



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 374-2008

BASEBALL DIAMOND RENOVATIONS – SOUTHDALE COMMUNITY CLUB

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 BASEBALL DIAMOND RENOVATIONS – SOUTHDALE COMMUNITY CLUB

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 15, 2008.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

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

B4. ENQUIRIES

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

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, 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 Bid Opportunity 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 Bid Opportunity 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.

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B5.2 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.

B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.2.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 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.
- B6.4 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.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his 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.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his 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 B14.
- B6.9 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.

B7. BID COMPONENTS

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices.

- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 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, to constitute a responsive Bid.
- B7.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B7.4.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid.
- B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B7.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Bids shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B8. BID**
- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;

- (d) if the Bidder is carrying on business under a name other than his 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.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B8.4.2 All signatures shall be original.

B8.5 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.

B9. PRICES

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Notwithstanding C12.2.3(c), prices on Form B: Prices shall include the Manitoba Retail Sales Tax (MRST, also known as PST) but exclude the GST.

B9.2 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.

B9.3 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. QUALIFICATION

B10.1 The Bidder shall:

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

B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>).

B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba).

B10.4 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.

B10.5 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.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

B11.1 Bids will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Branch, or in such other office as may be designated by the Manager of Materials.

B11.1.1 Bidders or their representatives may attend.

B11.2 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 Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B11.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B12. IRREVOCABLE BID

B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B13. WITHDRAWAL OF BIDS

B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B13.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.

B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative

Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B14. EVALUATION OF BIDS

B14.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

B14.2 Further to B14.1(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.

B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.

B14.4 Further to B14.1(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.

B14.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B14.4.2 Further to B14.1(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.

B15. AWARD OF CONTRACT

B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B15.2 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 responsible and qualified, and the Bids are determined to be responsive.

B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:

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

B15.3 Subject to B15.2, where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.

B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

- B15.4 Notwithstanding C4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract, as defined in C1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the renovation of two baseball diamonds at the Southdale Community Club.

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

- (a) The renovation of existing baseball infields, through the removal of existing infields, site grading, and the supply and installation of new infield surfacing and sod.
- (b) The supply and installation of subsurface drainage systems
- (c) The supply and installation of a new catch basin.
- (d) The supply and installation of granular surfacing complete with wood edging.

D3. CONTRACT ADMINISTRATOR

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

David Wagner
Landscape Architect
4-430 River Avenue
Winnipeg, Manitoba
R3L 0C6

Telephone No. (204) 452-2426
E-mail dwagner@dwla.ca

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

D4. CONTRACTOR'S SUPERVISOR

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

D5. NOTICES

D5.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or e-mail address identified by the Contractor in Paragraph 2 of Form A: Bid.

D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3, D5.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.

D5.3 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Attn: Chief Administrative Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

- D5.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg
Corporate Services Department
Legal Services Division
Attn: City Solicitor
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

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

D7. INSURANCE

- D7.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg and David Wagner Associates Inc. added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
- D7.2 Deductibles shall be borne by the Contractor.
- D7.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.
- D7.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D8. PERFORMANCE SECURITY

- D8.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance 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; or
 - (b) 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 H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
 - (c) 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.
- D8.1.1 Where the performance 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 performance security.
- D8.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D9. SUBCONTRACTOR LIST

- D9.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

SCHEDULE OF WORK

D10. COMMENCEMENT

- D10.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.
- D10.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) evidence of the insurance specified in D7;
 - (iv) the performance security specified in D8; and
 - (v) the Subcontractor list specified in D9.
 - (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.
- D10.3 The Contractor shall not commence the Work on the Site before July 2, 2008.
- D10.4 The City intends to award this Contract by June 1, 2008
- D10.4.1 If the actual date of award is later than the intended date, the dates specified for Substantial Performance and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D11. SUBSTANTIAL PERFORMANCE

- D11.1 The Contractor shall achieve Substantial Performance within twenty (20) consecutive Working Days of the commencement of the Work as specified in D10.
- D11.2 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.
- D11.3 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.

D12. TOTAL PERFORMANCE

- D12.1 The Contractor shall achieve Total Performance within twenty-five (25) consecutive Working Days of the commencement of the Work as specified in D10.
- D12.2 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.
- D12.3 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.

