



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 556-2024B**

**ST. JAMES CIVIC CENTRE FACILITY EXPANSION**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 St. James Civic Centre Facility Expansion

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, November 5, 2024.

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

### **B3. SITE INVESTIGATION**

B3.1 Further to C3.1, the Contract Administrator or an authorized representative will be available at the Site at 9:30 am on October 2, 2024 to provide Proponents access to the Site.

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

B3.3 The Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Proposal 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 Proponent finds errors, discrepancies or omissions in the proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission 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 Request for Proposal will be provided by the Contract Administrator to all Proponents 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 Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B4.6 The Proponent 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.

B4.7 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 Proponent by the City or acquired by a Proponent 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 Proponent before receipt hereof; or
  - (b) becomes publicly known other than through the Proponent; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal 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 Request for Proposal, 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 Proponent 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 Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal 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 Request for Proposal.
- 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 Proponent 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 Proponent 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 Proponents. The Proponent 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 Proponent 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 Proponent 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 B21.

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. PROPOSAL SUBMISSION**

B8.1 The Proposal shall consist of the following components:

- (a) Form A: Bid/Proposal;
- (b) Form B: Prices.

B8.2 The Proposal should also consist of the following components:

- (a) Project Schedule and Phasing Plan in accordance with B11; and
- (b) Social Procurement Questionnaire, in accordance with B12.

B8.3 Further to B8.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.

B8.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.

B8.6 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).

- B8.6.1 Proposals will **only** be accepted electronically through MERX.
- B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B8.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B9. PROPOSAL**

- B9.1 The Proponent 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 Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;
  - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Proponent 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 Proposal 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 Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, it shall be signed by the Proponent;
  - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Proponent is a corporation, it shall be signed by their duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
  - (d) if the Proponent 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 Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

## **B10. PRICES**

- B10.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Notwithstanding C12.2.3(c), prices on Form B: Prices shall not include the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- 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 Proposals.

B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B11. PROJECT SCHEDULE AND PHASING PLAN**

B11.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B11.2 Proponents should present a carefully considered Phasing Plan, including dates for proposed periods for rooms/areas to be closed to the public. Include sufficient detail on the room/area description, dates that the room/area is proposed to be closed, and any measures to be taken to redirect public or prevent access.

B11.3 Project schedule and phasing plan expectations:

- (a) Construction work shall be scheduled to have minimal impact on programming. Programming and room/area/building access shall be maintained as much as possible.
- (b) Public parking needs to be maintained.
- (c) Public expectation is that programming will be maintained as much as possible.
- (d) If a room/area needs to be closed to the public for a period of time, it is preferred that the period should coincide with the fewest programming period(s) that are needed.

B11.4 City of Winnipeg Programming Periods:

- (a) Further to Specification Section 01 11 00, the facility generally runs programming within the following time periods (the facility is closed for all Manitoba holidays):
  - (i) Period 1: January 2 – March 22
  - (ii) Period 2: March 23 – April 5 (minimal programming, less important programming period)
  - (iii) Period 2: April 6 – June 14
  - (iv) Period 3: June 15 – September Labour Day (minimal programming, less important programming period. Building is closed to public weekends from Canada Day to Labour Day)
  - (v) Period 4: September Labour Day + 1 day – September 27 (minimal programming, less important programming period)
  - (vi) Period 5: September 28 - December 13
  - (vii) Period 5: December 14 – January 1 – (minimal programming, less important programming period)
  - (viii) ARENA: open to public early September to end of March. COW staff need access from mid August to mid April.
- (b) Facility Closure: The Proponent is advised that the City has allowed for a building closure in summer 2025, from approximately June 15 – September Labour Day to facilitate construction activities. The intent is that during this time the entire building would be completely closed to the public.
- (c) Additional Information: The facility is closed for all Manitoba holidays. The Proponent is advised that there may be a 1-3 day variance in the dates provided above, and the City will review the dates with the successful Contractor so that final adjustments can be made to the project schedule.



## **B12. SOCIAL PROCUREMENT QUESTIONNAIRE**

B12.1 The Proponent should fill in the questionnaire in accordance with the instructions in Appendix 4

## **B13. DISCLOSURE**

B13.1 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.

B13.2 The Persons are:

- (a) Gateway Construction & Engineering Ltd.
  - Construction services for previous phase of construction at this site
- (b) Ambassador Mechanical
  - HVAC and Mechanical services for previous phase of construction at this site
- (c) G. Mallin Electric
  - Electrical services for previous phase of construction at this site
- (d) Matula Roofing
  - Roofing services for previous phase of construction at this site
- (e) Johnson Controls
  - Building automation controls, card access and security services for previous phase of construction at this site
- (f) Postma Consulting
  - Cost consulting

## **B14. CONFLICT OF INTEREST AND GOOD FAITH**

B14.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel 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 Proposals or award of the Contract; or
  - (ii) compromise, impair or be incompatible with the effective performance of a Proponent'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 RFP process or the Project; or
  - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

- B14.3** In connection with their Proposal, each entity identified in B14.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
  - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP 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.
- B14.4** Without limiting B14.3, 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 Proponent 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.
- B14.5** Without limiting B14.3, 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 Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their Key Personnel;
  - (b) require the removal or replacement of any Key Personnel 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 Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Proponent if the Proponent, or one of their Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B14.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

## **B15. QUALIFICATION**

- B15.1** The Proponent 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, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; 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.
- B15.2** The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>.

