



**THE CITY OF WINNIPEG**

**TENDER**

**TENDER NO. 63-2025B**

**CONSTRUCTION OF NEW SOUTH WINNIPEG RECREATION CAMPUS PHASE 1**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 Construction of New South Winnipeg Recreation Campus Phase 1

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 22, 2026.

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

### **B3. SITE INVESTIGATION**

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

B3.2 The Bidder is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Bid or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

### **B4. ENQUIRIES**

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

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

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

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

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

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

### **B5. CONFIDENTIALITY**

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **B6. ADDENDA**

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).

B6.4 The Bidder is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D3.

## **B7. SUBSTITUTES**

B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.

B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base their Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B18.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B8. BID COMPONENTS**

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
  - (b) Form B: Prices;
  - (c) Form G1: Bid Bond and Agreement to Bond.
- B8.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.3 The Bid shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B8.3.1 Bids will **only** be accepted electronically through MERX.
- B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B18.1(a).

## **B9. BID**

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, their name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by their duly authorized officer or officers;
  - (d) if the Bidder is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B10. PRICES**

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in C24. Any such costs shall be determined in accordance with C24.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B10.5.1 Bidders are advised that the calculation indicated in B18.5 will prevail over the Total Bid Price entered in MERX.

## **B11. DISCLOSURE**

- B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B11.2 The Persons are:
- (a) Diamond Schmitt Architects (DSA|)
    - (i) Architect; Prime Consultants
  - (b) Brook McIlroy Inc.
    - (i) Architect, Landscape Architect

- (c) JR Cousins Consultants
  - (i) Civil Engineer
- (d) Entuitive Consulting Engineers
  - (i) Structural Engineer
- (e) Smith + Andersen
  - (i) Mechanical & Electrical Engineer
- (f) Footprint
  - (i) Sustainability & Energy Modelling Consultant
- (g) LMDG Building Code Consultants
  - (i) Building Code Consultant
- (h) Aercoustics
  - (i) Acoustic Engineer
- (i) Design for All
  - (i) Accessibility Consultant
- (j) RDH Building Science
  - (i) Building Enclosure Consultant
- (k) KGS Group
  - (i) Geotechnical Consultant
- (l) Tillicum Agencies
  - (i) Door Hardware Consultant
- (m) Brian Ballantyne Specifications
  - (i) Specification Writer
- (n) Crosier Kilgour & Partners
  - (i) Commissioning Agent
- (o) MORR Transportation Consulting
  - (i) Transportation Consultant
- (p) Hanscomb Ltd
  - (i) Quantity Surveyor
- (q) Stevens Surveys
  - (i) Land Surveyor
- (r) Bird Construction
  - (i) Pre-construction services

**B11.3 Additional Material:**

- (a) Refer to Public Engagement website:  
<https://engage.winnipeg.ca/south-winnipeg-recreation-campus>

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

**B12.1** Further to C3.3, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

**B12.2** Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;
- (b) relationships;

- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
  - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the Tender process or the Work; or
  - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B12.3 In connection with their Bid, each entity identified in B12.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B12.4 Without limiting B12.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of their employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

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

### **B13. QUALIFICATION**

- B13.1 Only Bidders that have been qualified under RFQ 63-2025A are eligible to bid on this project. Qualified Bidders in alphabetical order are:
- (a) Bird Construction Group
  - (b) Bockstael Construction Ltd.
  - (c) PCL Constructors Canada Inc.
  - (d) Penn-co Construction Canada (2003) Ltd.
- B13.2 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
  - (b) be financially capable of carrying out the terms of the Contract; and
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B13.3 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B13.4 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba); and
  - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.6 and C6.19).
- B13.5 Further to B13.4(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
    - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
    - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
  - (b) a report or letter to that effect from an independent reviewer acceptable to the City. A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>.

