



THE CITY OF WINNIPEG

TENDER

TENDER NO. 238-2026

ROYALWOOD PARK SPORT COURTS

TABLE OF CONTENTS

PART A - BID SUBMISSION

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

PART B - BIDDING PROCEDURES

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

PART C - GENERAL CONDITIONS

C0. General Conditions	1
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PART D - SUPPLEMENTAL CONDITIONS

General

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

Submissions

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

Schedule of Work

D12. Commencement	5
D13. Substantial Performance	5
D14. Total Performance	5
D15. Liquidated Damages	6
D16. Scheduled Maintenance	6

Control of Work

D17. Job Meetings	6
D18. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	6
D19. The Workplace Safety and Health Act (Manitoba) – Qualifications	6

Warranty

D20. Warranty	7
---------------	---

Indemnity

D21. Indemnity	7
Form J: Subcontractor List	8

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Access to Site	2
E3. Hazardous Materials	2
E4. Permits, Notices, Licenses, Certificates, Laws And Rules	2
E5. Damage To Existing Structures, Trees And Property	2
E6. Pedestrian Safety And Traffic Management	3
E7. Protection of Survey Infrastructure	3
E8. Site Enclosures	4
E9. Stakes and Marks	4
E10. General Instructions	4
E11. Excavation and Grading	6
E12. Drain Basins	8
E13. Land Drainage Sewer Pipe	8
E14. Sport Court Compacted Granular Sub-Base and Base	10
E15. Sport Court Asphaltic Concrete Pavement Works	12
E16. Sport Court Surfacing	13
E17. Asphalt Pavement	16
E18. Chain Link Fencing and gates	19
E19. Tennis and Pickleball Court Accessories	19
E20. Site Furnishings	21
E21. Topsoil and Sodding	22

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 Royalwood Park Sport Courts

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 15, 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 D4.1.

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

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

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

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

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

B5. CONFIDENTIALITY

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

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

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

B6. ADDENDA

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

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

B6.3 Addenda will be available on the MERX website at www.merx.com.

B6.4 The Bidder is responsible for ensuring that 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 D4.

B7. SUBSTITUTES

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

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

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

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

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

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in 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 B17.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID COMPONENTS

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

B9. BID

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in 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.
- B9.4.2 All signatures shall be original.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in 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 B17.4 will prevail over the Total Bid Price entered in MERX.

B11. DISCLOSURE

- B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B11.2 The Persons are:
- (a) N/A

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 The Bidder shall:

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

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

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.5 and C6.19).

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

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

B13.5 Further to B13.3(d), the Bidder acknowledges that they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilityymb.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.

B13.6 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B13.7 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

B14.1 Bids will not be opened publicly.

B14.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.

B14.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.

B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B14.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B15. IRREVOCABLE BID

B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

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

B16. WITHDRAWAL OF BIDS

B16.1 A Bidder may withdraw their Bid without penalty prior to the Submission Deadline.

B17. EVALUATION OF BIDS

B17.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Tender or acceptable deviation 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.

B17.2 Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.

- B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.
- B17.4 Further to B17.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B17.4.1 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B17.4.2 Where MRST is shown on Form B as a separate line item, if that Line item is not completed, the MRST shall be considered to be included in the Total Bid Price.
- B17.4.3 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

B18. AWARD OF CONTRACT

- B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B18.2.1 Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with 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.
- B18.3 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of C24 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B18.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B17.
- B18.5 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B18.5.1 The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.
- B18.6 Following the award of contract, a Bidder will be provided with information related to the evaluation of 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
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the supply and installation of asphalt sport courts with acrylic surfacing, asphalt pathways, site furniture, fencing and sod.

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

- (a) Excavation and grading
- (b) Supply and installation of asphalt pathways and sport courts c/w acrylic sport court surfacing
- (c) Supply and installation of chain link fencing
- (d) Supply and installation of tennis and pickleball posts and net assemblies
- (e) Supply and installation of site furniture
- (f) Supply and installation of soil and sod.

D3. DEFINITIONS

D3.1 When used in this Tender:

- (a) "**CW**" means City of Winnipeg Standard Construction Specification;
- (b) "**SCD**" means City of Winnipeg Parks and Planning Standard Construction Detail;
- (c) "**SD**" means City of Winnipeg Standard Construction Detail.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Meaghan Giesbrecht
Landscape Designer

Telephone No. 204 451-4185

Email Address mgiesbrecht3@winnipeg.ca

D4.2 At the pre-construction meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

D5.1 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.

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

D8. INSURANCE

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

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

D8.2 Deductibles shall be borne by the Contractor.

D8.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

D8.4 The Contractor shall provide:

- (a) The certificate of insurance, in a form satisfactory to the Supervisor of Insurance, to:

The City of Winnipeg
Risk Management
Insurance Section
185 King Street, 3rd Floor
Winnipeg, MB R3B 1J1

- (b) The Contract Administrator with a copy of the certificate of insurance.

At least two (2) Business Days of notification of the award of the Contract and prior to the commencement of any Work on the Site.

- D8.5 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Supervisor of Insurance.

D9. CONTRACT SECURITY

- D9.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the 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.
- (c) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the amount of fifty percent (50%) of the Contract Price; or
- (d) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

- D9.1.1 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/>
- (c) Irrevocable Standby Letter of Credit <https://www.winnipeg.ca/media/4931/>

- 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 D9.1.2(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.
- D9.1.5 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.
- D9.2 The Contractor shall provide:
- (a) the required Contract Security to:
- The City of Winnipeg
Legal Services Department
185 King Street, 3rd Floor
Winnipeg, MB R3B 1J1
- (b) The Contract Administrator with copies of the required Contract Security.
- seven (7) Calendar Days prior to the commencement of any Work on the Site.
- D9.3 Where the Contract Security is provided in accordance with D9.1(a) and D9.1(b), the Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:
- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D9.1(b); and
- (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

D10. SUBCONTRACTOR LIST

- D10.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

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) Start date;
- (b) Excavation and grading;
- (c) Asphalt pathways and sport courts including proof rolling, subbase and base course inspections and required testing;
- (d) Chain link fencing;
- (e) Acrylic sport court surfacing;
- (f) Site furniture;
- (g) Topsoil and sod; and
- (h) Expected Completion

D11.3 Other milestone dates appropriate to this project should also be included to make the Contract Administrator aware of them.

SCHEDULE OF WORK

D12. COMMENCEMENT

D12.1 The Contractor shall not commence any Work until they are in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.

D12.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) the Safe Work Plan specified in D7;
 - (iv) evidence of the insurance specified in D8;
 - (v) evidence of the contract security specified in D9;
 - (vi) the Subcontractor list specified in D10;
 - (vii) the detailed work schedule specified in D11; and
 - (viii) the direct deposit application form specified in 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. SUBSTANTIAL PERFORMANCE

D13.1 The Contractor shall achieve Substantial Performance within twenty five (25) consecutive Working Days of the commencement of the Work as specified in D12.

D13.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D13.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D14. TOTAL PERFORMANCE

D14.1 The Contractor shall achieve Total Performance within thirty (30) consecutive Working Days of the commencement of the Work as specified in D12.

D14.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D14.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D15. LIQUIDATED DAMAGES

- D15.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City five hundred dollars (\$500) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.
- D15.2 The amount specified for liquidated damages in D15.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D16. SCHEDULED MAINTENANCE

- D16.1 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 E21;
- D16.2 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

D17. JOB MEETINGS

- D17.1 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.
- D17.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

D18. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D18.1 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).

