



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 363-2025**

**EAGLEWOOD PARK BASKETBALL COURT DEVELOPMENT**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 Eaglewood Park Basketball Court Development

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 25, 2025.

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.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

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

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

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

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

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

### **B5. CONFIDENTIALITY**

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

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

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

## **B6. ADDENDA**

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B6.4 The Bidder is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

## **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](http://www.merx.com).
- B8.3.1 Bids will **only** be accepted electronically through MERX.
- B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with 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.

B10.2 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) Prairie Surfaces for sport court surfacing information; and
- (b) Cords Park Mark Ltd for sport court surfacing information.

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

B12.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

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

- (a) other commitments;

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

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
  - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of 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 B13.6 and D7).

#### **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 B.13(d), the Bidder shall within five (5) Business Days of a request by the Contract Administrator, provide a completed Social Procurement Plan.**

#### **B13.6 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.**

B13.7 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B13.8 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

#### **B14. 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](http://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](http://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 there from (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

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

- B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in 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 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 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.
- B18.4 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.
- B18.4.1 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.
- B18.5 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 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the 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 development of a new basketball court and pathway.
- D2.2 The major components of the Work are as follows:
- (a) Removals;
  - (b) Excavation for new basketball court area, and pathway;
  - (c) Subgrade compaction;
  - (d) Site grading;
  - (e) Material Testing;
  - (f) Installation of geogrid/geotextile composite;
  - (g) Supply, install & compact granular sub-base and base course materials;
  - (h) Supply & install asphalt surfacing;
  - (i) Supply & install Cushion Court Surfacing material with lines;
  - (j) Supply & install chain link fencing with gates;
  - (k) Supply & install hoops and nets;
  - (l) Supply & install benches;
  - (m) Supply & install bike rack; and
  - (n) Supply & install topsoil and sod

#### D3. SITE INVESTIGATION DUE DILIGENCE AND RISK

- D3.1 Notwithstanding C3.1, the Contractor acknowledges that the site investigation reports and other site information included in this Tender have been provided to it and may be relied upon by the Contractor to the extent that the Contractor uses Good Industry Practice in interpreting such report(s) and site information and carries out the Work in accordance with Good Industry Practice based upon such report(s) and the information contained in them and such other site information. In the event that a site condition related to:
- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
  - (b) the Site conditions, including but not limited to subsurface hazardous materials or other concealed physical conditions;
  - (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
  - (d) the nature, quality or quantity of the Plant needed to perform the Work;
  - (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
  - (f) all other matters which could in any way affect the performance of the Work;

that could not have been “properly inferable”, “readily apparent” and readily discoverable” using Good Industry Practice by the Contractor, results in additional Work which is a direct result of this newly discovered site condition, such additional Work will be considered by the City under Changes in Work.

#### **D4. DEFINITIONS**

D4.1 When used in this Tender:

- (a) “**CW**” means current City of Winnipeg Standard Construction Specification;
- (b) “**Payment Certification**” means the Contract Administrator’s statement of the sums certified to be paid by the City to the Contractor with reference to its interim and final progress estimates and/or the Contractor’s Proper Invoice;
- (c) “**Proper Invoice**” means the definition within *The Builders’ Liens Act*, R.S.M. 1987, c. B91 and any subsequent amendments thereto, and also includes the criteria to be included in an invoice, as set out in the Measurement and Payment provisions of the Contract;
- (d) “**SCD**” means current City of Winnipeg Parks Planning Standard Construction Detail Drawings;
- (e) “**SD**” means current City of Winnipeg Standard Construction Detail;
- (f) “**Supply Chain Disruption**” means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;
- (g) “**The Builders’ Liens Act**” or “**the BLA**” means *The Builders’ Liens Act*, R.S.M. 1987, c. B91 and any subsequent amendments thereto.

D4.2 Notwithstanding C1.1, when used in this Tender:

#### **D5. CONTRACT ADMINISTRATOR**

D5.1 The Contract Administrator is:

Melanie Andrushko  
Landscape Designer

Telephone No. 204 583-2006

Email Address mandrushko@winnipeg.ca

D5.2 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.

#### **D6. CONTRACTOR'S SUPERVISOR**

D6.1 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.