- B13.6 Further to B13.4(d), the Bidder acknowledges that they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilitymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B13.7 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B13.8 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

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

- B14.1 The Bidder shall include in their Bid Submission bid security in the form of a digital bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in Form G1: Bid Bond and Agreement to Bond, available at: <https://www.winnipeg.ca/media/4929/>
- B14.2 Bid security shall be submitted in a digital format meeting the following criteria:
- (a) The version submitted by the Bidder must have valid digital signatures and seals;
  - (b) The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
  - (c) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
  - (d) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
  - (e) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B14.2(b).
- B14.3 Bonds failing the verification process will not be considered to be valid and the bid shall be determined to be non-responsive in accordance with B18.1(a).
- B14.4 Bonds passing the verification process will be treated as original and authentic.
- B14.4.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B14.5 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly formed with the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B14.6 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Tender.

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

- B15.1 Bids will not be opened publicly.
- B15.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at [www.merx.com](http://www.merx.com).

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

## **B16. IRREVOCABLE BID**

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

## **B17. WITHDRAWAL OF BIDS**

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

## **B18. EVALUATION OF BIDS**

- B18.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B7.
- B18.2 Further to B18.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B18.3 Further to B18.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.
- B18.4 Further to B18.1(c) the Award Authority may reject a Bid as being non-responsive if it exceeds the funds available as shown in D2.4.
- B18.5 Further to B18.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B18.5.1 Further to B18.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B18.5.2 Bidders are advised that the calculation indicated in B18.5 will prevail over the Total Bid Price entered in MERX.

B18.6 The Contract Administrator may request the low bidder's Schedule of Values prior to award.

**B19. AWARD OF CONTRACT**

B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.

B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:

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

B19.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.

B19.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2025 11 01) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “C” designates a section, clause or subclause in the *General Conditions for Construction*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of a new 5,500m<sup>2</sup> Recreation Centre and 1,850m<sup>2</sup> Child Care Centre designed to be energy efficient and net-zero carbon ready. The Recreation Centre will be a steel-framed structure that includes three (3) gymnasiums with mezzanine, walking/running track and fitness areas, several multi-purpose spaces of various sizes, change rooms, washrooms, lobby/common space, tenant lease space, parking and related site development. The Child Care Centre will be a wood-framed structure that includes infant and preschool play rooms, admin offices, kitchen, staff room and operational and maintenance support spaces.

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

- (a) Foundation & Crawlspace
- (b) Superstructure:
  - (i) Rec Centre: Steel Framing
  - (ii) Child Care Centre: Wood Framing
- (c) Building Envelope
- (d) Interior Partitions and Finishes
- (e) Mechanical Systems
- (f) Electrical Systems
- (g) Site Works including Grading, Drainage, Utilities, Services and Hard and Soft Landscaping

D2.3 The following shall apply to the Services:

- (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>

D2.4 The funds available for this contract are \$78.5 Million.

D2.5 While this Contract is being procured by the City of Winnipeg, it is funded through a multi-partner financial agreement with certain facilities built by the project being subject to a transfer of ownership post-construction. As such, the Contract is formed by three (3) main construction components for the purpose of cost accountancy to respective Owners:

- (a) Part A: Recreation Centre
- (b) Part B: Child Care Centre
- (c) Part C: Site Development

Refer to Appendix F for schematic delineation drawing. In general, the delineation by the two buildings each comprising Part A and Part B proper, while Part C – Site Development includes any and all subsurface infrastructure including but not limited to water, sewer and land drainage. Any component of subsurface infrastructure crossing within or connecting to a building delineation shall be considered common to Part C. The Contractor shall be required to submit a

Proper Invoice that includes a comprehensive cost breakdown for each Part, forming a total invoice for Work completed month by month that the Contract is in force.

**D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is Diamond Schmitt Architects/Brook McIlroy Inc., represented by:

Liane Wychreschuk  
Senior Associate, Architect

Telephone No. 204 515 0780x404

Email Address [lwychreschuk@brookmcilroy.com](mailto:lwychreschuk@brookmcilroy.com)

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

**D4. CONTRACTOR'S SUPERVISOR**

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

**D5. FURNISHING OF DOCUMENTS**

D5.1 Upon award of the Contract, the Contractor will be provided with 'Issued for Construction' Contract Documents electronically, including Drawings in PDF format only.

**SUBMISSIONS**

**D6. AUTHORITY TO CARRY ON BUSINESS**

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

**D7. SAFE WORK PLAN**

D7.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site.

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

D7.3 Notwithstanding B13.5 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.

**D8. INSURANCE**

D8.1 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 renewal extension of the insurance policies during the term of the Work.