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

- D19.1 Further to B13.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

WARRANTY

D20. WARRANTY

D20.1 Warranty is as stated in C13.

INDEMNITY

D21. INDEMNITY

D21.1 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>
CW-1110	General Instructions
CW-1130	Site Requirements
CW-2160	Concrete Underground Structures and Works
CW-3110	Sub-Grade, Sub-Base and Base Course Construction
CW-3130	Supply and Installation of Geotextile Gabrics
CW-3135	Supply and Installation of Geogrid
CW-3170	Earthwork and Grading
CW-3410	Asphaltic Concrete Pavement Works
CW-3510	Sodding
CW-3540	Topsoil and Finish Grading for Establishment of Turf Areas
CW-3550	Chain Link and Drift Control Fence

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
R.61-A1	Existing Conditions and Removals
R.61-A2	Materials Plan
R.61-A3	Grading Plan
R.61-A4	Layout Plan
	CAD
SCD 121C	Tache Backless Bench Composite with Arms
SCD 122A	Tache Style Accessible Picnic Table
SCD 153	English Park Sign with Address
SCD 301	Tennis/Pickleball Net Post Concrete Pile Detail
SCD 304	Tennis and Basketball Fencing and Gate Detail
SCD 305	Sport Courts Typical Pavement Section
SCD 340	Sports Standard Court Asphalt Tennis Area with Pickleball lines
SCD 342	Single Pickleball Court Specifications
SCD 648	Park Pathway Asphalt
SCD 668	Drain Basin
SD 243	Sodding Details

E2. ACCESS TO SITE

- E2.1 Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at his/her own expense and approved by the Contract Administrator. Near completion of the Project, the access area shall be restored by the Contractor to a condition equal to or better than the original and to the satisfaction of the Contract Administrator. All costs related to the restoration of the access area shall be borne by the Contractor.
- E2.2 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and he/she shall be responsible for all damage resulting from his/her Work on private property.

E3. HAZARDOUS MATERIALS

- E3.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.

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

- E4.1 Further to C6.12, 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 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing trees, shrubs, sod, pavements, streets, roads, boulevards, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the Site of the Work. For all damage incurred in the performance of the Work (either directly or indirectly), the Contractor shall either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to City of Winnipeg Contract Administrator, and the cost of which shall be borne entirely by the Contractor. The Contractor shall also indemnify and save harmless the City from all claims made directly or indirectly against it in respect to any such damage.
- E5.2 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing park trees within the limits of the construction area:
- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment within 2 metres of trees.

- (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2400 mm wood planks, or suitable protection as approved by the Contract Administrator.
- (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
- (d) Operation of equipment within the drip line of the trees shall be kept to a minimum required to perform the Work required. Equipment shall not be parked, repaired, refueled; 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 ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.

E5.3 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his/her designate.

E5.4 No separate measurement or payment will be made for the protection of trees.

E6. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT

E6.1 Further to CW 1130, the Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress is maintained to private properties while he/she is working near them. Any damage caused by the negligence of the Contractor or his/her Subcontractors to the adjacent Works or properties, shall be promptly repaired by him at his/her own expense, to the satisfaction of the Contract Administrator.

E6.2 Ambulance/ Emergency vehicle access must be maintained at all times.

E6.3 Contractor to maintain public sidewalk access free and clear of construction equipment, construction material, and debris.

E7. PROTECTION OF SURVEY INFRASTRUCTURE

E7.1 Notwithstanding clause 4 "Persons and municipalities to protect Outline Monuments"; under The Surveys Act, of Manitoba, the Contractor shall be responsible to protect the Survey Infrastructure from damage as a result of the Work.

E7.2 Further to C6.26 (g), at least 72 hours prior to the commencement of the On-Site Work the Contractor shall contact the City of Winnipeg, Geomatics Services Branch at 204-918-1360 (8:00 am to 4:00 pm Monday to Friday, excluding holidays) to obtain underground clearance. Geomatics Services will locate and mark all known outline survey monuments and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.

E7.3 Where a survey post, bar or control monument lies in the line of the proposed Work and must be disturbed, the Contractor shall provide the Contract Administrator with 48 hours' notice to permit referencing for future replacement, at no cost to the Contractor. Failure to provide the specified notice shall result in the Contractor paying for all costs associated with replacing or relocating the disturbed outline survey monuments and geodetic control monuments. Survey monuments and geodetic control monuments at or adjacent to the Site, not in the line of the proposed construction that are damaged or disturbed by the Contractor shall be replaced or relocated by the City or its agent and all associated costs shall be paid for by the Contractor.

E7.4 An approximate estimate of the cost to restore a legal survey monument is \$1,000 per bar and \$3,000 per control monument. Contractors shall ensure their landscaping and other subcontractors are aware of this clearance procedure and the potential restoration costs. Where

possible, amounts owed to the City in accordance with the above will be deducted from payments to be made by the City to the Contractor.

E8. SITE ENCLOSURES

- E8.1 Temporary Site enclosures, as determined necessary at the pre-construction meeting, shall be erected and maintained as required for the duration of the construction period.
- E8.2 Site enclosures shall be considered incidental to the Contract Work.

E9. STAKES AND MARKS

- E9.1 The Contractor is responsible for the identification and staking of the property lines and the establishment of the layout of all Work. Key grade stakes shall be identified at the pre-construction meeting.
- E9.2 The Contract Administrator shall be advised of the staking of the layout and site grades at least twenty-four (24) hours in advance in order that the layout and site grades may be inspected and adjusted as required prior to construction.
- E9.3 The Contractor is responsible for the establishment and maintenance of the fixed benchmark, layout and grade stakes throughout the construction process.
- E9.4 The Contractor shall determine the meaning and correctness of the stakes and marks before starting the Work. If an error is suspected in the Drawings, Specifications or directions of the Contract Administrator, Work will be discontinued until the error is rectified. No claim will be made due to alleged inaccuracies in the stakes and marks and for delay in the Work to rectify an error.

E10. GENERAL INSTRUCTIONS

- E10.1 General
 - (a) This Specification provides general instructions for definitions of terms used in the Standard Construction Specifications, quality control measures for materials supplied, equipment used, submittals (samples, mock-ups, photographic documentation), and shop drawings and product data required for performing the Work as per the Specifications and as directed by the Contract Administrator.
 - (b) Do not proceed with Work affected by submittal until review is complete.
 - (c) Present shop drawings, product data, samples and mock-ups in Metric units.
 - (d) Review submittals prior to submission to Contract Administrator. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and co-ordinated with requirements of the Work, Specifications and Drawings. Submittals not stamped, signed, dated and identified as to specific project may be returned without being examined and considered rejected.
 - (e) Notify Contract Administrator, in writing at time of submission, identifying deviations from requirements of the Specifications and Drawings stating reasons for deviations.
 - (f) Verify field measurements and affected adjacent Work are co-ordinated.
 - (g) Contractor's responsibility for errors and omissions in submission is not relieved by Contract Administrator's review of submittals.
 - (h) Contractor's responsibility for deviations in submission from requirements of the Specifications and Drawings is not relieved by Contract Administrator review.
 - (i) Keep one reviewed copy of each submission on site.
- E10.2 Definitions

- (a) Capitalized wording that appears in the City of Winnipeg Standard Construction Specifications is applicable to the definitions contained in Clause GC:1 of the General Conditions for Construction Contracts.