D13. LIQUIDATED DAMAGES

- D13.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City Seven Hundred and Fifty Dollars (\$750) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- D13.2 The amount specified for liquidated damages in D13.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D13.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D14. SCHEDULED MAINTENANCE

- D14.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Sod as specified in E12.4.
- D14.2 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

D15. JOB MEETINGS

- D15.1 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.
- D15.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D16. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D16.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

MEASUREMENT AND PAYMENT

D17. PAYMENT

- D17.1 Further to C12, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

FORM H1: PERFORMANCE BOND
(See D8)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

_____ day of _____, 20____, for:

BID OPPORTUNITY NO. 374-2008

BASEBALL DIAMOND RENOVATIONS – SOUTHDALE COMMUNITY CLUB

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)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D8)

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 374-2008
BASEBALL DIAMOND RENOVATIONS – SOUTHDALE COMMUNITY CLUB

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.

Partial drawings are permitted.

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.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- 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 Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
L1	Existing Site Survey
L2	Site Development Plan
L3	Sections and Details

E2. LOCATION OF WORK

- E2.1 Work is at the south end of the playing fields at Southdale Community Club, located at the corner of Beaverhill Blvd. and Lakewood Blvd.

E3. SITE ACCESS

- E3.1 Access to the Site as required by the Contractor shall be provided and restored by the Contractor at his own expense and approved by the Contract Administrator.

E4. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES

- E4.1 Further to C: 6.12, the Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of same before proceeding with the Work, and pay any cost attached to the inspection of such plans.
- E4.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.
- E4.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.
- E4.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.
- E4.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.
- E4.6 The Contractor and Sub-contractors must be fully aware of all Work involving hazardous materials. All Work must be performed in compliance with the Manitoba Department of Labour Workplace Health and Safety Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification to the Contract Administrator of his/her encountering of suspected hazardous material during their course of Work.

E5. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY

- E5.1 Further to C: 17, all necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing trees, shrubs, sod, pavements, streets, roads, boulevards, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the Site of the Work. For all damage incurred thereto in the performance of the Work, the Contractor shall upon instructions from and to the satisfaction of the Contract Administrator thereof, either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to the Contract Administrator. The cost of which shall be borne entirely by the Contractor. The Contractor shall also indemnify and save harmless the City from all claims made directly against it in respect to any such damages
- E5.2 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and he shall be responsible for all damage resulting from his Work on private property. The Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress is maintained to private properties while he is working near them. Any damage caused by the negligence of the Contractor or his Sub-contractors to the adjacent Works or properties, shall be promptly repaired by him at his own expense, to the satisfaction of the Contract administrator.
- E5.3 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing trees within the limits of the construction area:
- (a) Trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2440 mm wood planks, or other suitable protection as approved by the Contract Administrator. Do not use nails or other fasteners that penetrate the tree trunk. The width and length of strapping may be reduced to suit the tree being protected as approved by the Contract Administrator.
 - (b) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches) where 1 inch diameter equals 1 foot measured from the outside edge of the trunk of the tree at 6 inches above grade. Obtain approval from the Contract Administrator to excavate within 2.0 M of a tree. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation. Prune exposed roots with equipment such as trencher, chain saws, root cutters or other methods acceptable to the Contract Administrator in a manner that will leave a neat, clean root end.
 - (c) Equipment shall not be operated within the drip line without written permission from the Contract Administrator. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the drip lines of trees. The drip line of a tree shall be considered to be the entire ground surface located directly beneath the tree and radiating out to the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
 - (d) Repair, replace and maintain tree protection materials during construction until the Project completion.
 - (e) Carefully remove safety fencing and strapping material without harming the trees as soon as the construction and restoration Work is complete.
 - (f) All damage or pruning required to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the Forestry Branch.
 - (g) No separate measurement or payment will be made for the protection of trees.

E6. EXISTING SERVICES AND UTILITIES

- E6.1 No responsibility will be assumed by the City for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or

on the surface; the City shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.

E7. TEMPORARY UTILITIES

E7.1 Further to C: 6.12, the Contractor shall make his own arrangements in connection with the temporary use of lighting, power, gas, sewer, water or other utilities, and pay all costs in connection therewith.

E7.2 All necessary permits, fees and other like expenses as well as the cost of temporary connections to existing facilities shall be arranged and paid for by the Contractor.

E8. SITE ENCLOSURES

E8.1 Temporary Site enclosures shall be erected and maintained as required for the duration of the construction period.

(a) The two baseball diamonds, under renovation, shall be fenced off from the rest of the playing fields. The remainder of the field, including the two northern baseball diamonds, shall be in use during the construction period.