#### **D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

D7.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation (“CSSR”) to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D7.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise

acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D7.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

## **D8. SUPPLIER CODE OF CONDUCT**

D8.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>

D8.2 The Contractor agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal from the Contractor signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.

D8.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

## **D9. UNFAIR LABOUR PRACTICES**

D9.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.

D9.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.

D9.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).

D9.4 Failure to provide the evidence required under D9.3, may be determined to be an event of default in accordance with C18.

D9.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.

- D9.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D9.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D9.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D9.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

## **SUBMISSIONS**

### **D10. AUTHORITY TO CARRY ON BUSINESS**

- D10.1 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.

### **D11. SAFE WORK PLAN**

- D11.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D11.2 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>
- D11.3 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.

### **D12. INSURANCE**

- D12.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
  - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;



- (c) all risks installation floater, carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D12.2 Deductibles shall be borne by the Contractor.

D12.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.

D12.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

### **D13. CONTRACT SECURITY**

D13.1 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.

D13.1.1 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/>

D13.1.2 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 D13.1.2(b).
- D13.1.3 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.
- D13.1.4 Digital bonds passing the verification process will be treated as original and authentic.
- D13.1.5 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.
- D13.2 The Contractor shall provide the Contract Administrator identified in D5 with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order or an award letter and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D13.3 Where the Contract Security is provided in accordance with D13.1(a) and D13.1(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 D13.1(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.

#### **D14. SUBCONTRACTOR LIST**

- D14.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

#### **D15. DETAILED WORK SCHEDULE**

- D15.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D15.2 The detailed work schedule shall consist of the following:
  - (a) Removal of trees and existing park sign;
  - (b) Excavation of court area and entrance approach;
  - (c) Preparation of court area, pathway and entrance approach subgrade;
  - (d) Subgrade compaction and geotextile and geogrid/geotextile composite installation;
  - (e) Installation and compaction of sub-base and base course material;
  - (f) Installation of benches, basketball hoops and posts;
  - (g) Installation of asphalt;
  - (h) Installation of sport court surfacing and lines;

- (i) Installation of topsoil and sod; and  
all acceptable to the Contract Administrator.

D15.3 Other milestone dates appropriate to this project should also be included to make the Contract Administrator aware of them.

#### **D16. PARK ACCESS RESTRICTIONS**

- D16.1 The Contractor shall ensure that the construction site is secured and that the public does not gain access to the work areas using adequate and applicable signage, fencing and barricades to the satisfaction of the Contract Administrator.
- D16.2 At a minimum, the Contractor shall review the site conditions on a daily basis to ensure that all features related to Park Access Restrictions are in place. The site review is intended to correct deficiencies as a result of unforeseen events such as wind, traffic, or the general public. Deficiencies that are direct result of the Contractors actions must be corrected immediately.
- D16.3 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained as per D15.
- D16.4 Park access to and securement of 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.

#### **SCHEDULE OF WORK**

##### **D17. COMMENCEMENT**

- D17.1 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.
- D17.2 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 D10;
    - (ii) evidence of the workers compensation coverage specified in C6.15;
    - (iii) the Safe Work Plan specified in D11;
    - (iv) evidence of the insurance specified in D12;
    - (v) the contract security specified in D13;
    - (vi) the Subcontractor list specified in D14;
    - (vii) the detailed work schedule specified in D15;
    - (viii) the direct deposit application form specified in D26.
  - (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.
- D17.3 The Contractor shall not commence the Work on the Site before May 15, 2025.

##### **D18. SUBSTANTIAL PERFORMANCE**

- D18.1 The Contractor shall achieve Substantial Performance within twenty-five (25) consecutive Working Days of the commencement of the Work as specified in D17.
- D18.2 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.

- D18.3 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.

**D19. TOTAL PERFORMANCE**

- D19.1 The Contractor shall achieve Total Performance within thirty (30) consecutive Working Days of the commencement of the Work as specified in D17.
- D19.2 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.
- D19.3 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.

**D20. LIQUIDATED DAMAGES**

- D20.1 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.
- D20.2 The amount specified for liquidated damages in D20.1 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.
- D20.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

**D21. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

- D21.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.
- D21.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D21.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D21.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D21.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D21.5 The Work schedule, including the durations identified in D17 to D19 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.