E10.3 Quality Control

E10.3.1 Quality Control

(a) Testing and Approval of Materials

- (i) Material testing by a qualified independent testing laboratory approved by the Contract Administrator shall be required as per this Specification and as directed by the Contract Administrator. **The Contractor can expect to conduct two (2) to four (4) compaction tests per pickleball court and four (4) to six (6) compaction tests per tennis court.**
- (ii) The Contractor shall not proceed with each granular fill placement until test results have been reviewed and approval to proceed is granted by the Contract Administrator.
- (iii) The Contract Administrator will conduct a survey of the operation to verify installation of specified layer thickness.
- (iv) Non-conformity with the specified test requirements or compacted layer thickness will constitute sufficient grounds for rejection of the Work and may require removal and replacement by the Contractor at their own expense to the satisfaction of the Contract Administrator.

E10.4 Equipment

- (a) Equipment per Section 1.4 of CW 1110.

E10.5 Submittals

- (a) Provide submittals in accordance with the Specifications or as required by the Contract Administrator.

(i) Samples

- ◆ Submit for review samples as requested in respective Specification sections. Label samples with origin and intended use.
- ◆ Deliver samples prepaid to Contract Administrator.
- ◆ Notify Contract Administrator in writing, at time of submission of deviations in samples from requirements of the Specifications or Drawings.
- ◆ Where colour, pattern or texture is criterion, submit full range of samples.
- ◆ Adjustments made on samples by Contract Administrator are not intended to change Contract Price. If adjustments affect value of Work, state such in writing to Contract Administrator prior to proceeding with Work.
- ◆ Make changes in samples which Contract Administrator may require, consistent with the Specifications and Drawings.
- ◆ Reviewed and accepted samples will become standard of workmanship.

(ii) Photographic Documentation

- ◆ Submit electronic copy of colour digital photography in jpg format, standard resolution as directed by the Contract Administrator.
- ◆ Contractor to identify name and number of project and date of exposure.

(iii) As-Built Drawings

- ◆ Submit electronic file of as As-Built drawings in a timely manner, as per the Specifications, and as directed by the Contract Administrator.
- ◆ Contractor to stamp, date, and initial As-Built drawings prior to submitting.

E10.6 Shop Drawings and Product Data

- (a) Prepare and submit Shop Drawings and Product Data in accordance with Section 1.5 of CW 1110 and as an electronic file.
- (b) Shop Drawing and Product Data review and conditions will be conducted per Section 1.5 of CW 1110.

E10.7 Measurement and Payment

- (a) Quality Control requirements, Equipment, Submittals and Shop Drawings and Product Data will not be measured for payment and will be included with the Work unless otherwise indicated in the Specifications.

E11. EXCAVATION AND GRADING

E11.1 General Description

E11.1.1 This Specification shall amend and supplement CW 3110 and CW 3170. It shall cover the excavation and legal disposal of existing earthen materials and site grading for site drainage areas, asphaltic sport courts and pathways.

E11.1.2 If required by the Contract Administrator, layout and grades shall be established by a professional land surveyor.

E11.1.3 Excavation includes the removal of items (i.e., earthen materials) as indicated on the Drawings and as directed by the Contract Administrator. Work includes the satisfactory disposal of unsuitable Site material such as clays susceptible to frost-heaving, silts, rock, rubble, rubbish and any surplus suitable Site material.

E11.1.4 Work shall include but not be limited to the following:

- (a) Excavation for asphalt Tennis and Pickleball Courts as per SCD-305;
- (b) Excavation for asphalt Entrance Pathways to Sport Courts as per SCD-648; and
- (c) Excavation for Site drainage areas outside the Sport Court areas.

E11.1.5 Excavate, add clean fill if necessary, and grade to the limits shown on Drawings to the depths necessary to achieve finish grades indicated in the Drawings.

E11.1.6 All extraneous materials are to be removed from the Site and disposed of in a safe and legal manner.

E11.1.7 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

E11.2 Construction Methods

E11.2.1 Excavation

- (a) If required to achieve finished grades, stockpile suitable, approved material on Site for reuse (clean topsoil, clean earth fill,) in a secure location to the satisfaction of the Contract Administrator. Remove and dispose of unsuitable material.
- (b) Disposal of material shall be understood to mean the hauling of all unsuitable material from the Site and the unloading in a legal manner acceptable to the Contract Administrator. If arrangements are made in advance, excavated material may be disposed of on Site at a location designated by the Contract Administrator.
- (c) The Contractor must coordinate with the Contract Administrator to ensure all removals have occurred.
- (d) Excavate to the limits shown and as necessary to achieve finish grades as indicated on the Drawings. Where design grades are not shown, the new surface materials shall be installed to meet flush with surrounding grades, and sloped so as not to impede the existing drainage pattern.

- (e) The Contractor shall construct all sub-grades in accordance with the Drawings and CW 3110. This shall include the use of suitable compaction equipment as approved by the Contract Administrator to achieve a minimum compaction of 98% Standard Proctor Density below all asphalt paved areas, and 90% Standard Proctor Density in all other areas disturbed under this Contract unless otherwise indicated. Lifts shall not exceed a compacted thickness of 150 mm.
- (f) Where new sod will meet existing, employ a vertical shearing operation, such as using a sharp spade or edger, along the outside edges of the excavation to create a clean and definite line for the new sod to abut flush to.

E11.2.2 Grading

- (a) Site grading shall be as per the Drawings.
- (b) The design grade shall be considered to be straight grade between finished design elevations shown. Changes in grade at swales or where it meets existing sod shall be gently contoured to allow for ease of grass mowing operations.
- (c) Contractor to ensure site grading does not create tripping hazards and no areas of standing water remain.
- (d) If necessary, the Contractor shall import clean fill to achieve grades as per the Drawings.
- (e) Backfill shall be placed in a dry, thawed condition and shall be maintained free of moisture or frost.
- (f) In fill areas where the difference between the existing ground elevation and the new finished design elevation is less than 300 mm, the Contractor shall scarify the existing ground to a minimum depth of 50 mm prior to placement of any fill.
- (g) In areas where new grades are greater than 75 mm than existing grades, clean fill shall be used to achieve finished subgrade levels. Suitable clean fill can be used from On-Site grading operations. If additional clean fill is required, it must be hauled in from Off-Site. All costs in connection with importing clean clay fill are incidental and shall be included in the unit price bid for construction of the tennis court or site drainage areas.

E11.2.3 Finish Grading

- (a) Following earthmoving, rough grading and compaction, the Work areas shall be finish graded to provide a maximum deviation of 50 mm in 10 meters from the design grade with no low areas that hold water. The finished surface of all disturbed areas shall be dragged and smoothed in such a manner that there are no loose soil particles greater than 50 mm.
- (b) When grading for a field or swale, the grading work must be undertaken using earthmoving equipment that is guided by laser or GPS controlled data. Visual grade stakes shall also be installed to supplement the electronic data, unless otherwise agreed to by Contract Administrator.
- (c) All surplus fill material shall be removed and legally disposed off-site.
- (d) Do not disturb adjacent items designated to remain in place.

E11.3 Method of Measurement and Basis of Payment

- (a) Excavation and grading will be measured on a square meter basis for:
 - (i) "Site grading (outside of asphalt areas)" on Form B: Prices.
- (b) Excavation and grading for all asphalt surfacing shall be included in E15 Sport Court Asphaltic Concrete Pavement Works or E17 Asphalt Pavement.
- (c) No separate measurement will be made for excavation for the following items as these items are incidental to the Work therein:
 - (i) Import of clean fill to achieve rough grading grades and earthwork and site grading grades;
 - (ii) Retainment of services by the Contractor relating to survey or layout and establishing grades;

- (iii) Excavation of asphalt sport court area; and
- (iv) Excavation of asphalt pathways and seating areas.