- B15.3 The Proponent 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 B15.5 and D8); and
  - (e) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - .
- B15.4 Further to B15.3(c), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent /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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/>).
- B15.5 Further to B15.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B15.6 The Proponent 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 Proponent and of any proposed Subcontractor.
- B15.7 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.
- B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**
- B16.1 Proposals will not be opened publicly.
- B16.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B16.3 The Proponent is advised that any information contained in any Proposal Submission 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).

B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent 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.

B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

### **B17. IRREVOCABLE OFFER**

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been formed and the contract security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

### **B18. WITHDRAWAL OF OFFERS**

B18.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

### **B19. INTERVIEWS**

B19.1 The Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

### **B20. NEGOTIATIONS**

B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B20.3 If, in the course of negotiations pursuant to B20.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

### **B21. EVALUATION OF PROPOSALS**

B21.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B15: (pass/fail)
- (c) Total Bid Price; 60%
- (d) Project Schedule and Phasing Plan 35%
- (e) Social Procurement Questionnaire 5%

- B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that it is qualified.
- B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B21.5 Further to B21.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D3.6.
- B21.4 Further to B21.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices adjusted, if necessary, as follows:
- (a) if the most advantageous offer submitted by a responsible and qualified Proponent is within the budgetary provision for the Work, no adjustment will be made to the Total Bid Price; or
  - (b) if the most advantageous offer submitted by a responsible and qualified Proponent exceeds the budgetary provision for the Work, the Total Bid Prices of all responsive Proposals submitted by responsible and qualified Proponents will be adjusted by progressively deducting item(s) 19, 20, 21, 22 and 23 in the order listed, until a Total Bid Price within the budgetary provision is achieved.
- B21.4.1 Further to B21.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B21.5 Further to B21.1(d), Project Schedule and Phasing Plan will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B11.
- B21.6 Further to B21.1(e), Social Procurement Questionnaire will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B11.
- B21.7 Notwithstanding B21.1(d) to B21.1(e), where Proponents fail to provide a response to B8.2(a) to B8.2(b), the score of zero may be assigned to the incomplete part of the response.
- B21.8 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B21.9 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

## **B22. AWARD OF CONTRACT**

- B22.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, 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 Proposal 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.

B22.3 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an Award Letter to the successful Proponent in lieu of execution of Contract Documents.

B22.3.1 The Contract Documents as defined in C1.1 in their entirety shall be deemed to be incorporated in and to form a part of the Award Letter notwithstanding that they are not necessarily attached to or accompany said Award Letter.

B22.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents.

B22.5 Following issuance of the Award Letter a document package comprising the Contract Documents will be provided to the successful Proponent electronically.

B22.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents.

B22.7 Following issuance of the award letter a document package comprising the Contract Documents will be provided to the successful Proponent for execution.

B22.8 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.

B22.9 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Construction* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Request for Proposal 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 Proponent electronically and there will be no requirement for execution and return to the City by the Proponent. 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 two facility expansions to the facility: a primary addition to the south, and a small addition to the east (north of the existing hall). The Work shall also consist of an interior renovation to the Hall and its associated washrooms, and reorientation and development of the parking lot area.

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

- (a) The primary single storey fully sprinklered building addition to the south will extend the existing lobby, provide multi-purpose-rooms, a dance studio, a new pool viewing area to view into the existing pool, an open public lounge, and administration area, and community kitchen. The addition will be of steel construction with concrete hollow core floor structure over cast-in-place grade beams and piles. Building addition will be provided with a new crawlspace.
- (b) The small addition to the east replaces an existing staff room with an office and new staff room. The small addition will be of steel construction on a structural concrete slab.
- (c) The project includes an interior renovation to the hall and hall washroom, including the demolition of the raised stage. Gender specific washrooms and existing kitchen will be renovated to become universal washrooms (gender neutral). The hall will receive new flooring and paint refresh, along with connections to a new kitchen and to multipurpose room #3 in the primary addition.
- (d) Existing mechanical and electrical systems are being expanded to service the new additions and renovated areas, including a new rooftop make-up air unit to service the kitchen, and fixtures and equipment to suit the new layout.
- (e) Site work includes slight relocation of an existing natural gas line to accommodate the Work, new lighting to suit the new parking lot layout, new concrete curbs, and new soft landscaping against the building and within parking aisle curbed islands. A landscaped alley will be created to establish a connection between Ness Avenue and the main building entrance.

D3.3 The sustainability goal of the Project is to achieve LEED silver certified.

D3.4 This is a multi-phased project with a fully occupied building during construction. Phasing of the Work is to be coordinated by the Contractor. Prior to the start of work, the Contractor's proposed phasing plan is to be reviewed by the City and the Contract Administrator to coordinate City programming. The Work shall have minimal impact on City programming. Refer to 01 11 00 Summary of Work for City programming periods and more information.

D3.5 The following shall apply to the Work:

- (a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions;  
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>



- (b) Universal Design Policy

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

D3.6 The funds available for this Contract are \$13,500,000.