- D21.6 Where Work not previously identified is being carried over solely as a result of delays related to Supply Chain Disruption, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to Supply Chain Disruption, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.
- D21.7 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

**D22. SCHEDULED MAINTENANCE**

- D22.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Sod maintenance as specified in E22;
- D22.2 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**

**D23. JOB MEETINGS**

- D23.1 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.
- D23.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

**D24. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D24.1 Further to C6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

**D25. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

- D25.1 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.

**INVOICES & MEASUREMENT AND PAYMENT**

**D26. MEASUREMENT AND PAYMENT**

- D26.1 C12.2 is deleted and replaced with the following:
- C12.2 The amounts to be paid by the City to the Contractor shall be as set out in the Payment Certification. In the event the Payment Certification does not align with the Contractor's

Proper Invoice and payment by the City to the Contractor is not made, or not going to be made, for the invoiced amount within 28 Calendar Days of receipt of the Proper Invoice, the City will issue a notice of non-payment to the Contractor in accordance with the BLA.

C12.2.1 For unit price Contracts, such sums shall be determined by the Contract Administrator upon the basis of the unit prices for the various classes of the Work stated on Form B: Prices. The total amount to be paid to the Contractor for the Work will be the amount arrived at by measuring the amount of each class of the Work listed on Form B: Prices and performed in accordance with the Contract, and pricing the same, in accordance with the unit prices stated thereon.

C12.2.2 For lump sum Contracts, such sums shall be determined by the Contract Administrator upon the basis of the lump sum price stated on Form B: Prices, if applicable, but in any event the lump sum price broken down into the percentage completed for each portion of the Work, commonly referred to as detailed prices.

D26.2 C12.7 to C12.15 are deleted and replaced with the following:

C12.7 After the end of each month, the Contractor shall submit a Proper Invoice including documentation that details the type, quantity and value of Work performed during the previous month, in accordance with C12.2.

C12.8 The Contract Administrator will review the Proper Invoice and produce its Payment Certification accordingly.

C12.9 Any payment made by the City to the Contractor on account of a Proper Invoice shall be less any holdback required to be made by The Builders' Liens Act, and such holdbacks or other amounts which the City is entitled to withhold pursuant to the Contract.

C12.10 If in the Contractor's opinion the Work performed during the previous month is minimal or does not warrant an invoice, the Contractor is permitted to not submit an invoice on the condition that the Contractor advises the Contractor Administrator in writing.

C12.11 Unless agreed to by the Contract Administrator, in writing, on an exception basis, the Contractor shall not submit invoices more frequently than monthly.

C12.12 Any reference to payment submittals or payment processes in the NMS Sections of the Contract are deleted and replaced with the payment submittals and payment processes within Section C12 of the General Conditions, as amended by the Supplemental Conditions.

## **FINAL PAYMENT**

C12.13 The Contractor shall indicate on its invoice if it is the final invoice for Work performed under the Contract. Payment Certification, in response to receipt of the final Proper Invoice by the Contractor, shall be subject to the following conditions:

- (a) issuance by the Contract Administrator of a certificate of Total Performance;
- (b) receipt by the City of a certificate from the Workers Compensation Board stating that full payment has been made to the Board with respect to all assessments owing.

C12.14 Payment on account of the holdback made by the City pursuant to The Builders' Liens Act, shall be paid to the Contractor when the time for filing liens or trust claims has elapsed, unless the City is in receipt of a lien or trust claim.

C12.15 Neither the issuance of a certificate of Total Performance nor the payment of the final Proper Invoice shall relieve the Contractor from their responsibilities either under C13 or

as a result of any breach of the Contract by the Contractor including, but not limited to, defective or deficient Work appearing after Total Performance, nor shall it conclude or prejudice any of the powers of the Contract Administrator or the Chief Administrative Officer hereunder.

C12.16 Subject to C12.17, acceptance by the Contractor of payment on account of the final Proper Invoice shall constitute a waiver and release by them of all claims against the City whether for payment for Work done, damages or otherwise arising out of the Contract.