E12. DRAIN BASINS

E12.1 Description

- (a) This Specification shall cover the supply and installation of one (1) drain basin including the frame, **lockable** cover and any associated fittings or accessories and appurtenances as well as any necessary repairs to sidewalks, turf or otherwise.

E12.2 Materials

- (a) One (1) 450 mm diameter Nyloplast 2824AG Drain Basin c/w lockable Standard Ductile Iron Grate and Frame (product #2499CGS), 300 mm sump depth and all required fittings specified by the Manufacturer and as shown on the Drawings and SCD-668.
- (b) Or approved substitute as per B7.

E12.3 Construction Methods

- (a) Drain basin to be installed in the location and to the design elevations shown on the Drawings.
- (b) The location of the drain basin shall be marked out on Site and reviewed by the Contract Administrator prior to installation.
- (c) Excavations at any time shall not exceed the amount of drain basins that can be installed and backfilled prior to the end of each Working Day.
- (d) Drain basin bedding and backfill in accordance with the Drawings, SCD-668, CW 2030 and SD-001 and SD-002.
- (e) The grades of the bottom of the drain basin are to be reviewed by the Contract Administrator prior to the installation of drain basin.
- (f) Non-woven filter fabric, as shown on the Drawings shall be supplied and installed in accordance with CW 3130.
- (g) Land Drainage Pipes shall be connected to the drain basin and to the existing concrete catch basin as per CW 2130 and the Drawings.

E12.4 Method of Measurement and Basis of Payment

E12.4.1 Method of Measurement shall be as follows:

- (a) Drain basins will be measured on a lump sum basis for:
 - (i) "Supply & install 450mm drain basin c/w frame, lockable cover and 300mm sump," on Form B: Prices
- (b) No separate measurement shall be made for connections to drainage pipes, drain basins, catch basins or manholes as this work is incidental to the Work herein.
- (c) No separate measurement shall be made for cutting and repairing the existing asphalt path as per SCD-648 as this is incidental to the Work herein.

E12.4.2 Basis of Payment shall be as follows:

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

E13. LAND DRAINAGE SEWER PIPE

E13.1 Description

- E13.1.1 This Specification shall amend and supplement CW 2130 "Gravity Sewers" and shall cover the supply and installation of land drainage sewer pipe, couplings, elbows, bends, tees and saddles associated with connections to proposed drain basins and the land drainage sewer.
- E13.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, materials testing and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.
- E13.2 Materials
- (a) PVC SDR35 or 200mm (8") Dia. Dual-wall HDPE Rigid Pipe ADS (product N12 WT #08650010IB). c/w all gaskets and fittings specified by the Manufacturer and CW2130 according to the lengths shown on the Drawings.
 - (b) Or approved substitute as per B7.
 - (i) **Pipe for connection from the 450mm Drain Basin to the Sewer System must be PVC SDR35**
- E13.3 Construction Methods
- (a) The land drainage pipes are to be installed as per CW 2130 "Gravity Sewers," and as shown on the Drawings.
 - (b) The layout of the land drainage pipes shall to be marked out on Site and reviewed by the Contract Administrator.
 - (c) Trenches shall be excavated as shown on the Drawings and in accordance with CW 2030 and CW 2130. 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 drainage pipe that can be installed and backfilled prior to the end of each Working Day.
 - (d) The bottoms of trenches are to be free of loose materials and shall have a constant slope as indicated on the Drawings. Over excavation of the trench shall be backfilled to the correct grade with compacted excavated material prior to placement of the land drainage pipe.
 - (e) Trench bedding and backfill in accordance with CW 2030 and SD-001 and SD-002.
 - (f) The grades of the bottom of the trench are to be reviewed by the Contract Administrator prior to the installation of land drainage pipe.
 - (g) Any damaged portion of the land drainage pipes shall be replaced or repaired by splicing in an undamaged section of like material at the Contractor's expense.
 - (h) Land Drainage Pipes shall be connected to each drain basin then finally, to the existing sewer system as per Manufacturer's specifications, CW2130 and the Drawings.
 - (i) The Contractor shall be responsible for cutting and restoring any asphalt pathways damaged during the Work under this section as per SCD-648.
 - (j) Land Drainage Pipe Restrictors shall be supplied and installed in accordance with Drawing C-01 and SD-025B. Diameter sizes as per C-01.
 - (k) **After the land drainage pipe has been installed and connections made to drain basins and manholes, the Contractor shall clean out the sewer pipes and supply the Contract Administrator with a video inspection of the interior of the entire length of all land drainage pipes.**
- E13.4 Method of Measurement and Basis of Payment
- E13.4.1 Method of Measurement shall be as follows:
- (a) Land drainage pipes will be measured on a linear metre basis for:
 - (i) "Supply and install land drainage pipe"; on Form B: Prices.

- (b) No separate measurement shall be made for sewer and drain basin connections as this work is incidental to the Work herein.
- (c) No separate measurement shall be made for sewer cleaning and video inspection as this work is incidental to the Work herein.
- (d) No separate measurement shall be made for the cutting and repair of the existing asphalt path as per SCD-648 as this is incidental to the Work herein.

E13.4.2 Basis of Payment shall be as follows:

- (a) Supply and Install Land Drainage Pipe will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
- (b) Price will also include all restoration work required, sewer cleaning and video inspection.

E14. SPORT COURT COMPACTED GRANULAR SUB-BASE AND BASE

E14.1 Description

E14.1.1 This Specification shall amend and supplement CW 3110 and shall cover the supply and installation of compacted granular sub-base and base for the Sport Court.

E14.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, materials testing and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

E14.2 General Instructions

E14.2.1 Quality Control

- (a) Testing and Approval of Materials
 - (i) **Further to Section 10, Quality Control, of CW 3110 and CW 3410, the Contractor shall obtain a qualified independent testing lab to conduct tests on materials to determine the acceptability of the sub-grade, sub-base, base course and asphaltic concrete as placed by the Contractor in accordance with the requirements of this Specification.**
 - (ii) The Contractor shall not proceed with each granular fill placement until test results have been reviewed and approval to proceed is granted by the Contract Administrator.
 - (iii) The Contract Administrator will conduct a survey of the operation to verify installation of specified layer thickness.
 - (iv) Non-conformity with the specified test requirements or compacted layer thickness will constitute sufficient grounds for rejection of the Work.

E14.2.2 Submittals

- (a) Samples
 - (i) Material samples may be required, at the discretion of the Contract Administrator, for materials supplied under this Specification.

E14.3 Excavation

E14.3.1 Description

- (a) This Specification shall be done in accordance with E11, CW 3170, CW 3110, and as indicated on the Drawings.
- (b) Excavation shall be understood to include all removal of existing insitu material necessary to achieve finished grade and as indicated and instructed on the Drawings and in accordance with E11.

- (c) The Contractor shall survey and stake out the proposed court area prior to the start of construction as shown on the construction drawings. Layout shall be checked and confirmed with Contract Administrator prior to construction.

E14.3.2 Construction Methods

- (a) Excavation shall be performed as per E11 and as outlined in Section 3.2 of CW 3310.
- (b) In locations where, existing trees root systems intersect with the pavement area, excavation shall be done carefully so as not to damage or sever any roots of the trees.
- (c) If any pavement exists at the limits of the designated area of removal, these shall be saw cut for the full depth of the pavement prior to the demolition and removal operations. All costs in connection with saw cutting are incidental and shall be included in the unit price bid for excavation.