#### **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 Request for Proposal:

- (a) **“Proponent”** means any Person or Persons submitting a Proposal for Services;
- (b) **“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 LM Architectural Group, represented by:

James Graumann  
Senior Contract Administrator

Telephone No. 204-942-0681

Email Address J.Graumann@lm-esp.ca

D6.2 Before commencement of Work, the Contract Administrator will identify any additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

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

- D7.1 Further to C6, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in their employ.
- D7.2 Before commencement of Work, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D7.2.1 Further to C5, Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

## **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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm> .
- D12.3 Notwithstanding B15.4 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 City shall provide and maintain the following owner-controlled insurance program to remain in place as outlined below. The City reserves the right to add, delete, revise and redefine insurance requirements and deductibles at any time, at its sole discretion, or as necessitated by market conditions and/or extension of the insurance policies placed during the term of the Project:

- (a) Wrap Up Liability insurance in an amount of not less than ten million dollars (\$10,000,000) inclusive per occurrence and then million dollars (\$10,000,000) general aggregate, covering bodily injury, personal injury, property damage and products and completed operations consistent with industry standard insurance policy wordings. Wrap Up liability insurance to also include evidence of cross liability clause and contractual liability clauses.
  - (i) The Contractor shall be responsible for deductibles up to \$50,000 for any one loss.
  - (ii) The insurance will be written jointly to cover the City, Contractors, and Subcontractors as insureds. Provision of this insurance by the City is not intended in any way to relieve the Contractor from his obligations under the terms of the Contract. Specifically, losses relating to deductibles for insurance, as well as losses in excess of limits of coverage and any risk of loss that is not covered under the terms of the insurance provided by the City remains with the Contractor.
  - (iii) Wrap up liability insurance shall be maintained from the date of the commencement of the Work and until the date of Total Performance of the work and shall include and additional 24 months completed operations endorsement which will take effect after the date of Total Performance.
- (b) All risks course of construction insurance including equipment breakdown and testing and commissioning in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and the City, at all times during the performance of the Work and until the date of Substantial Performance and the completion of all testing and commissioning. The Contractor shall be responsible for minimum deductibles of \$100,000 for all losses except for flood and water damage losses and testing and commissioning subject to a deductible of \$150,000

D13.1.1 The Contractor shall provide and maintain the following insurance coverage at all times during the performance of the Work and throughout the warranty period:

- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability clause, unlicensed equipment liability, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) 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 \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) All risks property insurance for all equipment, tools, field offices and portable toilets that may be owned, rented, leased or borrowed.

D13.2 The Contractor shall provide and maintain the following insurance coverage at all times during the performance of the Work and throughout the warranty period:

- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability clause, unlicensed equipment liability, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) 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 \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

- (c) All risks property insurance for all equipment, tools, field offices and portable toilets that may be owned, rented, leased or borrowed.
- D13.3 The Contractor shall provide the City with any information reasonable required by the City, from time to time, to enable the insurance specified in D13.1 to be appropriately underwritten by competent insurers.
- D13.4 Deductibles shall be borne by the Contractor.
- D13.5 All policies shall be taken out with insurers licensed in the Province of Manitoba.
- D13.6 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 on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.
- D13.7 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D13.3 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

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

- D14.1 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.
- 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 D14.1.1(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.
- D14.1.4 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.
- D14.2 The Contractor shall provide the Contract Administrator identified in D6 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.
- D14.3 Where the contract security is provided in accordance with D14.1(a) and D14.1(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 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. DETAILED PRICES**

- D15.1 The Contractor shall provide the Contract Administrator with a detailed price breakdown (Form I: Detailed Prices) 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, as applicable.
- D15.2 The Contractor shall state a price for each item or sub-item of the Work identified on Form I: Detailed Prices. The detailed prices must be consistent with the price(s) provided in the Contractor's Proposal.

## **D16. SUBCONTRACTOR LIST**

- D16.1 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.

## **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.
- D17.2 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; and
  - (c) a daily manpower schedule for the Work
- all acceptable to the Contract Administrator.
- D17.3 Further to D17.2(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.

- D17.4 Further to D17.2(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.
- D17.5 Further to D17.2(c), the daily manpower schedule shall list the daily number of individuals on the Site for each trade.

## **SCHEDULE OF WORK**

### **D18. COMMENCEMENT**

- D18.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.
- D18.2 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 detailed prices specified in D15;
    - (vii) the Subcontractor list specified in D16;
    - (viii) the detailed work schedule specified in D17; and
    - (ix) the direct deposit application form specified in D32
  - (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.
- D18.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Award Letter or Purchase Order, as applicable.
- D18.4 The City intends to award this Contract by February 29, 2025
- D18.4.1 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.

### **D19. WORK BY OTHERS**

- D19.1 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.
- D19.2 Work by others on or near the Site will include but not necessarily be limited to:
- (a) Pool tank maintenance;
  - (b) Interior painting and minor building maintenance;
  - (c) Arena maintenance occurs during summer periods;
  - (d) Demising wall work in the Arena crawlspace, where it connects to the Pool crawlspace;
  - (e) Regrading/cleaning/remediation of the NE corner of the Site;
  - (f) Concrete exit slabs at North Arena doors.

D19.3 Further to D19.1 the Contractor shall cooperate and coordinate all activities with all parties performing required Work by Others identified in D19.1 and accommodate the necessary area on Site required for the Work by Others to complete the Work

## **D20. SUBSTANTIAL PERFORMANCE**

D20.1 The Contractor shall achieve Substantial Performance by October 31, 2026.

D20.2 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.

D20.3 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.

## **D21. TOTAL PERFORMANCE**

D21.1 The Contractor shall achieve Total Performance by December 11, 2026.

D21.2 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.

D21.3 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.

## **D22. LIQUIDATED DAMAGES**

D22.1 If the Contractor fails to achieve Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Calendar Day for each and every Calendar Day following the days fixed herein for same during which such failure continues:

- (a) Substantial Performance – One Thousand dollars (\$1,000);
- (b) Total Performance – Five Hundred dollars (\$500).

D22.2 The amounts specified for liquidated damages in D22.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance or Total Performance by the days fixed herein for same.

D22.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **D23. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

D23.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.