C12.17 If the Contractor disputes a Payment Certification related to a notice of non-payment by the City to the Contractor in accordance with the BLA, the Contractor may appeal the determination of the Contract Administrator to the Chief Administrative Officer as provided for in C21. If prior to the appeal being concluded, the Contractor gives a notice of adjudication to the City pursuant to the BLA, the appeal process will be discontinued.

## INVOICES

D26.3 Further to C12, the Contractor:

- (a) shall submit invoices for Work performed during the previous calendar month in accordance with the instruction on the City's website at:  
<https://www.winnipeg.ca/finance/corporate-accounts-payable.stm>; and
- (b) should copy the Contract Administrator on submission of its invoice.

## D27. PAYMENT

D27.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [https://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf)

## WARRANTY

### D28. WARRANTY

D28.1 Warranty is as stated in C13.

## DISPUTE RESOLUTION

### D29. DISPUTE RESOLUTION

D29.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D29.

D29.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D29.3 The entire text of C21.5 is deleted, and amended to read:

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

- D29.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
  - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
    - (i) The Contract Administrator;
    - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
    - (iii) Department Head.
- D29.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D29.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D29.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D29.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D29.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

## INDEMNITY

### D30. INDEMNITY

- D30.1 Indemnity shall be as stated in C17.
- D30.2 Notwithstanding C17.1, the Contractor shall save harmless and indemnify the City in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the Contractor, their Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
- (a) accidental injury to or death of any person whether retained by or in the employ of the contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
  - (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
  - (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
  - (d) any claim for lien or trust claim served upon the City pursuant to The Builders' Liens Act;
  - (e) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;



- (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
- (g) inaccuracies in any information provided to the City by the Contractor.

D30.3 Further to C17, The City shall save harmless and indemnify the Contractor in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the City, their employees or agents in the performance of its obligation under the Contract.

### THIRD PARTY AGREEMENTS

#### D31. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D31.1 Funding for the Work of the Contract is being provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada and accordingly, as required by the applicable funding agreements, the following terms and conditions shall apply.

D31.2 For the purposes of D31:

- (a) **“Government of Canada”** includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) **“Government of Manitoba”** includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D31.3 Indemnification By Contractor

D31.3.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D31.3.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
- (b) any damage to or loss or destruction of property of any person; or
- (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

D31.4 Records Retention and Audits

D31.4.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D31.4.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total

Performance, all records, documents, and contracts referred to in D31.4.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

**D31.5 Other Obligations**

- D31.5.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D31.5.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D31.5.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D31.5.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D31.5.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D31.5.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

**ADJUSTMENTS FOR CHANGES IN LAWS, TAXES, OR TARIFFS**

**D32. ADJUSTMENTS FOR CHANGES IN LAWS, TAXES OR TARIFFS**

- D32.1 Further to C12.4 and subject to C6.13, the Contract Price shall be adjusted if any change in a law or tax imposed under the Excise Act, the Excise Tax Act, the Customs Act, the Customs Tariff, The Mining Tax Act (Manitoba), or The Retail Sales Tax Act (Manitoba), by an act of the Congress of the United States of America, or by Executive Order by the President of the United States under the International Emergency Economic Powers Act of the United States of America or similar legislation:
- (a) occurs after the Submission Deadline;
  - (b) applies to Material; and
  - (c) affects the cost of that Material to the Contractor.

D32.2 Further to C12.5, if a change referred to in C12.4 occurs, the Contract Price shall be increased or decreased by an amount equal to the amount that is established, by an examination of the relevant records of the Contractor, to be the increase or decrease in the cost incurred that is directly attributable to that change, and which the Contractor has proven to the Contract Administrator represents the minimum amount of increase necessary in order to obtain necessary Material or Plant. For the avoidance of doubt, the Contractor shall be required to provide satisfactory proof that it has investigated alternative options for obtaining equivalent Material or Plant and reducing or eliminating the increase in Contract Price, up to and including entering into purchase agreements with vendors located in other jurisdictions, in order for Contractor to be able to avail itself of the increase in Contract Price permitted under this clause.