- (a) Wrap-Up Liability insurance in an amount of no less than twenty-five million dollars (\$25,000,000) inclusive per occurrence and twenty-five million dollars (\$25,000,000) general aggregate covering bodily injury, personal injury, property damage and products and completed operations consistent with industry standard insurance wordings. Wrap Up Liability insurance to also include evidence of contractual liability, sudden and accidental pollution liability, and cross liability clause, Manitoba its ministers, officers, employees and agents to be listed as additional insureds.
  - (i) The Contractor shall be responsible for deductible up to \$50,000 for any one loss.
  - (ii) The insurance will be written jointly in the name of The City, Contractor and subcontractors as insureds. Provision of this insurance by the City is not intended in any way to relieve the Contractor from its 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 until the date of Total Performance of the Work, or unless determined otherwise by The City, and shall include an additional 24 months completed operations coverage which will take affect 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 \$150,000 deductible.

D8.2 The Contractor shall provide and maintain the following insurance coverage during the performance of the Work and/or as stated below:

- (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, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) Automobile Liability Insurance 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) Contractors pollution liability insurance in the amount of at least one million dollars (\$1,000,000) with a two million dollar (\$2,000,000) aggregate covering third party injury and property damage claims including clean up costs and transported cargo as a result of pollution conditions arising from the Contractors operations and completed operations. Such policy shall name the City as an additional insured and remain in place for a minimum of twelve (12) months following Total Performance
- (d) all risks property insurance for all equipment, tools, portable toilets and field houses used by the Contractors directly or indirectly in the performance of the Work on the project that may be owned, rented, leased or borrowed

D8.3 The Contractor shall provide The City with any information reasonably requested by The City from time to time to enable the insurance specified above in D9.1 to be appropriately underwritten by competent insurers. Such information can include but not be limited to the Contractors 5 year claim experience and project experience. Such information shall be provided within 14 Calendar Days

- D8.4 Deductibles shall be borne by the Contractor.
- D8.5 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D8.6 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.
- D8.7 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice of the Contract Administrator.
- D8.8 The Contractor shall provide :
- (a) The certificate of insurance in a form satisfactory to the Supervisor of insurance and a copy of the certificate of insurance to the Contract Administrator. Certificate of insurance to be sent to :
- The City of Winnipeg  
Risk Management – insurance Section  
3<sup>rd</sup> Floor – 185 King Street  
Winnipeg, MB R3B 1J1  
[insurance@winnipeg.ca](mailto:insurance@winnipeg.ca)

## D9. CONTRACT SECURITY

- D9.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the amount of fifty percent (50%) of the Contract Price; and
- (b) labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in an amount equal to fifty percent (50%) of the Contract Price.
- D9.1.1 Bonds are available at:
- (a) Performance Bond <https://www.winnipeg.ca/media/4928/>
- (i) Performance Bond – Schedule A - Form of Notice  
<https://www.winnipeg.ca/media/4831/>
- (ii) Performance Bond – Schedule B – Surety’s Acknowledgement  
<https://www.winnipeg.ca/media/4832/>
- (iii) Performance Bond – Schedule C – Surety’s Position  
<https://www.winnipeg.ca/media/4833/>
- (b) Labour & Material Payment Bond <https://www.winnipeg.ca/media/4930/>
- (i) L&M Bond – Schedule A – Notice of Claim  
<https://www.winnipeg.ca/media/4834/>
- (ii) L&M Bond – Schedule B – Acknowledgement of a Notice  
<https://www.winnipeg.ca/media/4835/>
- (iii) L&M Bond – Schedule C – Surety’s Position  
<https://www.winnipeg.ca/media/4836/>
- D9.1.2 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:
- (a) the version submitted by the Contractor must have valid digital signatures and seals;

- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D9.1(b).

D9.1.3 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.

D9.1.4 Digital bonds passing the verification process will be treated as original and authentic.

D9.2 The Contractor shall provide the Contract Administrator identified in D3 with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of an award letter and prior to the commencement of any Work on the Site.

D9.3 The Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:

- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D9.1(b); and
- (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

## **D10. SUBCONTRACTOR LIST**

D10.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least five (5) Business Days prior to the commencement of any Work on the Site.