D23.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.



- D23.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D23.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D23.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D23.5 The Work schedule, including the durations identified in D19 to D21 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.
- D23.6 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.
- D23.7 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.

#### **D24. SCHEDULED MAINTENANCE**

- D24.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Maintain tree, shrub and groundcover planting, as specified in Specification Section 32 93 10;
  - (b) Maintain temporary road, sidewalk, ramps during the period of Work, as specified in Specification Section 01 50 00 Temporary Facilities and Controls;
  - (c) Snow removal on the Site, including complete parking lot during the period of Work, as specified in Specification Section 01 50 00 Temporary Facilities and Controls
- D24.2 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**

##### **D25. JOB MEETINGS**

- D25.1 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.
- D25.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

**D26. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D26.1 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).

**D27. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D27.1 Further to B15.4, 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 B15.4.

**D28. SAFETY**

D28.1 Further to C6, the Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D28.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D28.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of their performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated.

**D29. SITE CLEANING**

D29.1 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.

D29.1.1 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.

D29.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

**D30. INSPECTION**

D30.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.

D30.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

### **D31. DEFICIENCIES**

D31.1 Further to C11, the Contract Administrator may order the Contractor to alter or improve their methods, to increase or improve their Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:

- (a) the Work is not being, or will likely not be, performed satisfactorily; or
- (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

D31.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C19.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.

D31.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.

D31.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D31.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

### **MEASUREMENT AND PAYMENT**

#### **D32. PAYMENT**

D32.1 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).

D32.2 Payment for Cash Allowances will be as set out in E6.

### **WARRANTY**

#### **D33. WARRANTY**

D33.1 Notwithstanding C13.2, the warranty period shall begin on the date of Substantial Performance and shall expire one (1) year thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D33.2 Notwithstanding C13.2 or D33.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Substantial Performance if:

- (a) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D33.2.1 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.

## **DISPUTE RESOLUTION**

### **D34. DISPUTE RESOLUTION**

D34.1 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 D34.

D34.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D34.1 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Purchasing Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.

D34.2 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.

D34.3 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.

D34.4 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D34.5 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.

D34.6 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 D34.5, 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

### D35. INDEMNITY

D35.1 Indemnity shall be as stated in C17.

D35.2 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.

D35.3 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

### D36. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D36.1 Funding for the Services is being provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada and accordingly, as required by the applicable funding agreements, the following terms and conditions shall apply.

D36.2 For the purposes of D36:

- (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.

D36.3 Indemnification By Consultant

D36.3.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant 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 Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, 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.

- D36.3.2 The Consultant 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.

#### D36.4 Records Retention and Audits

- D36.4.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services 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.
- D36.4.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant 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 D36.4.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

#### D36.5 Other Obligations

- D36.5.1 The Consultant 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.
- D36.5.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant 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.
- D36.5.3 The Consultant 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 Services.
- D36.5.4 The Consultant shall properly account for the Services 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.
- D36.5.5 The Consultant 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.

D36.5.6 The Consultant 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 Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Services.

**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

RFP NO. 556-2024B

St. James Civic Centre Facility Expansion

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 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

BID OPPORTUNITY NO. 556-2024B

St. James Civic Centre Facility Expansion

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 D14)**

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

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

RE: CONTRACT SECURITY – RFP NO. 556-2024B

St. James Civic Centre Facility Expansion

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)

**FORM I: DETAILED PRICES**  
(See D15)

**ST. JAMES CIVIC CENTRE FACILITY EXPANSION**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
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28.						
29.						
30.						

**FORM I: DETAILED PRICES**  
(See D15)

**ST. JAMES CIVIC CENTRE FACILITY EXPANSION**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
31.						
32.						
33.						
34.						
35.						
36.						
37.						
38.						
39.						
40.						
41.						
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## 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.

*The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at:  
<http://www.winnipeg.ca/matmgt/Spec/Default.stm>.

The version in effect three (3) Business Days before the Submission Deadline shall apply.

Further to C2.4(d), Specifications included in the Request for Proposal shall govern over *The City of Winnipeg Standard Construction Specifications*.

E1.3 Proponents 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>
00 01 10	Table of Contents
00 01 15	List of Drawing Sheets
00 31 00	Available Project Information

### NMS SPECIFICATIONS

#### DIVISION 01

#### GENERAL REQUIREMENTS

01 11 00	Summary of Work
01 21 00	Allowances
01 31 00	Project Management and Co-ordination
01 33 00	Submittal Procedures
01 33 29	General LEED Requirements
	Schedule S1 – Material Information Data Sheet
01 45 00	Quality Control
01 50 00	Temporary Facilities and Controls
01 57 13	Temporary Erosion and Sedimentation Control
	Schedule E1 – Erosion and Sedimentation Control Inspection Log
01 61 00	Common Product Requirements
01 64 00	City Furnished Products
01 74 00	Cleaning
01 74 19	Construction and Demolition Waste Management
01 78 00	Closeout Submittals
01 79 00	Demonstration and Training
01 81 19	Indoor Air Quality Requirements
01 91 13	General Commissioning Requirements