(See D14)

## EAGLEWOOD PARK BASKETBALL COURT DEVELOPMENT

[illegible]

## 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 3010	Clearing and Grubbing
CW 3110	Sub-Grade, Sub-Base and Base Course Construction
CW 3130	Supply and Installation of Geotextile Fabrics
CW 3135	Supply and Installation of Geogrid
CW 3170	Earthwork and Grading
CW 3310	Portland Cement Concrete Pavement Works
CW 3410	Asphaltic Concrete Pavement Works
CW 3510	Sodding
CW 3540	Topsoil and Finish Grading for Establishment of Turf Areas
CW 3550	Chain Link Fence

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
E.36 – A	Eaglewood Park – Basketball Court Development – Existing Conditions & Removals
E.36 – B	Eaglewood Park – Basketball Court Development – Materials & Layout Plan
E.36 - C	Eaglewood Park – Basketball Court Development – Grading Plan
SCD-121C	Tache Backless Bench Composite with Arms
SCD-300	Basketball Standard Concrete Pile Detail
SCD-304	Tennis and Basketball Fencing and Gate Detail
SCD-305	Sports Court Typical Pavement Section
SCD-320-R1	High School Basketball
SCD-648-R2	Park Pathway Asphalt
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.

- 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. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES**

- E3.1 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.
- E3.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.
- E3.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.
- E3.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.
- E3.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.
- E3.6 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.

**E4. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY**

- E4.1 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.
- E4.2 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.

E4.3 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.

E4.4 No separate measurement or payment will be made for the protection of trees.

## **E5. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT**

E5.1 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.

E5.2 Ambulance/ Emergency vehicle access must be maintained at all times.

E5.3 Contractor to maintain public sidewalk access free and clear of construction equipment, construction material, and debris.

## **E6. PROTECTION OF SURVEY INFRASTRUCTURE**

E6.1 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.

E6.2 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.

E6.3 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.

E6.4 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.

## **E7. SITE ENCLOSURES**

E7.1 Temporary Site enclosures, shall be erected, secure, and maintained as required for the duration of the construction period.

E7.2 Site enclosures shall be sturdy, 1.8m high steel construction fencing.  
(a) Snow fencing will not be accepted.

E7.3 Contractor to securely lock construction fencing at the end of each Working Day.

E7.4 Contractor shall install a minimum of one (1) construction safety sign per enclosure.

E7.5 Site enclosures shall be considered incidental to the Contract Work.

## **E8. SITE RESTORATION**

- E8.1 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all tools, equipment, waste, debris and surplus foundation earth to the satisfaction of the Contract Administrator. Unless otherwise specified, the Contractor shall restore all areas of the Site beyond the established limit of Work, which have been disturbed by the Contractor's operations to as good as or better than the original condition to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this Work.

## **E9. GENERAL INSTRUCTIONS**

### **E9.1 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.

### **E9.2 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.

### **E9.3 Quality Control**

#### **E9.3.1 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.
  - (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



E9.4 Equipment

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

E9.5 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.

E9.6 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.

E9.7 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.

**E10. REMOVALS**

E10.1 This Specification shall cover the removal of one (1) existing park sign, to be salvaged for reinstallation, as indicated on the Drawings.

E10.2 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 satisfactory performance and completion of all Work as shown on the drawings as herein specified.

E10.3 Construction methods

E10.3.1 Site Furniture

- (a) Remove and salvage for reinstallation of one (1) existing park sign, as identified on the Drawings. Voids from concrete footings shall be filled and sufficiently compacted with clean clay fill.

#### E10.4 Method of Measurement and Basis of Payment

##### E10.4.1 Method of Measurement shall be as follows:

- (a) "Remove and Reinstall Existing Park Sign" on Form B: Prices.
- (b) No separate measurement shall be made for filling footing holes with fill material as this work is incidental herein.

##### E10.4.2 Basis of Payment shall be as follows:

- (a) Removals 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.
- (b) No separate payment shall be made for filling footing holes with fill material as this work is incidental herein.

### E11. TREE AND STUMP REMOVAL

#### E11.1 General Description

E11.1.1 This Specification shall cover the removal of six (6) existing trees including mulch and root mass and the removal of six (6) tree stumps including mulch and root mass as shown on the Drawings for Eaglewood Park.