## **D11. DETAILED WORK SCHEDULE**

D11.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site.

D11.2 The detailed work schedule shall consist of the following:

- (a) a critical path method (C.P.M.) schedule for the Work;
- (b) a Gantt chart for the Work based on the C.P.M. schedule;

all acceptable to the Contract Administrator.

D11.3 Further to D11.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path.

- (a) Commencement Date
- (b) Heating and Hoarding
- (c) Commissioning
- (d) Substantial Performance

(e) Total Performance

D11.4 Further to D11.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

**D12. REQUIREMENT FOR SITE ACCESSIBILITY PLAN**

D12.1 The Contractor shall provide the Contract Administrator with an Accessibility Plan at least five (5) Business Days prior to the commencement of any Work on the Site.

D12.2 The Accessibility Plan shall demonstrate how the Contractor will accommodate the safe passage of pedestrians and cyclists in accordance with the Manual of Temporary Traffic Control, the Contract Drawings, Staging Plans, and Streets By-Law No. 1481/77 at all times for the duration of the Construction. Unless noted in the Contract, the Accessibility Plan must include a written plan for the following:

- (a) How the Contractor will maintain at least one crossing in each direction for each intersection (one north/south crosswalk and one east/west crosswalk).
- (b) How the Contractor will maintain access to bus stops within the site.
- (c) How the Contractor will maintain access to pedestrian corridors and half signals.
- (d) How the Contractor will maintain cycling facilities.
- (e) How the Contractor will maintain access to residents and businesses unless otherwise noted in the Contract.
- (f) Any required detour signage at adjacent crossings to facilitate sidewalk or active transportation pathway closures.
- (g) How the Contractor will maintain safety along pathways to adjacent schools and surrounding neighbourhood.

D12.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.

D12.4 The Accessibility Plan shall include written details on how the Contractor intends to review, maintain, and document all items related to the Accessibility Plan on-site during Construction, including, but not limited to:

- (a) Signage
- (b) Temporary Ramping
- (c) Transit Stops
- (d) Detour Signage

D12.5 At minimum, the Contractor shall review the site conditions on a daily basis to ensure that all features related to the Accessibility Plan are in place. The site review is intended to correct deficiencies as a result of unforeseen events such as wind, traffic, or the general public. Deficiencies that are direct result of the Contractors actions must be corrected immediately.

D12.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.

D12.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.

D12.8 Deficiencies as a direct result of actions by the Contractor that are not immediately corrected and/or failure to produce records that demonstrate that the site was maintained in compliance with the Accessibility Plan may result in a pay adjustment via the monthly Progress Payment. The rate of pay adjustment will be as per the following schedule:

- (a) First Offence – A warning will be issued and documented in the weekly or bi-weekly site meeting.

- (b) Second Offence - A field instruction to immediately correct the site will be issued by the Contract Administrator.
- (c) Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

## **SCHEDULE OF WORK**

### **D13. COMMENCEMENT**

- D13.1 The Contractor shall not commence any Work until they are in receipt of an award letter from the Award Authority authorizing the commencement of the Work.
- D13.2 The Contractor shall not commence any Work on the Site until:
  - (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D6;
    - (ii) evidence of the workers compensation coverage specified in C6.17;
    - (iii) the Safe Work Plan specified in D7;
    - (iv) evidence of the insurance specified in D8;
    - (v) the contract security specified in D9;
    - (vi) the Subcontractor list specified in D10;
    - (vii) the detailed work schedule specified in D11;
    - (viii) the Requirement for Site Accessibility Plan in D12; and
    - (ix) the direct deposit application form specified in C12.20
  - (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.
- D13.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the award letter, or as approved by the Contract Administrator.
- D13.4 The City intends to award this Contract by May 1, 2026.
- D13.4.1 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.

### **D14. WORK BY OTHERS**

- D14.1 Further to C6.26, 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 Contractor's 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.
- D14.2 Work by others on or near the Site will include but not necessarily be limited to:
  - (a) Electrical service installation by Manitoba Hydro;
  - (b) Natural gas service installation by Manitoba Hydro;
  - (c) Telecommunications service installation by others;
  - (d) Spray Pad and Playground construction by others;
  - (e) Fire Hall by others;
  - (f) Public Art by others;
  - (g) Vocational Wing at Pembina Trails Collegiate by others.