**DIVISION 02 –**

02 41 19

02 81 00

02 82 00.01

02 83 11

02 84 00

**EXISTING CONDITIONS**

Selective Demolition

Hazardous Materials – General Provisions

Asbestos Abatement – Type 1 Precautions

Lead Abatement – Type 2 Moderate Risk Precautions

Non-Liquid Polychlorinated Biphenyl Abatement

**DIVISION 03 –**

03 35 11

03 48 00

**CONCRETE**

Concrete Floor Finishes

Precast Concrete Specialties

**DIVISION 04 –**

04 20 00

**MASONRY**

Unit Masonry

**DIVISION 05 –**

05 40 00

05 50 00

05 51 00

05 75 00

**METALS**

Cold-Formed Metal Framing

Metal Fabrications

Metal Stairs

Decorative Formed metal

**DIVISION 06 –**

06 10 00

06 40 00

**WOOD, PLASTICS, AND COMPOSITES**

Rough Carpentry

Architectural Woodwork

**DIVISION 07 –**

07 05 43

07 05 53

07 08 00

07 13 00

07 16 16

07 21 00

07 21 19

07 25 00

07 26 16

07 42 13

07 42 33

07 51 00

07 52 00

07 62 00

07 64 13

07 84 00

07 92 00

07 95 13

**THERMAL AND MOISTURE PROTECTION**

Cladding Support Systems

Fire and Smoke Assembly Identification

Commissioning of Thermal and Moisture Protection Systems

Sheet Waterproofing

Crystalline Waterproofing

Thermal Insulation

Foamed-In-Place Insulation

Weather Barriers

Below-Grade Vapour Retarders

Metal Wall Panels

Solid Phenolic Wall Panels

Built-Up Bituminous Roofing

Modified Bituminous Membrane Roofing

Sheet Metal Flashing and Trim

Standing Seam Sheet Metal Wall Cladding

Firestopping

Joint Sealants

Expansion Joint Cover Assemblies

**DIVISION 08 –**

08 06 10	Door Schedule
08 08 00	Commissioning of Openings
08 11 13	Hollow Metal Doors and Frames
08 11 74	Sliding Metal Grilles
08 14 16	Flush Wood Doors
08 31 00	Access Doors and Panels
08 33 13	Coiling Counter Doors
08 42 29	Automatic Entrances
08 43 13	Aluminum-Framed Storefronts
08 44 13	Glazed Aluminum Curtain Walls
08 44 35	Fire-Resistive Framed Glazing Assemblies
08 51 13	Aluminum Windows
08 71 00	Door Hardware
08 71 01	Door Hardware Sets
08 71 13	Automatic Door Operators
08 80 00	Glazing
08 83 00	Mirrors

**OPENINGS**

**DIVISION 09 –**

09 05 61	Common Work Results for Flooring Preparation
09 06 00	Room Finish Schedule
09 21 16	Gypsum Board Assemblies
09 22 16	Non-Structural Metal Framing
09 24 00	Cement Plastering
09 30 00	Tiling
09 51 00	Acoustical Ceilings
09 65 00	Resilient Flooring
09 65 66	Resilient Athletic Flooring
09 66 23	Resinous Matrix Terrazzo Flooring
09 68 13	Tile Carpeting
09 81 29	Sprayed Acoustic Insulation
09 84 30	Sound-Absorbing Wall and Ceiling Units
09 91 00	Painting

**FINISHES**

**DIVISION 10 –**

10 14 00	Signage
10 21 13.17	Phenolic Toilet Compartments
10 22 39	Folding Panel Partitions
10 26 00	Wall and Door Protection
10 28 00	Toilet, Bath, And Laundry Accessories
10 44 00	Fire Protection Specialties
10 51 13	Metal lockers

**SPECIALTIES**

**DIVISION 11 –**

**EQUIPMENT**

11 06 00 Equipment Schedule  
11 66 23 Gymnasium Equipment

**DIVISION 12 –**

**FURNISHINGS**

12 24 00 Window Shades  
12 48 13 Entrance Floor Mats and Frames

**DIVISION 21 –**

**FIRE SUPPRESSION**

21 05 00 Common Work for Mechanical  
21 11 00 Fire Protection Piping  
21 13 00 Sprinklers  
21 14 50 Fire Extinguishers

**DIVISION 22 –**

**PLUMBING**

22 05 81 Disinfection of Water Piping  
22 10 00 Plumbing Piping  
22 42 01 Plumbing Specialties  
22 42 02 Plumbing Fixtures  
22 47 00 Plumbing Equipment

**DIVISION 23 –**

**HEATING, VENTILATING AND AIR CONDITIONING (HVAC)**

23 05 16 Piping Expansion Compensation  
23 05 19 Gauges and Meters  
23 05 20 Hydronic Specialties  
23 05 29 Supports and Anchors  
23 05 48 Vibration Isolation  
23 05 53 Mechanical Identification  
23 05 93 Testing Adjusting and Balancing  
23 07 13 Duct Insulation  
23 07 16 Equipment Insulation  
23 07 19 Piping Insulation  
23 21 00 Hydronic Piping  
23 21 23 HVAC Pumps  
23 25 00 Chemical Treatment for Closed Systems  
23 31 00 Duct Work  
23 32 48 Sound Attenuators  
23 33 00 Duct Work Accessories  
23 34 16 Centrifugal Fans  
23 37 00 Air Outlets and Inlets  
23 55 10 Indirect Fired Air Units  
23 82 00 Terminal Heat Transfer Units  
23 82 16 Air Coils