E11.1.2 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.

#### E11.2 Construction methods

##### E11.2.1 Tree and stump removal

- (a) The Contractor shall remove of six (6) existing trees including mulch and root mass and six (6) tree stumps including mulch and root mass to a min. 600mm below proposed grade. The Contractor shall load and haul all waste materials from the site and dispose of these materials at dumps located by the Contractor and approved by the Contract Administrator.
- (b) Holes and depressions left by removals are to be filled with clean fill and compacted, as per CW 3170, then sodded with minimum 75mm mm layer of topsoil layer then sod as per E22.

#### E11.3 Method of Measurement

##### E11.3.1 Method of Measurement shall be as follows:

- (a) Removals shall be measured on a lump sum basis for:
  - (i) "Tree and Stump Removal" on Form B: Prices.
- (b) No separate measurement shall be made for filling holes and depressions with fill material as this Work is incidental to the Work herein.

#### E11.4 Basis of Payment

##### E11.4.1 Basis of Payment shall be as follows:

- (a) Removals will be paid for at the Contract Unit Prices on Form B: Prices. The amount to be paid for shall be the total number of units, measured as specified herein, which price shall be for 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) No additional payment shall be made for filling holes and depressions with fill material as this Work is incidental to the Work herein.
- (c) Topsoil and sod to be paid for as per E22.

## **E12. EXCAVATION AND GRADING**

### **E12.1 General Description**

E12.1.1 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 court and pathway and court approach.

E12.1.2 If required by the Contract Administrator, layout and grades shall be established by a professional land surveyor.

E12.1.3 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.

E12.1.4 Work shall include but not be limited to the following:

- (a) Asphalt Basketball Court;
- (b) Asphalt Entrance Pathway and Approach to Basketball Court per SCD-648;
- (c) Site drainage areas outside the Basketball Court area.

E12.1.5 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.

E12.1.6 All extraneous materials are to be removed from the Site and disposed of in a safe and legal manner.

E12.1.7 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.

### **E12.2 Construction Methods**

#### **E12.2.1 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 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 paved areas (asphalt, concrete, stone chip and limestone paving), 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.

#### E12.2.2 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 basketball court or site drainage areas.

#### E12.2.3 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.
- (e) Method of Measurement and Basis of Payment Method of Measurement and Basis of Payment for Excavation and Grading shall be included in E14, Sport Court Asphaltic Concrete Pavement Works or E16, Asphalt Pathway and Court Approach.
- (f) Method of Measurement and Basis of Payment for Site Grading outside of the asphalt areas shall be measured on a square metre basis and will 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 "Site Grading" including excavation and grading, removal of fill and importation of clean clay fill if necessary, 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.
- (g) No separate measurement 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.
- (h) 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.

### **E13. SPORT COURT COMPACTED GRANULAR BASE**

#### **E13.1 Description**

- E13.1.1 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.
- 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 General Instructions**

##### **E13.2.1 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.

##### **E13.2.2 Submittals**

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

#### **E13.3 Excavation**

##### **E13.3.1 Description**

- (a) This Specification shall be done in accordance with E10, 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 E10.
- (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.

##### **E13.3.2 Construction Methods**

- (a) Excavation shall be performed as per E10 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.

#### E13.4 Sub-Grade Compaction

##### E13.4.1 Description

- (a) Sub grade compaction shall be done in accordance with CW 3110.

##### E13.4.2 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 paved areas (asphalt, concrete, stone chip and limestone paving), 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.

#### E13.5 Geogrid/Geotextile Composite

##### E13.5.1 Description

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

##### E13.5.2 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](https://legacy.winnipeg.ca/finance/findata/matmgt/std_const_spec/current/Docs/Approved_Product_Suppliers.pdf)

##### E13.5.3 Construction Methods

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

#### E13.6 Crushed Limestone Materials

##### E13.6.1 Description

- (a) Crushed limestone sub-base and base material shall be supplied and installed in accordance with CW 3110, this Specification and the Drawings.