E14.4 Sub-Grade Compaction

E14.4.1 Construction Methods

- (a) Sub-grade compaction shall be performed as outlined in Section 3.3 of CW 3110.
- (b) Sub-grade shall be free of any fibrous organics, softened and disturbed soil.
- (c) Compact areas of suitable sub-grade material for the full width of the excavation, to a minimum compaction of 98% Standard Proctor Density below all asphalt paved areas, and 90% Standard Proctor Density in all other areas disturbed under this Contract. If the sub-grade material cannot be compacted to the required density, the Contractor shall proceed as directed by the Contract Administrator.
- (d) The prepared sub-grade shall be proof rolled with a heavy sheep's foot roller (minimum 25 passes) and inspected by the Contract Administrator to detect for any soft spots prior to the placement of overlying granular fills.

E14.5 Geogrid/Geotextile Composite

E14.5.1 Description

- (a) Geogrid/Geotextile Composite shall be supplied in accordance with CW 3135.

E14.5.2 Materials

- (a) Geogrid/Geotextile Composite shall be Naue Combigrid 30/30; Titan Swamp Grid 30 or approved equal as per B7 and shall be supplied and placed in accordance with CW3135.
- (b) Geogrid/Geotextile Composite shall conform to the Products Approved as listed in City of Winnipeg Specification for Approved Products for Surface Works.
 - (i) https://legacy.winnipeg.ca/finance/findata/matmgt/std_const_spec/current/Docs/Approved_Product_Suppliers.pdf

E14.5.3 Construction Methods

- (a) Separation/reinforcement Geogrid/Geotextile Composite shall be installed as outlined in Section 3.0 of CW 3135.

E14.6 Crushed Limestone Materials

E14.6.1 Description

- (a) Crushed limestone Sub-base and Base Course material shall be supplied and installed in accordance with CW 3110 and as per the Drawings.

E14.6.2 Materials – Crushed Limestone

- (a) 300 mm layer of 50 mm down Sub-base course crushed limestone Granular C material as per CW 3110.
- (b) 150 mm layer of Base Course crushed limestone Granular C material as per CW 3110.

- (c) Notwithstanding current CW 3110 Section 1.2 Clause 1.2.7, Granular A, Granular B, and recycled aggregates or materials will not be accepted.

E14.6.3 Construction Methods

- (a) All limestone material shall be placed and compacted as specified to finished thickness as stated herein and as shown on the Drawings.
- (b) Sub-base and Base Course shall be compacted to a minimum of one hundred percent (100%) of Standard Proctor Density.

E14.7 Method of Measurement and Basis of Payment

- (a) Method of Measurement and Basis of Payment for Sport Court Compacted Granular Sub-Base and Base and geogrid shall be included in E15 Sport Court Asphaltic Concrete Pavement Works.
- (b) No measurement or payment will be made for material testing as this item is incidental to the Work herein.
- (c) No separate measurement or payment will be made for retainment of services by the Contractor relating to survey or layout and establishing grades as these items are incidental to the Work herein.

E15. **SPORT COURT ASPHALTIC CONCRETE PAVEMENT WORKS**

E15.1 Asphaltic Pavement

E15.1.1 Description

- (a) Sport Court Asphaltic Concrete Pavement Works shall be supplied and installed in accordance with City of Winnipeg Standard Construction Specification CW 3410, "Asphaltic Concrete Pavement Works."
- (b) The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, material testing and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

E15.1.2 Materials

- (a) Asphaltic Concrete shall be Modified Type 1A (Sport Court Mix) as specified in SCD-305 and to a compacted thickness of 75mm as shown on the Drawing

E15.1.3 Construction Methods

- (a) Sport Court Asphaltic Concrete shall be supplied and installed in accordance with the lines, grades and thickness shown on the Drawings, this specification and to City of Winnipeg Construction Specification CW 3410.
- (b) Geogrid/Geotextile, Sub-base and Base Course as specified in E14.

E15.1.4 Crack Repairs

E15.1.5 As a warranty requirement, the Contractor shall repair and seal any and all cracks which may appear in the Sport Court areas during the warranty period. Patching mix for use in cracks and other imperfections in the asphalt surface shall be supplied and installed in accordance E16, the Manufacturer's written specifications and to the satisfaction of the Contract Administrator.

- (a) All crack repairs shall also be recoated with colour matched sports court surfacing material as per E16.
- (b) Repaired area shall remain true to grade.
- (c) No separate payment will be made for these items as it is considered a warranty issue and shall fall under G.C.13 - Warranty.

E15.1.6 Quality Control for Hard Surfaced Areas

- (a) **Further to Section 10, Quality Control, of CW 3110 and CW 3410, the Contractor shall obtain a qualified independent testing lab to conduct tests on materials to determine the acceptability of the sub-grade, sub-base, base course and asphaltic concrete as placed by the Contractor in accordance with the requirements of this Specification.**
- (b) The Contractor shall not proceed with each granular fill placement or asphalt installation until compaction has reviewed and approval to proceed by the Contract Administrator.
- (c) The Contract Administrator will conduct a survey of the operation to verify installation of specified layer thickness.
- (d) Non-conformity with the specified test requirements or compacted layer thickness will constitute sufficient grounds for rejection of the Work.
- (e) The Contractor shall flood the asphalt court surface prior to applying sport court surfacing to ensure there are no depressions deeper than 2mm.

E15.2 Method of Measurement and Basis of Payment

- (a) Sport Court Asphaltic Concrete Pavement Works shall be measured on a square meter basis for:
 - (i) "Supply & install sport court asphaltic concrete pavement (Type 1A) including sub-base, base course and geogrid" on Form B: Prices.
 - (ii) No separate measurement will be made for the following items as these items are incidental to the Work herein:
 - (i) Excavation of asphalt sport courts;
 - (ii) Import of clean fill to achieve rough grading grades, earthwork and site grading grades;
 - (iii) Material testing;
 - (iv) Geogrid, sub-base and base course crushed limestone; and
 - (v) Sub-grade compaction.
- (b) Basis of Payment shall be as follows:
 - (a) Sport Court Asphaltic Concrete Pavement Works will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for "Supply & install sport court asphaltic concrete pavement (Type 1A) including sub-base, base course and geogrid" and supplying all labour, equipment and materials for asphalt surface, base, sub-base and geogrid, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
 - (b) If required by the Contract Administrator, no measurement will be made for material testing as this item is incidental to the Work herein.

E16. **SPORT COURT SURFACING**

E16.1 General Description

- (a) This Specification shall cover the supply and installation of acrylic sports court surfacing on asphalt and line painting of court markers.

E16.2 Materials

- E16.2.1 Patching mix for use in cracks, holes, depressions and other imperfections in the asphalt surface. This material shall be used in accordance with the Manufacturer's written specifications with regard to sand sizes, prime coats, and depth of depression, hole or crack.
- E16.2.2 Patching crack filler: for use in fine cracks and for minor cosmetic thin repairs and fills prior to filler course.
- E16.2.3 100% Acrylic Filler Course shall be:

- (a) Acrylic Resurfacer
- (i) Manufacturer: California Sports Surfaces – Acrylotex
 - (ii) Specifications: <https://plexipave.files.wordpress.com/2015/07/10-25acrylotexsystem-1.pdf>
 - (iii) Supplier & Installer:
 - ◆ Cords Park Mark Ltd.
3 Swann Drive
Winnipeg, MB R3R 3T9
Ph: (204) 895-1471
Fax: (204) 897-0576
- (b) Acrylic Resurfacer
- (i) Manufacturer: Laykold - Advantage
 - (ii) Specifications: https://ebinder.sportsbyapt.com/wp-content/uploads/2020/04/Laykold-Acrylic-Resurfacer-TDS_041520.pdf [LAYKOLD Acrylic Sport & Recreational Surfaces \(prairiesurfaces.ca\)](http://prairiesurfaces.ca)
 - (iii) Supplier & Installer:
 - ◆ Prairie Surfaces
45 Froese Crescent
Winnipeg, MB R4H 0E6
Ph: (204) 295-6910
- (c) Acrylic Resurfacer
- (i) Manufacturer: Nova Sports USA – Novacrylic
 - (ii) Specifications: [Combination Surface | Nova Sports U.S.A.](#)
 - (iii) Supplier & Installer:
 - ◆ Promark Linepainting Inc.
Winnipeg, MB
Ph: (204) 999-2008
- (d) Or approved substitute.