**DIVISION 25 –**

**INTEGRATED AUTOMATION**

25 50 00 Instruments and Controls

25 90 00 Sequence of Operation

**DIVISION 26 –**

**ELECTRICAL**

26 05 00 Common Work Results for Electrical  
26 05 05 Selective Demolition for Electrical  
26 05 19 Building Wire and Cable  
26 05 26 Grounding and Bonding  
26 05 29 Electrical Supporting Devices  
26 05 33 Conduit  
26 05 34 Boxes  
26 05 53 Electrical Identification  
26 05 80 Equipment Wiring  
26 12 16 Transformer – Dry Type  
26 24 16 Panelboards  
26 26 53 Electric Vehicle Supply Equipment  
26 27 16 Cabinets and Enclosures  
26 27 26 Wiring Devices  
26 51 13 Interior Luminaires  
26 52 13 Emergency Lighting  
26 56 29 Site Lighting  
26 83 33 Electric Space Heating Units

**DIVISION 27 –**

**COMMUNICATIONS**

27 05 26 Grounding and Bonding for Communications Systems  
27 05 28 Pathways for Communications Systems  
27 10 05 Structured Cabling for Communication Systems  
27 51 23 Public Address and Mass Notification  
27 51 26 Assistive Listening Systems

**DIVISION 28 –**

**ELECTRONIC SAFETY AND SECURITY**

28 10 00 Access Control  
28 16 00 Intrusion Detection  
28 46 00 Fire Alarm

**DIVISION 31 –**

**EARTHWORK**

31 01 90 Tree Protection  
31 22 13 Rough Grading  
31 23 33.01 Excavation, Trenching and Backfilling  
31 32 19.01 Geotextiles

**DIVISION 32 –**

**EXTERIOR IMPROVEMENT**

32 11 23 Aggregate Base Courses  
32 12 16 Asphalt Paving  
32 14 13 Precast Unit Pavers  
32 15 51 Riprap and Boulders

32 16 15	Concrete Walks, Curbs and Gutters
32 17 23	Pavement Marking
32 37 00	Exterior Site Furnishings
32 37 01	Exterior Site Traffic Signage
32 91 19	Topsoil and Finish Grading
32 92 23	Sodding
32 93 10	Tree, Shrub and Groundcover Planting
32 93 11	Landscape Maintenance

**DIVISION 33 –**

**UTILITIES**

33 05 13	Manholes and Catch Basin Structures
33 31 13	Public Sanitary Utility Sewerage Piping
33 41 00	Storm Utility Drainage Piping
33 46 00	Subdrainage

**APPENDICES**

Appendix 1A	New Additions and Building Geotechnical Investigation
Appendix 1B	New Additions and Building Addendum No. 1 – Seismic Site Class
Appendix 2A	Hazardous Building Materials Assessment – Revision #2
Appendix 2B	Hazardous Building Materials Assessment – Pre-construction
Appendix 3:	Phase 1 Environmental Site Assessment

Drawing No.

Drawing Name/Title

COVER SHEET  
TOPOGRAPHIC SURVEY

**CIVIL**

C1.0	SITE GRADING PLAN
C2.0	SITE SERVICING PLAN

**LANDSCAPE**

L1.1	EXISTING CONDITIONS & SITE DEMOLITION PLAN
L1.2	MATERIALS PLAN
L1.3	LAYOUT PLAN
L1.4	PLANTING PLAN
L1.5	SIGNAGE LAYOUT PLAN
L2.1	HARDSCAPE DETAILS
L2.2	SITE FURNITURE DETAILS
L2.3	SIGNAGE FLAGPOLE DETAILS
L2.4	SOFT LANDSCAPE DETAILS

**ARCHITECTURAL**

A0.1	MAIN FLOOR KEY PLAN
A0.2	LIFE SAFETY PLAN AND BUILDING CODE ANALYSIS
A1.0	CRAWLSPACE DEMOLITION PLAN
A1.1	MAIN FLOOR DEMOLITION PLAN
A1.2	MAIN FLOOR REFLECTED CEILING DEMOLITION PLAN
A1.3	ROOF DEMOLITION PLAN
A2.0	CRAWLSPACE CONSTRUCTION PLAN
A2.1	MAIN FLOOR CONSTRUCTION PLAN



A2.2	ROOF CONSTRUCTION PLAN
A3.1	CRAWLSPACE REFLECTED CEILING PLAN
A3.2	MAIN FLOOR REFLECTED CEILING PLAN
A3.3	CEILING DETAILS
A4.1	EXTERIOR ELEVATIONS
A4.2	BUILDING SECTIONS
A4.3	BUILDING SECTIONS & FRAME TYPES
A4.4	INTERIOR DOOR & FRAME STYLES
A5.1	WALL SECTIONS
A5.2	WALL SECTIONS
A5.3	WALL SECTIONS
A5.4	WALL SECTIONS
A5.5	WALL SECTIONS
A5.6	PLAN DETAILS
A5.7	PLAN DETAILS
A5.8	PLAN DETAILS
A5.9	CRAWLSPACE DETAILS
A5.10	ROOF DETAILS
A7.1	ENLARGED FLOOR PLANS & INTERIOR ELEVATIONS – WASHROOMS
A7.2	ENLARGED FLOOR PLANS & INTERIOR ELEVATIONS – KITCHEN
A7.3	ENLARGED FLOOR PLANS & INTERIOR ELEVATIONS – ADMINISTRATION
A8.1	INTERIOR ELEVATIONS
A8.2	INTERIOR ELEVATIONS
A8.3	INTERIOR ELEVATIONS
A8.4	INTERIOR ELEVATIONS
A8.5	MILLWORK DETAILS
A8.6	MILLWORK DETAILS
A8.7	DETAILS
A8.8	BENCH DETAILS
A8.9	MILLWORK ELEVATIONS & DETAILS – CONCIERGE DESK
A8.10	MILLWORK ELEVATIONS & DETAILS – ADMINISTRATION
A8.11	ACOUSTIC WALL PATTERN & DETAILS
A9.1	MAIN FLOOR FNISH PATTERN
<b>STRUCTURAL</b>	
S1.1	GENERAL NOTES
S1.2	SCHEDULES & TYPICAL DETAILS
S1.3	TYPICAL DETAILS
S2.1	FOUNDATION PLAN
S2.2	MAIN FLOOR FRAMING PLAN
S2.3	ROOF FRAMING PLAN
S2.4	STEEL FRAMING ELEVATIONS
S2.5	STEEL FRAMING ELEVATIONS
S3.1	PLAN DETAILS
S3.2	MAIN FLOOR SECTIONS
S3.3	MAIN FLOOR SECTIONS
S4.1	ROOF SECTIONS