D14.3 Further to D14.1 the Contractor shall cooperate and coordinate all activities with all parties performing required Work by Others identified in D14.1 and accommodate the necessary area on Site required for the Work by Others to complete the Work.

**D15. SUBSTANTIAL PERFORMANCE**

D15.1 The Contractor shall achieve Substantial Performance by February 1, 2028.

D15.2 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.

D15.3 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.

**D16. TOTAL PERFORMANCE**

D16.1 The Contractor shall achieve Total Performance by March 31, 2028.

D16.2 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.

D16.3 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.

**D17. LIQUIDATED DAMAGES**

D17.1 If the Contractor fails to achieve Substantial Performance or Total Performance in accordance with the Contract by the day 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 five hundred (\$1,500);

(b) Total Performance – five hundred (\$500).

D17.2 The amount specified for liquidated damages in D17.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance or Total Performance by the day fixed herein for same.

D17.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

**D18. SCHEDULED MAINTENANCE**

D18.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

(a) As Specified in Section 32 92 23 Sodding;

(b) As Specified in Section 32 93 00 Planting of Trees, Shrubs and Ground Covers.

D18.2 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**

### **D19. JOB MEETINGS**

- D19.1 Regular bi-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, one representative of the Province of Manitoba 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.
- D19.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

### **D20. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D20.1 Further to C6.27, 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).

### **D21. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

- D21.1 Further to B13.5, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.5.

## **PAYMENT**

### **D22. PAYMENT**

- D22.1 Further to **E5**, no payment will be made for Cash Allowances other than as set out in **E5.4**.

## **WARRANTY**

### **D23. WARRANTY**

- D23.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.
- D23.1.1 For the purpose of contract security, the warranty period shall be one (1) year.
- D23.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a 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.
- D23.2.1 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.

## **INDEMNITY**

### **D24. INDEMNITY**

D24.1 Indemnity shall be as stated in C17.



## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

<u>Specification No.</u>	<u>Specification Title</u>
00 01 05	Document Responsibility and Project Directory
00 01 10	Table of Contents
00 31 00	Information Available for Review

### NMS SPECIFICATIONS

#### DIVISION 01

#### GENERAL REQUIREMENTS

01 10 00	Summary of Work BIM Disclaimer
01 21 00	Allowances
01 25 00	Substitution Procedures
01 29 00	Payment Procedures
01 31 00	Project Management and Coordination
01 31 00	RFI Form
01 31 19	Project Meetings
01 32 00	Construction Progress Documentation
01 33 00	Submittal Procedures
01 33 29	General LEED Requirements
01 33 29	Schedule S1 Material Information Data Sheet
01 45 00	Quality Requirements
01 51 00	Temporary Utilities
01 52 00	Temporary Facilities
01 56 00	Temporary Barriers and Enclosures
01 57 00	Temporary Controls
01 57 13	Temporary Erosion and Sediment Control
01 57 13	Schedule E1 Erosion and Sediment Control Inspection Log
01 60 00	Product Requirements
01 71 00	Examination and Preparation
01 73 00	Execution
01 73 29	Cutting and Patching
01 74 00	Cleaning
01 74 19	Construction and Demolition Waste Management

01 77 00	Closeout Procedures
01 78 00	Closeout Submittals
01 78 36	Warranties
01 79 00	Demonstration and Training
01 81 19	Indoor Air Quality Requirements
01 81 19	Schedule I1 Indoor Air Quality Inspection Log
01 91 13	General Commissioning Requirements
01 91 26	Integrated Fire Protection and Life Safety Systems Testing

**DIVISION 03      CONCRETE**

03 10 00	Concrete Forming
03 20 00	Concrete Reinforcement
03 30 00	Cast-in-Place Concrete
03 35 00	Concrete Floor Finishing
03 45 00	Architectural Precast Concrete Base
03 48 19	Precast Concrete Stairs
03 53 00	Cementitious Underlayment

**DIVISION 04      MASONRY**

04 05 00	Masonry Procedures
04 05 13	Mortar and Grout for Masonry
04 05 19	Masonry Reinforcement and Connectors
04 05 23	Masonry Accessories
04 22 00	Concrete Masonry Units
04 22 23	Architectural Concrete Masonry Units