E16.2.4

Acrylic Color Playing Surface

- (a) Acrylic Color Playing Surface shall be:
- (i) Manufacturer: California Sports Surfaces - Acrylotex
 - (ii) Specifications: <https://plexipave.files.wordpress.com/2015/07/10-25acrylotexsystem-1.pdf>
 - (iii) Supplier & Installer:
 - ◆ Cords Park Mark Ltd.
3 Swann Drive
Winnipeg, MB R3R 3T9
Ph: (204) 895-1471
Fax: (204) 897-0576
- (b) Acrylic Color Playing Surface shall be:
- (i) Manufacturer: Laykold - Advantage
 - (ii) Specifications: [LAYKOLD Acrylic Sport & Recreational Surfaces \(prairiesurfaces.ca\)](http://prairiesurfaces.ca)
 - (iii) Supplier & Installer:
 - ◆ Prairie Surfaces
45 Froese Crescent

Headingley, MB R4H 0E6
Ph: (204) 295-6910

- (c) Acrylic Resurfacer
 - (i) Manufacturer: Nova Sports USA – Novacrylic
 - (ii) Specifications: [Combination Surface | Nova Sports U.S.A.](#)
 - (iii) Supplier & Installer:
 - ◆ Promark Linepainting Inc
 - Winnipeg, MB
 - Ph: (204) 999-2008

- (d) Or approved substitute
- (e) Court lines and colours as per the Drawings and SCD-341 and SCD-342.

E16.2.5 Line Paint

- (a) 100% acrylic resin containing no alkyds or vinyl constituents. Texturing shall be rounded silica sand. Percent solids by weight (minimum) 60.5.%. Weight: 12-12.3 lbs/gallon.
- (b) White colour for tennis and pickleball court lines and court colours as per the Drawings.

E16.3 Construction Methods

- E16.3.1 Clean all asphalt surfaces of loose dirt, oil, grease, leaves and other debris in strict accordance with Manufacturer's written specifications and to the satisfaction of the Contract Administrator.
- E16.3.2 Asphalt surface must be inspected and approved by the Contract Administrator prior to applying the Sport Court Surfacing.
- E16.3.3 Clean all holes and cracks.
- E16.3.4 Depressions holding enough water to cover a flat one dollar coin ("Loonie") shall be filled with patch mix. This step shall be accomplished prior to the squeegee draining. Define and mark all areas holding enough water to cover the one dollar coin. Spread court patch mix true to grade using a straight edge for strike off. Steel trowel or wood float patch so that the texture matches the surrounding area. Never add water to the mix. Light misting on surfaces and edges to feather in allowed as needed to maintain workability. All areas should be allowed to dry thoroughly and cure.
- E16.3.5 Filler course shall be applied to the clean underlying surface in one application to obtain a total quantity of not less than 47.3 to 63.2 square metres per litre 915 to 20 square yards per gallon) based on the material prior to dilution. Acrylic resurfacer may be used to pre-coat depressions and crack/hole repairs to achieve better planarity prior to filler course application.
- E16.3.6 Over a properly prepared surface of asphalt apply one coat of acrylic resurfacer according to the Manufacturer's written specifications.
- E16.3.7 Allow the application of acrylic resurfacer to dry thoroughly. Scrape off all edges and rough spots prior to the subsequent application of acrylic resurfacer or subsequent cushion or color playing surface system.
- E16.3.8 Line paint shall be 50 mm wide unless otherwise noted on the drawings. Lines shall be carefully laid out as per the Drawings. The area to be marked shall be taped to insure a crisp line edge. Line paint shall have a texture similar to the surrounding play surface. Application shall be made by brush or roller at the rate of recommended by the Manufacturer.

E16.4 Method of Measurement and Basis of Payment

- E16.4.1 Method of Measurement shall be as follows:
- (a) Supply and Install Sport Court Surfacing will be measured on a square metre basis for:
 - (i) "Supply & install acrylic sport court surfacing with lines" on Form B: Prices.
- E16.4.2 Basis of Payment shall be as follows:
- (a) Sports Court Surfacing will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on the Bid Form. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
- E17. ASPHALT PAVEMENT**
- E17.1 General Description
- E17.1.1 This Specification shall supplement CW 3110, CW 3130, and 3410 and shall cover the supply and installation of asphalt pathway adjacent to the sport courts.
- E17.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.
- E17.1.3 The use of recycled concrete as a base material will not be permitted.
- E17.2 General Instructions
- E17.2.1 Quality Control
- (a) Testing and Approval of Materials
 - (i) Material testing will be required as per this Specification and as directed by the Contract Administrator.
- E17.2.2 Submittals
- (a) Samples
 - (i) Material samples may be required, at the discretion of the Contract Administrator, for materials supplied under this Specification.
- E17.3 Excavation
- E17.3.1 Description
- (a) This specification shall be done in accordance with the Drawings, CW 3170, CW 3110, and as per SCD-648 as indicated on the Drawings.
 - (b) Excavation shall be understood to include all removal of existing insitu material necessary to achieve finished grade and as indicated on the Drawings.
 - (c) The Contractor shall survey and stake out the proposed asphalt pathway and court approach area prior to the start of construction as shown on the construction drawings. Layout shall be checked and confirmed with Contract Administrator prior to construction.
- E17.3.2 Construction Methods
- (a) Excavation shall be done in accordance with SCD-648 and as outlined in Section 3.2 of CW 3110.
 - (b) In locations where existing trees root systems intersect with the pavement area, excavation shall be done carefully so as not to damage or sever any roots of the trees.
 - (c) If any pavement exists at the limits of the designated area of removal, these shall be saw cut for the full depth of the pavement prior to the demolition and removal

operations. All costs in connection with saw cutting are incidental and shall be included in the unit price bid for excavation.

- (d) All excavated material shall be removed, hauled, and legally disposed of off-site to the satisfaction of the Contract Administrator.

E17.4 Sub-Grade Compaction

E17.4.1 Construction Methods

- (a) Sub-grade compaction shall be performed as outlined in Section 3.3 of CW 3110.
- (b) Sub-grade shall be free of any fibrous organics, softened and disturbed soil. The prepared sub-grade shall be proof rolled with a heavy sheep's foot roller (minimum 25 passes) and inspected by the Contract Administrator to detect for any soft spots prior to the placement of overlying granular fills.

E17.5 Geotextile Fabric

E17.5.1 Description

- (a) Geotextile Fabric shall be placed in accordance with CW 3130.