E8.2 Site enclosures shall be considered incidental to the Contract Work.

E9. LAYOUT

E9.1 The Contractor is responsible for the layout of all Work.

E9.2 The Contract Administrator shall be advised of the staking of the layout at least twenty-four (24) hours in advance in order that the layout may be inspected and adjusted as required prior to construction.

E9.3 Before commencing Work the Contractor shall satisfy himself as to the meaning and correctness of all stakes and marks, and no claims shall be entertained by the City of Winnipeg or the Contract Administrator on account of alleged inaccuracies. If any error is suspected in the plans, specifications, or the directions of the Contract Administrator, Work shall be discontinued until the errors are rectified through consultation with the Contract Administrator. No claims shall be made on account of any delay occasioned thereby.

WORK

E10. SUB-SURFACE DRAINAGE

E10.1 General Description

(a) Further to CW 2130-R11, this Work shall include the supply and installation of a catch basin, including all piping and connections to the existing land drainage system.

(b) This Work shall consist of providing and placing geocomposite prefabricated drainage systems as shown on the Drawings. The drainage systems shall be in accordance with these Specifications and in reasonably close conformity with the locations and dimensions as shown on the plans or as specified by the Contract Administrator. The quantities of drainage system materials as shown may be increased or decreased at the discretion of the Contract Administrator based on actual Site conditions that occur during construction. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the Work.

E10.2 Catch Basin

(a) The new catch basin shall be as specified in CW2130-R11 and as shown on the Drawings.

- (b) The catch basin shall be constructed such that the rim may be lowered by 300mm if required in the future.

E10.3 Multi-Flow Drain System

(a) Materials

- (i) Drainage pipe shall be Multi-Flow or approved substitute in accordance with B6. Size shall be 150mm as shown on Drawings. All fittings shall be sized to fit and approved for use with Multi-Flow or approved substitute by the manufacturer.
- (ii) The drain conduit shall be of flexible, prefabricated, rounded rectangular shaped, composite product. The drain conduit shall be wrapped with a non-woven geotextile and shall be a non-woven needle-punched construction and consist of long-chain polymeric fibres composed of polypropylene, polyethylene or polyamide. The fibres shall be oriented into a multi-directional stable network whereby they retain their positions relative with each other and allow the passage of water as specified. The fabric shall be free of any chemical treatment or coating, which reduces permeability and shall be inert to chemicals commonly found in soil. The geotextile shall conform to the following minimum average roll values:

Weight	ASTM D-3776	3.0 – 4.0
Tensile Strength	ASTM D-4632	100 - 130
Elongation %	ASTM D-4632	50 - 70
Puncture, lb	ASTM D-751	35 - 60
Mullen Burst, psi	ASTM D-3786	110 - 215
Trapezoidal Tear, lb	ASTM D-4533	40 - 42
Coefficient of Permeability	ASTM D-4491	.2 - .4 cm/sec
Flow Rate, gpm/ft ²	ASTM D-4491	100 - 140
Permittivity, 1/sec	ASTM D-4491	1.3 – 2.0
Apparent Opening Size	ASTM D-4751	60/70 Max. US Std Sieve Opening
Seam Strength, lb/ft	ASTM D-4595	100
Fungus	ASTM G-21	No Growth

- (iii) The drainage core shall be made of a high-density polyethylene. The core shall be constructed using interconnected corrugated pipes that define and provide the flow channels and structural integrity of the system. The geotextile shall function only as a filter. The core of the conduit shall conform to the following physical property requirements:

Thickness, inches	ASTM D-1777	1.0
Flow rate, gpm/ft ^{***}	ASTM D-4716	30
Compressive Strength, psf	ASTM D-1621 (modified sand method)	6000
Pipe Stiffness, pii	ASTM D-2412	100

*** At gradient = 0.1, pressure = 10 psi for 100 hours.

(b) Fittings

- (i) The fittings used with the drainage system shall be of a snap together design. In no case shall any product be joined without the use of the manufacturer's connector designed specifically for the purpose.

- (ii) Inspection ports or clean-outs shall be installed at all locations of connections.
- (c) Pipe
 - (i) Pipe for drain outlet shall be either PVC pipe meeting the requirements of ASTM D-2729 or ASTM F-949, or high density polyethylene pipe meeting the requirements of AASHTO M252.2.4.
- (d) Backfill for Trenches
 - (i) Backfill shall be coarse sand whose particle size is defined as less than 5% retained on a #10 screen, and less than 5% passing through a #30 screen. (US Std Sieve) In no case shall more than 1% pass a #60 screen.
- (e) Seed shall be as per CW 3520-R7.