S4.2

ROOF SECTIONS

**MECHANICAL**

M0.1

MECHANICAL SYMBOLS

M1.1

ROOF PLAN

ME2.1

MAIN FLOOR CEILING PLAN – MECH/ELEC  
COORDINATION

MF1.1

EXISTING MAIN FLOOR – FIRE PROTECTION  
DEMOLITION PLAN

MF2.0

CRAWLSPACE – FIRE PROTECTION PLAN

MF2.1

MAIN FLOOR – FIRE PROTECTION PLAN

MF4.1

DETAILS – FIRE PROTECTION PLAN

MH1.0

EXISTING CRAWLSPACE – HVAC DEMOLITION PLAN

MH1.1

EXISTING MAIN FLOOR – HVAC DEMOLITION PLAN

MH2.0

CRAWLSPACE – HVAC PLAN

MH2.1

MAIN FLOOR – HVAC PLAN

MH2.2

SECOND FLOOR – HVAC PLAN

MH4.1

DETAILS – HVAC

MH4.2

DETAILS – HVAC

MH4.3

DETAILS – HVAC

MH4.4

DETAILS – HVAC

MP1.1

EXISTING MAIN FLOOR – PLUMBING DEMOLITION PLAN

MP2.0

CRAWLSPACE – PLUMBING PLAN

MP2.1

MAIN FLOOR – PLUMBING PLAN

MP4.1

DETAILS – PLUMBING

MP4.2

DETAILS – PLUMBING

MY1.1

EXISTING MAIN FLOOR – HYDRONIC DEMOLITION PLAN

MY2.0

CRAWLSPACE – HYDRONIC PLAN

MY2.1

MAIN FLOOR – HYDRONIC PLAN

MY2.2

SECOND FLOOR – HYDRONIC PLAN

MY4.1

DETAILS – HYDRONIC

M5.1

MECHANICAL SCHEMATICS

M5.2

CONTROLS SCHEMATICS

M7.1

MECHANICAL SCHEDULES

**ELECTRICAL**

E0.1

ELECTRICAL SYMBOLS & ABBREVIATIONS

E1.1

ELECTRICAL SITE PLAN

ED2.1

MAIN FLOOR – DEMOLITION PLAN

EL2.0

CRAWLSPACE – LIGHTING PLAN

EL2.1

MAIN FLOOR – LIGHTING PLAN

EP2.0

CRAWLSPACE – POWER & SYSTEMS PLAN

EP2.1

MAIN FLOOR – POWER & SYSTEMS PLAN

EP2.2

ROOF – POWER PLAN

E4.1

ELECTRICAL DETAILS

E4.2

ELECTRICAL DETAILS

E5.1

ELECTRICAL DISTRIBUTION DIAGRAM

E5.2

FIRE ALARM RISER DIAGRAM

E6.1

ELECTRICAL SCHEDULES

E6.2  
E6.3

ELECTRICAL SCHEDULES  
ELECTRICAL SCHEDULES

## **E2. SOILS INVESTIGATION REPORT**

E2.1 Further to C3.1, refer to Specification Appendices for geotechnical information.

## **E3. HAZARDOUS MATERIALS**

E3.1 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.

E3.2 Refer to Specification Appendices for Hazardous Materials Report and Abatement Specifications.

## **GENERAL REQUIREMENTS**

### **E4. OFFICE FACILITIES**

E4.1 The Contractor shall supply office facilities meeting the following requirements of Specification Section 01 50 00 Temporary Facilities and Controls.

### **E5. CASH ALLOWANCE FOR ADDITIONAL WORK**

E5.1 Additional Work may be necessitated due to unforeseen circumstances that may arise during the course of the project due to:

(a) Additions to the scope of Work by the Contract Administrator, beyond that defined herein.

E5.2 Cash allowances have been included on Form B: Prices:

(a) Ground Seepage Testing

(b) Concrete Testing

(c) Concrete Base Compaction and Concrete Pavement Testing

(d) Asphalt Base Compaction Testing

(e) Asphalt Pavement Testing

(f) Structural Steel Inspections

(g) Pile/Soil Testing and Inspections

(h) Roof Inspections

(i) Window Testing

(i) To include smoke, pressure, water

(j) Exterior Building Signage

(i) "SJCC – St. James Civic Centre" sign on building at front entry

(k) Exterior Site Pylon Sign

(i) Structural pile, pylon sign

(l) Exterior Site Signage

(m) Concrete Testing for Flooring Preparation

- (n) Hazardous Materials Abatement
- (o) Relocation of Natural Gas Line
- (p) Installation of 2<sup>nd</sup> Floor Mop Sink
- (q)