E17.5.2 Materials

- (a) The separation/ reinforcement non-woven geotextile fabric shall conform to the Products Approved as listed in City of Winnipeg Specification for Approved Products for Surface Works.
 - (i) https://www.winnipeg.ca/finance/findata/matmgt/std_const_spec/current/Docs/Approved_Products_Surface_Works.pdf

E17.5.3 Construction Methods

- (a) Separation/ Reinforcement geotextile fabric shall be installed as outlined in Section 3.1 of CW 3110.

E17.6 Crushed Limestone Sub-base and Base Course Material

E17.6.1 Description

- (a) Crushed limestone Sub-base and Base course material shall be supplied and installed in accordance with CW 3110 and SCD-648.

E17.6.2 Materials

- (a) Sub-Base Course: 150 mm layer of Sub-base Course crushed limestone Granular C material as per SCD-648 and CW 3110.
- (b) Base Course: 50 mm layer of Base Course crushed limestone Granular C material as per SCD-648 and CW 3110.

E17.6.3 Construction Methods

- (a) Crushed limestone sub-base and base material shall be supplied and installed as outlined in CW 3110.
- (b) All limestone sub-base and base material shall be placed and compacted as specified to a finished thickness as shown on the Drawings and SCD-648.

E17.7 Asphaltic Pavement

E17.7.1 Description

- (a) Asphaltic Pavement for the pathway and court approach area shall be supplied and installed in accordance with City of Winnipeg Standard Construction Specification CW 3410 "Asphaltic Concrete Pavement Works".

E17.7.2 This Specification shall supplement the Drawings and SCD-648 and shall cover the supply and installation of asphaltic concrete pavement.

E17.7.3 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, material testing and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

E17.8 Materials

E17.8.1 Asphaltic Concrete shall be Type 1A as specified and to a compacted thickness of 75mm (3") as shown on the Drawings.

- (a) No recycled materials to be used in asphalt mix.

E17.9 Crack Sealing

- (a) As a Warranty requirement, the Contractor shall rout and seal any and all cracks which may appear in the pathways during the one-year warranty period. Crack sealing shall conform to the requirements of City of Winnipeg Standard Construction CW 3250.
- (b) No separate payment will be made for this item as it is considered a warranty issue and shall fall under GC.13- Warranty.

E17.10 Quality Control for Hard Surfaced Areas

- (a) Further to Section 10, Quality Control, of CW 3110 and CW 3410, the Contractor shall obtain a qualified independent testing lab to conduct tests on materials to determine the acceptability of the sub-grade, sub-base, base course and asphaltic concrete as placed by the Contractor in accordance with the requirements of this Specification.
- (b) The Contractor shall not proceed with asphalt installation until test results have been reviewed and approval to proceed is granted by the Contract Administrator.
- (c) The Contract Administrator will conduct a survey of the operation to verify installation of specified layer thickness.
- (d) Non-conformity with the specified test requirements or compacted layer thickness will constitute sufficient grounds for rejection of the Work.

E17.11 Method of Measurement and Basis of Payment

E17.11.1 Asphalt pathway works shall be measured on a square metre basis for:

- (a) "Supply & install asphalt pathway and seating area including sub-base, base course and geotextile" on Form B: Prices.
- (b) No separate measurement will be made for the following items as these items are incidental to the Work herein:
 - (i) Excavation of asphalt pathways;
 - (ii) Import of clean fill to achieve rough grading grades, earthwork and site grading grades;
 - (iii) Material testing
 - (iv) Sub-grade compaction
 - (v) Non-woven geotextile, sub-base and base course crushed limestone

E17.11.2 Basis of Payment shall be as follows:

- (a) Asphalt pathway works will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for "Supply and install asphalt pathway," including excavation and grading, importation of clean clay fill if required, material testing, sub-grade compaction, non-woven geotextile, sub-base and base course crushed limestone, asphalt pavement as per SCD-648 supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E18. CHAIN LINK FENCING AND GATES

E18.1 Description

E18.1.1 The Work to be done by the Contractor under this specification shall include the furnishing of all superintendence, overhead labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work as shown on the Drawings and as hereinafter specified, including, but not necessarily confined to the following:

- (a) Supply and Install 3m high chain link perimeter fencing c/w three lockable pedestrian access gates and two chain link vehicle access gates;
- (b) Supply and install 1.2m high chain link interior fencing.

E18.1.2 This specification supplements and amends CW 3550 - Chain Link Fencing.

E18.2 Materials

E18.2.1 All materials, supplied under this specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.

E18.2.2 Chain link fencing and gates shall be as specified in CW 3550 and on Drawings.

E18.2.3 All fencing and gates to have knuckled top and bottom fabric.

E18.2.4 Vehicle access gate shall include a pad lock protective box.

E18.2.5 Vehicle access gates shall have be double swing and include solid wheels.

E18.3 Construction Methods

E18.3.1 As per the Drawings and CW 3550.

E18.3.2 Install lockable pedestrian access gate as per manufacturer's recommendation and CW 3550.

E18.3.3 Install vehicle access gate as per manufacturer's recommendation and CW 3550.

E18.4 Method of Measurement and Basis of Payment

E18.4.1 Method of Measurement shall be as follows:

- (a) Chain link fencing will be measured on a lineal meter basis for the following items:
 - (i) "Supply & install 3m (10') tall chain link perimeter fencing c/w 3 lockable pedestrian access gates"; and
 - (ii) "Supply & install 1.2m (4') tall chain link interior fencing" on Form B: Prices
- (b) Chain link vehicle access gate will be measured on a lump sum basis for the following items:
 - (i) "Supply and install chain link vehicle gate" on Form B: Prices.

E18.4.2 Basis of Payment shall be as follows:

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

E19. TENNIS AND PICKLEBALL COURT ACCESSORIES

E19.1 General Description

E19.1.1 This Specification shall cover the supply and installation of tennis and pickleball nets, posts and other accessories. The Work to be done by the Contractor shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all

other things necessary for and incidental to the satisfactory performance and completion of all Work as shown on the Drawings and as hereinafter specified.

E19.2 Materials

(a) Pickleball:

- (i) Pickleball Posts as manufactured by Douglas Sports Equipment, or approved substitute. Post model number: Premier XS-36 c/w plated steel gears, green colour.
- (ii) Ground Sleeves for Premier XS-36 posts shall be Douglas Sports Equipment model number GS-24RD/AL.
- (iii) Pickleball nets as manufactured by Douglas Sports Equipment, model number JTN-30 or approved substitute in accordance with B7. Nets may require modification by the manufacturer or Contractor to fit custom spacing between posts.
- (iv) Pickleball center pipe net anchors as per SCD-301, ordered from the City of Winnipeg, Public Works East Yards Complex at 960 Thomas Ave, Winnipeg.
 - ◆ To order City of Winnipeg centre pipe net anchors, email: pwd-cps-orderdesk@winnipeg.ca
 - ◆ Product Number: SCD-301
 - ◆ Specification SCD-301.

(b) Tennis:

- (i) Tennis Posts as manufactured by Douglas Sports Equipment, or approved substitute. Post model number: DTP 37, green color.
- (ii) Tennis nets as manufactured by Douglas Sports Equipment, or approved substitute. Net model number: #30030 TN-30DM. Nets may require modification by the manufacturer or Contractor to fit custom spacing between posts.
- (iii) Tennis center pipe net anchors as per SCD-301, ordered from the City of Winnipeg, Public Works East Yards Complex at 960 Thomas Ave, Winnipeg.
 - ◆ To order City of Winnipeg centre pipe net anchors, email: pwd-cps-orderdesk@winnipeg.ca
 - ◆ Product Number: SCD-301
 - ◆ Specification SCD-301.