**DIVISION 05      METALS**

05 12 00	Structural Steel
05 31 00	Steel Deck
05 41 13	Lateral Load-Bearing Cold-Formed Metal Framing
05 50 00	Metal Fabrications
05 50 10	Architectural Metal Fabrications

**DIVISION 06      WOOD, PLASTIC, AND COMPOSITES**

06 10 00	Rough Carpentry
06 16 00	Sheathing
06 17 29	Structural Composite Lumber
06 17 33	Wood I-Joists
06 40 00	Architectural Woodwork
06 80 00	Plastic Lumber Fabrications

**DIVISION 07      THERMAL AND MOISTURE PROTECTION**

07 80 00	Commissioning of Thermal and Moisture Protection Systems
07 13 54	Modified Bituminous Sheet Waterproofing
07 16 16	Surface Applied Crystalline Waterproofing
07 17 18	Bentonite Waterstop
07 18 13	Service Room Traffic Coatings
07 21 00	Thermal Insulation
07 21 20	Below Grade and Perimeter Insulation
07 21 29	Sprayed-Applied Foamed-in-Place Air Barrier Insulation
07 26 16	Below-Grade Vapour Barrier
07 27 00	Air Barrier Systems

07 46 16	Aluminum Composite Panel Cladding System
07 46 19	Metal Cladding Systems
07 52 16	Modified Bituminous Membrane Roofing
07 62 00	Metal Flashing
07 72 33	Roof Hatches
07 81 00	Sprayed Fire-Resistive Materials (SFRM)
07 81 23	Intumescent Fire-Resistive Materials (IFRM)
07 84 00	Joint Firestopping and Smoke Seals
07 92 00	Joint Sealants
07 95 13	Expansion Joint Cover Assemblies

**DIVISION 08            OPENINGS**

08 08 00	Commissioning of Openings
08 11 13	Steel Doors and Frames
08 12 16	Interior Aluminum Screens and Doors
08 14 00	Flush Wood Doors
08 31 13	Architectural Access Doors
08 31 14	Floor Access Door
08 33 12	Coiling Metal Counter Doors
08 33 13	Rolling Fire Shutters
08 42 29	Automatic Sliding Entrance Doors
08 44 00	Aluminum Framed Glazing Systems
08 54 13	Fibreglass Windows
08 71 00	Finish Hardware
08 80 00	Glass and Glazing
	Glazing & Screen Schedule
08 87 00	Applied Films
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## **E2. AVAILABLE PROJECT INFORMATION**

- E2.1 The following documents are made available for review:
- (a) Appendix A “South Winnipeg Recreation Campus – Phase 2 Geotechnical Engineering Report”, dated March 19, 2024, prepared by KGS Group;
  - (b) Appendix B “South Winnipeg Recreation Campus – Geotechnical Services, Long-Term Groundwater Monitoring”, dated January 22, 2025, prepared by KGS Group;
  - (c) Appendix C “Phase 1 Environmental Site Assessment – South Winnipeg Recreation Campus”, dated January 9, 2023, prepared by Pinchin;
  - (d) Appendix D “South Winnipeg Recreation Campus – Traffic and Parking Study”, dated March 2025, prepared by MORR Transportation Consulting Ltd;
  - (e) Appendix E: “Audio Visual Report for South Winnipeg Recreation Campus”, dated September 26, 2025, prepared by Smith + Andersen;
  - (f) Appendix F “Schematic Delineation Drawing”, dated December 11, 2025, prepared by Diamond Schmitt Architects Inc.

## **GENERAL REQUIREMENTS**

### **E3. OFFICE FACILITIES**

- E3.1 The Contractor shall supply office facilities meeting the following requirements:
- (a) Office space to accommodate site meetings including ability for attendees to connect and participate virtually.

### **E4. HAZARDOUS MATERIALS**

- E4.1 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.

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

- E5.1 Additional Work may be necessitated due to unforeseen circumstances, required technical services during construction, or supply and installation of listed items 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. Refer to NMS Specifications Section 01 21 00 Allowances
- E5.2 A cash allowance has been included on Form B: Prices.

- 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 Contractor 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.
- E7.6 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.