E10.4 Methods

- (a) The layout of the sub-drain is to be marked on Site and approved by the Contract Administrator.
- (b) Trenches are to be excavated with a trenching machine or by hand. Locations, where the trench crosses existing utilities, irrigation pipes and all other sub-surface pipes or fixtures, are to be excavated by hand. The amount of trench excavated at any time shall not exceed the amount of drain that can be set and backfilled completely prior to the end of that Working Day. Trench width shall be as specified on the Drawings.
- (c) The bottom surface of the trench is to be free of looses particles and is to have the slope shown on the Drawings. Over excavation in the bottom of the trench shall be backfilled to the proper grade with the excavated material or sand prior to the placement of the drain. Where sand or excavated material is used to fill the trench to the proper elevation that material shall be compacted to 95% of standard proctor density using appropriate means. Where the trench is to pass through an area of existing turf, the excavated material is not to remain on the grassed surface for a period of longer than 24 hours. All excavated material shall be removed from the Site daily and disposed of legally.
- (d) Multi-Flow drain pipe is to be placed in the trench using a Multi-Flow centering device. Trench is to be backfilled with coarse sand to the surface. Backfill shall be placed in maximum of 45 cm loose lifts. Backfill is to be lightly tamped into place and watered.
- (e) Fittings for the drain shall be installed in accordance with manufacturer's recommendations.
- (f) Any damaged drain system shall be replaced or repaired by splicing in an undamaged section of like material at the Contractor's expense.
- (g) The top of the trench is to be finished as shown on the Drawings.
 - (i) The sand backfill is to be installed to meet existing grades and seeded with grass seed where the trench is located in existing turf.
 - (ii) The trench is to be covered with 100mm depth of infield mix where the trench is within the infield.
 - (iii) The trench is to be covered with a 1m wide strip of landscape fabric where the trench is located under the granular surfacing.
- (h) The Multi-Flow drain system is to be connected to a solid pipe in accordance with manufacturer's recommendations and the pipe is then connected to the catch basin.
- (i) The installation of the new catch basin and the connections to the catch basin shall be as per CW 2130-R11 and SD-025.
- (j) The Contractor shall be responsible for restoration of any damages caused during the Work under this section.

E10.5 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured on a lineal metre or per unit basis, for the Items of Work listed below, which price shall

include all costs of material supply, fittings, trenching, proper material installation, backfill, Site restoration and all other items incidental to the Work.

- (i) Supply and Installation of Catch Basin
- (ii) Multi-Flow Drain System
- (iii) Connection to Catch Basin

E11. GRANULAR SURFACE AREAS

E11.1 General Description

- (a) This specification shall cover the supply and installation of granular surface areas around the backs of the baseball diamonds, including:
 - (i) Site preparation and grading
 - (ii) Wood Edging along the baseball backstops
 - (iii) Granular surfacing c/w poly and landscape fabric

E11.2 Materials

- (a) 19 mm Diameter Crushed Washed Limestone
- (b) Geotextile: filter cloth or landscape fabric
- (c) Poly: CSA Clear Vapour Barrier, 6mil poly
- (d) Wood Edging: Pressure treated 50x250mm boards c/w galvanized C clamp fasteners and butt joint plate connectors, sized to suit.

E11.3 Methods

- (a) Site Preparation and Grading
 - (i) The existing baseball bleachers are to be removed from behind the baseball backstops and stored safely/secured by the Contractor during construction. They are to be replaced and levelled once the granular Work is completed. This Work is incidental to the Work specified in this section.
 - (ii) The grassed areas between the baseball backstops and the perimeter fencing are to be stripped of turf and graded to drain towards the line where the subsurface drain system is to be installed, as shown on the Drawings.
- (b) Wood Edging
 - (i) Wood edging is to be installed along the baseball backstops according to Drawing details. It is to be set at a level such that it separates the different surfacing materials on either side, in consultation with the Contract Administrator.
- (c) Granular Surfacing
 - (i) The granular surface area is to be done in conjunction with the construction of the Multi-Flow Drain System.
 - (ii) The area is to be covered with poly except for the trench area, which is to be covered with landscape fabric. The edges of the poly are to be buried in such a manner that they are not exposed once the area is covered with granular.
 - (iii) The area is then to be covered with washed limestone as shown on Drawings.