E19.3 Construction Methods

E19.3.1 General

- (a) All furnishings and fixtures to be installed plumb and true to correct elevations and location, as directed the Contract Administrator. The Contractor shall confirm proposed locations of all equipment with Contract Administrator prior to installation.
- (b) All equipment and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering, which will injure or distort fixture, is prohibited.
- (c) No concrete work shall commence until the excavation has been completed in accordance with the with the drawings, the current version of CW 3110 and inspected and approved by the Contract Administrator.

E19.3.2 Posts, Ground Sleeves and Net

- (a) Pickleball and Tennis posts to be installed into concrete pile c/w ground sleeve as per SCD-301 at locations shown on the drawings. Piles to be 400mm in diameter x 4500mm deep and reinforced with steel cage.
- (b) When installing post, use bottom collar to ensure post height is 914 mm above the court surface and in accordance with the manufacturer's specifications.
- (c) The pickleball post footings should be placed 300mm outside the court on each side.
- (d) Holes in the asphalt shall be cored for the installation of the Centre Pipe Net Anchors. Centre Pipe Net Anchors are to driven in flush with the proposed finished surface with the hot rolled round bar pin installed parallel to the net line. Anchors are to be

centered between pickleball net posts. Patch gaps between pipe and asphalt with a non-shrink construction grout prior to final surface application.

(e) All concrete used in installation is to meet CW 2160.

E19.3.3 Method of Measurement shall be as follows:

(a) Sports Standards will be measured on a per unit basis for:

- (i) "Supply & install pickleball posts & net (one set = two posts w/piles, one net, and one net anchor post)"; and,
- (ii) "Supply & install tennis posts & net (one set = two posts w/piles, one net, and one net anchor post", on Form B: Prices.

E19.3.4 Basis of Payment shall be as follows:

(a) Sports Standards will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on the Bid Form. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator. Each installation (set) shall include excavation and installation of concrete piles c/w reinforcing steel, posts, ground sleeves, centre pipe net anchor and net satisfactorily installed in accordance with this Specification, accepted and measured by the Contract Administrator.

E20. SITE FURNISHINGS

E20.1 General Description

E20.1.1 This Specification shall cover the **supply and installation** of City of Winnipeg supplied site furniture and supply and installation of bicycle racks as per the Drawings.

E20.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

E20.2 Materials

E20.2.1 All materials supplied under this specification shall be of a type approved by the Contract Administrator, and subject to inspection and testing by the Contract Administrator.

E20.2.2 All site furnishings shall be as per the Drawings.

E20.2.3 Ordering

(a) To order City of Winnipeg supplied site furnishings email: pwd-cps-orderdesk@winnipeg.ca

E20.2.4 City of Winnipeg Site Furnishings:

(a) Tache Backless Bench Composite with Arms x 2 - **Cost \$1080.00 + taxes**

- (i) Product Number: 52501086GLV
- (ii) Finish:
 - ◆ Composite Slats: Cedar Tone Finish
 - ◆ Metal: Galvanized
- (iii) Specification:
 - ◆ SCD-121D

(b) Tache Style Wheelchair Metal Frame Picnic Table x 1 **Cost \$1804 + taxes**

- (i) Product Number: per SCD-122A
- (ii) Finish:
 - ◆ Wood Finish: Latex Paint, Colour: Cedar
 - ◆ Metal: Galvanized

- (c) English Park Sign with Address Double Sided x1 - **Cost \$1632.00 + taxes**
 - (i) Product Number: 52501103
 - (ii) Park Sign Wording:
 - ◆ Park Name: to be provided by Contract Administrator
 - ◆ Park Address: to be provided by Contract Administrator
 - (iii) Specification:
 - ◆ SCD-153

E20.3 Construction Methods

- E20.3.1 All Work is to be located and installed in accordance with the Drawings, and associated SCDs and/or Manufacturer's written instructions and specifications, using approved non-rusting, tamper resistant fasteners to ensure solid, durable, finished work suitable for the purpose intended. Fasteners and assembly hardware shall be incidental to the Work.
- E20.3.2 All furnishings and fixtures to be installed plumb and true to correct elevations and location, as directed by the Contract Administrator. The Contractor shall confirm proposed locations of all site furnishings with Contract Administrator prior to installation.
- E20.3.3 All furnishings and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering is prohibited.
 - (a) Damaged Site Furnishings will not be accepted.
- E20.3.4 Concrete Foundations
 - (a) Concrete foundation construction as per SCD-121D, CW 2160 and CW 3310.

E20.4 Method of Measurement and Basis of Payment

- E20.4.1 Method of Measurement shall be as follows:
 - (a) Supply and installation of Site Furnishings will be measured at the Contract Unit Price per unit for:
 - (i) "Supply & install tache backless benches";
 - (ii) "Supply & install accessible picnic table"; and
 - (iii) "Supply & install park sign" on Form B: Prices
 - (iv) Price shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the work included in this Specification.
- E20.4.2 Basis of Payment shall be as follows:
 - (a) Site Furnishings will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. The price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E21. **TOPSOIL AND SODDING**

E21.1 General Description

- E21.1.1 This Specification shall amend and supplement CW 3510, and CW 3540 and cover the supply and installation of topsoil and sod.
 - (a) The Contractor shall install mineral sod and a minimum 75 mm (for sod) compacted thickness of topsoil, as required.
- E21.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

E21.2 General Instructions

E21.2.1 Quality Control

(a) Testing and Approval of Materials

- (i) Material testing may be required as per this Specification and as directed by the Contract Administrator.

E21.3 Materials and Construction Methods

E21.3.1 Topsoil shall be as per CW 3540.

E21.3.2 Sod shall be as per CW 3510.

E21.3.3 The Contractor shall install sod in locations as shown on Drawings to cover areas indicated on Drawings.

E21.3.4 Any areas damaged beyond the areas indicated on the Drawings shall be the responsibility of the Contractor to restore through use of topsoil and sod, unless otherwise approved by the Contract Administrator.

E21.3.5 Areas to be sodded are to be laid out on Site and approved by the Contract Administrator before commencing Work. Work outside the limit approved by the Contract Administrator will not be measured and will not be paid for under this section but considered incidental to the Work.

E21.3.6 Where new sod will meet existing, employ a vertical shearing operation, such as using a sharp spade or edger, along the outside edges of the excavation to create a clean and definite line for the new sod to abut flush to.

E21.3.7 Low Spots and/or Ruts

- (a) The Contractor shall install topsoil and seed in areas where ruts and low spots presently exist. This shall be identified on Site by the Contract Administrator.

E21.3.8 Restoration shall be achieved using topsoil and sod unless otherwise directed by the Contract Administrator.

E21.3.9 After completion, extents of new sod shall be clearly marked with stakes and/or flags for the duration of maintenance period. The Contractor shall provide adequate protection of sodded areas from erosion, pedestrian and mechanical damage and shall only remove such protection after the sodded area has been accepted by the City sod inspector or designate.

E21.4 Maintenance Period

E21.4.1 Thirty (30) day maintenance period on sod and seed will commence at Total Performance and acceptance.

E21.4.2 Termination of maintenance period

- (a) Termination of maintenance period for sod per Section 9.10 of CW 3510.

E21.5 Method of Measurement and Basis of Payment

E21.5.1 Method of Measurement shall be as follows:

- (a) Topsoil and Sodding will be measured on a per square metre basis for:
 - (i) "Supply & install topsoil and sod" on Form B: Prices.

E21.5.2 Basis of Payment shall be as follows:

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