- E5.3 The City reserves the right to delete any or all of the Cash Allowance from the Contract if the Work intended to be covered by the Cash Allowance is not required, or if the Works intended are found to be more extensive than the provisional Cash Allowance.
- E5.4 Cost of additional work shall be evaluated by the methods outlined in C7.4, and a Change Order prepared by the Contract Administrator. Cost of the Change Order will be paid on the Progress Estimate and deducted from the Cash Allowance. If the valuation of the authorized work exceeds the Value of the Cash Allowance, the Contract Value will be adjusted by the shortfall.
- E5.5 Additional services and/or Work will not be initiated for:
- (a) Reasons of lack of performance or errors in execution.
  - (b) Scheduling changes initiated by the City, where at least 24 hours' notice is given prior to the Contractors schedule time to be on Site.
- E5.6 Should it be determined that additional material or services are required, the Contract Administrator shall approve the Work, prior to commencement of the additional Work.
- E5.7 Material Mark-Up Factors in accordance with C7:
- (a) The base cost is to be the wholesale cost of the material, regardless of the Contractor or Subcontractor supplying the material.
  - (b) In general, the party (Contractor or Subcontractor) supplying the material is the party that purchases the material from a supplier who does not perform any work on Site, unless otherwise determined by the Contract Administrator.
  - (c) Where the Contractor is supplying the material, the mark-up on the material is limited to fifteen percent (15%).
  - (d) Where the Contractor's immediate Subcontractor is supplying the material the total mark-up on the material including all Subcontractors and the Contractor is limited to twenty-five percent (25%)
    - (i) The Subcontractor's mark-up on the material is limited to fifteen percent (15%);
    - (ii) The Contractor's mark-up on the material is limited to ten percent (10%).
  - (e) A Third-Level Subcontractor is a Subcontractor of a Subcontractor of the Contractor.
    - (i) No Third-Level Subcontractors on this project are approved for additional mark-up.
- E5.8 In the event that a Third-Level Subcontractor is utilized, that is not approved for additional mark-up, the Contractor is responsible for coordinating the split of the maximum approved mark-up between the Contractor and Subcontractors.

## **E6. 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 E6(c) and E6(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.
- E6.2 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.
- E7. DEDUCT PRICING ON FORM B:PRICES**
- E7.1 Provide separate pricing for the deduction of the following scopes of work:
- E7.2 **Acoustic Wall at Lounge:** Acoustic Wall Panel feature wall located on North wall of Lobby-2 Room 1:11 and Partial East wall of Lobby 1:02 at the Concierge Desk as shown in interior elevation 4/A8.1 and 1/A8.3. Scope includes associated AWP-1 panels, plastic laminate panels, associated trims, as shown in enlarged elevations 1/A8.11, 2/A8.11, 3/A8.11, 4/A8.11, 5/A8.11, and layer of fire-rated plywood sheet in associated wall assembly acting as blocking. Refer to associated Specifications Section 06 40 00 Architectural Woodwork and Section 09 84 30 Sound-Absorbing Wall and Ceiling Units describing materials shown in these details.
- E7.3 **Lobby Benches with minor Electrical Work:** Custom architectural woodwork benches in X Lobby 1:02.1 as indicated with keynote 2.02 on A2.1 Main Floor Construction Plan. Refer to Interior Elevation 6/A8.1 and detail drawing 1 through 5 on A8.8 Wood Benches. Scope of work includes the stainless steel supports, and USB charging power outlets shown near these benches in X Lobby, on drawing sheet EP2.1 Main Floor – Power and Systems Plan.
- E7.4 **Lobby Display TV with minor Electrical Work:** The construction details associated with the recessed lobby display TV indicated in keynote 2.41 on drawing sheet A2.1 Main Floor Construction Plan. Refer to Interior Elevation 6/A8.1 and Detail 13/A8.6. Contract delete includes the recessed wall construction, polycarbonate panel with standoffs, and associated power and data located in the recessed section of wall, and blocking.
- E7.5 **South and East Window Frit:** Change IGU unit from IGU-2 to IGU-1 (to be with no ceramic frit), for the following window units on the South and East facades of the building additions: W1, W2, W3, W4, W5, W7, W9, W10, W11, W12, W13, W14, W15, W16, W17. Refer to Exterior Building Elevations 1/A4.1 South Elevation, 3/A4.1 East Elevation, 6/A4.1 North/East Addition – East, and Specification Section 08 80 00 Glazing.
- E7.6 **Hall Millwork with minor Mechanical Work:** Architectural woodwork shown along West wall of Hall 1:29 on A2.1 Main Floor Construction Plan and Interior Elevation 12 on drawing sheet A8.3. Scope

includes the coat closets and boot rack shelving on high base, along with the closer panel to underside of bulkhead, and minor mechanical work associated with the extension of air diffusers in the millwork base. Refer to keynote 12 on Mechanical drawing Sheet MH2.1 Main Floor – HVAC Plan.

## 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;

shall be required to obtain a Police Information Check from the police service having jurisdiction at their place of residence. This can be obtained from one of the following:

- (a) police service at their place of residence; or
- (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/>; or
- (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
- (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>

F1.2 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service:  
<http://winnipeg.ca/police/pr/PIC.stm>

F1.3 The Police Information Check shall include a Vulnerable Sector Screening. Note that The Vulnerable Sector screening can ONLY be obtained from the police service having jurisdiction at their place of residence. BackCheck, Core of Commissionaires and FASTCHECK do not perform Vulnerable Sector searches.

- (a) Vulnerable Sector Screening can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm>. Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;

F1.4 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 validated Police Information Check (Form P-612) to the Contract Administrator.

F1.5 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.

F1.6 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.

F1.7 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.

F1.8 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.