E11.4 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured on a linear metre and a square metre basis, for the Items of Work listed below, which price shall include all costs of material supply, proper material installation, Site restoration and all other items incidental to the Work. All Multi Flow Drainage Systems associated with this Work are included in E10.
 - (i) Site Preparation and Grading
 - (ii) Wood Edging
 - (iii) Granular Surfacing

E12. BASEBALL INFIELD RENOVATION

E12.1 General Description

- (a) Infield Renovation – Type I
 - (i) Renovation to the west baseball diamond, including the redevelopment of the existing infield mix and grassed infield area, and the extension of the infield mix area as shown on the Drawings.
- (b) Infield Renovation – Type II
 - (i) Renovation to the east baseball diamond, including the redevelopment of the existing infield mix area and the extension of the infield mix area as shown on the Drawings.

E12.2 Materials

- (a) The baseball diamond infield mix shall be Shakopee infield mix as supplied by the City of Winnipeg. Contact person is Mr. Curt Borley, Superintendent of Landscape Services, phone 986-3991. The Contractor is responsible to pick up and deliver the material to the Site and install the material as specified.
- (b) Topsoil and mineral base sod as per CW 3540-R5 and CW 3510-R9.

E12.3 Method

- (a) General
 - (i) The Contractor is to harvest the existing base pins and home plates from both diamonds and reinstall them once the surfacing Work has been done. Layout dimensions are shown on the Drawings.
 - (ii) The Contractor is to harvest the existing pitcher's rubbers and they are to be reinstalled by the Community Club. The Contractor shall coordinate this through the Contract Administrator.
- (b) Infield Renovation – Type I
 - (i) The baseball infield is to be stripped as required including the grassed areas as shown on the Drawings and as directed by the Contract Administrator.
 - (ii) The entire infield area is to be excavated as required to accommodate finish materials. The infield shall be graded as required to achieve the desired grades and as directed by the Contract Administrator. This diamond is to have a pitcher's mound. The subgrade is to be inspected by the Contract Administrator. The subgrade is to be proof rolled to check for unstable areas.
 - (iii) The infield shall be graded at a minimum 1% from the centre out in all directions.
 - (iv) The grassed infield area is to be staked according to the required dimensions and the area is to receive topsoil and sod as per CW 3540-R5 and CW 3510-R9.
 - (v) The remaining areas are to be filled with infield mix, spread at a minimum depth of 150mm of infield mix.
 - (vi) All sod edges around and within the area are to be trimmed to the desired shape. The outfield edge is to be constructed to the smooth radius shown on the Drawings. The infield mix surface shall meet flush with the surrounding turf after compaction.
 - (vii) The entire infield shall be compacted to 95% standard proctor density.
 - (viii) The pitcher's mound is to be constructed according to the layout shown on the Drawings. The height of the mound is to be 267 mm above home plate and it is to have a flat plateau of 1.5m at each pitcher's rubber.
- (c) Infield Renovation – Type II
 - (i) The baseball infield is to be stripped as shown on the drawings and as directed by the Contract Administrator.
 - (ii) The entire infield area is to be excavated as required to accommodate finish materials. The infield shall be graded as required to achieve the desired grades as shown on the Drawings and as directed by the Contract Administrator. This diamond

is NOT to have a pitcher's mound. The subgrade is to be inspected by the Contract Administrator. The subgrade is to be proof rolled to check for unstable areas.

- (iii) The infield shall be graded at a minimum 1% from the centre out in all directions.
- (iv) The entire area is to be filled with infield mix, spread for a total minimum depth of 150mm of infield mix.
- (v) All sod edges are to be trimmed to the desired shape with a sod cutter. The out field edge is to be constructed to the smooth radius shown on the Drawings. The infield mix surface shall meet flush with the surrounding turf after compaction.
- (vi) The entire infield shall be compacted to 95% standard proctor density.

E12.4 Maintenance of Sod

- (a) The Contractor shall maintain the sod for 30 days after the completion of the installation or until such a time as the turf is established in accordance with CW 3510-R9.

E12.5 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured on a lump sum basis, for the Items of Work listed below, which price shall include all costs of material supply, sub-grade preparation, proper material installation, sodding and maintenance.
- (b) The payment is exclusive of the infield mix, which is supplied by the City. Delivery and installation is borne by the Contractor.
- (c) Items of Work
 - (i) Infield Renovation – Type I
 - (ii) Infield Renovation – Type II