further to CW 3550, this specification shall cover the supply and installation of post and plank rail fencing as shown on the Drawings.

E18.2 Materials and Methods

- (a) As specified in CW 3550 and on Drawings.
- (b) Fencing is to be installed with a 0.5 m granular strip between the fence and the turf.
- (c) Plank rails are to be located on the side away from the turf.
- (d) Fence openings shall be full 1.2m wide measured from board ends. Locations are shown on the Drawings.

E18.3 Method of Measurement and Basis of Payment

E18.3.1 Method of Measurement shall be as follows:

- (a) Fencing will be measured on a linear metre basis for:
 - (i) "Supply and Installation of Fencing" on Form B: Prices.

E18.3.2 Basis of Payment

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