##### E13.6.2 Materials - Limestone Materials Only

- (a) 300mm layer of 50 mm (2") down crushed limestone;
- (b) 150 mm layer of 20 mm (3/4") down crushed limestone.
- (c) Base course shall be Granular C as per current CW 3110, the Drawings, and this specification.
- (d) Notwithstanding current CW 3110 Section 1.2 Clause 1.2.7, Granular A, Granular B, and recycled aggregates or materials will not be accepted.
- (e) Sub-base and Base Course Material Grading Requirements:

CANADIAN METRIC SIEVE SIZE	Percent of Total Dry Weight Passing Each Sieve		
	6 mm (1.4") Topping Material	20 mm (3/4") Base Course	50 mm (2") Base Course
50 000	--	--	100%
25 000	--	--	--
20 000	--	100%	--
10 000	100%	--	--
5 000	65% - 100%	40% - 70%	25% - 60%
2 500	40% - 75%	25% - 60%	--
1 250	35% - 65%	--	--
630	19% - 36%	--	--
315	14% - 28%	8% - 25%	--
160	12% - 24%	--	--
80	10% - 25%	6% - 17%	4% - 15%

### E13.6.3 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.

### E13.7 Method of Measurement and Basis of Payment

#### E13.7.1 Method of Measurement shall be as follows:

- (a) Limestone Sub-base works will be measured on a per tonne basis for:
  - (i) "Supply and Install Crushed Sub-Base Course Material for Sport Court Area" on Form B: Prices.
- (b) Limestone Base Course works will be measured on a cubic metre basis for:
  - (i) "Supply and Install Crushed Base Course Material for Sport Court Area" on Form B: Prices.
- (c) Geogrid/Geotextile Composite and geotextile fabric shall be measured on a square metre basis for:
  - (i) "Supply and Install Separation Geogrid/Geotextile Composite" on Form B: Prices.

#### E13.7.2 Basis of Payment shall be as follows:

- (a) Crushed Limestone Sub-base and Base Course, geogrid/geotextile composite shall 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) No separate measurement 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.
- (c) If required by the Contract Administrator, no measurement will be made for material testing as this item is incidental to the Work herein.

## E14. SPORT COURT ASPHALTIC CONCRETE PAVEMENT WORKS

### E14.1 Asphaltic Pavement

#### E14.1.1 Description

- (a) Asphaltic Concrete shall be supplied and installed in accordance with City of Winnipeg Standard Construction Specification CW 3110, 3410, 3130 and 3135.

- (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.

#### E14.1.2 Materials

- (a) Asphaltic Concrete shall be **Modified Type 1A (Sport Court Mix)** as specified and to a thickness of 75mm as shown on the Drawing.
- (i) Sport Court Mix Gradation:

Percent Passing:		
16.0 mm	99.3	99.2
14.0 mm	97.7	95.2
12.5 mm	94.2	91.3
10.0 mm	89.2	84.5
5.0 mm	73.7	65.2
2.5 mm	63.1	53.7
1.25 mm	52.8	45.0
630 µm	38.6	34.2
425 µm	27.1	22.9
315 µm	18.8	15.1
160 µm	9.0	7.4
80 µm	6.8	5.4

#### E14.1.3 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) Sub-base and Base Course shall be compacted to a minimum of one hundred percent (100%) of Standard Proctor Density.

#### E14.1.4 Crack Repairs

E14.1.5 As a warranty requirement, the Contractor shall repair and seal any and all cracks which may appear in the Sport Court during the one-year warranty period. Patching mix for use in cracks and other imperfections in the asphalt surface shall be supplied and installed in accordance E15, 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 E15.
- (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.

#### E14.1.6 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.

**E14.2 Method of Measurement and Basis of Payment**

**E14.2.1 Method of Measurement shall be as follows:**

- (a) Asphalt works will be measured on a per tonne basis for:
  - (i) "Construction of 75mm Asphaltic Pavement - Mainline (Type 1A-Sport Court Mix) for Court Area"; and

**E14.2.2 Basis of Payment shall be as follows:**

- (a) Asphalt 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 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) If required by the Contract Administrator, no measurement will be made for material testing as this item is incidental to the Work herein.

**E15. SPORT COURT SURFACING**

**E15.1 General Description**

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

**E15.2 Materials**

**E15.2.1** Patching mix for use in cracks, holes, depressions and other imperfections in the asphalt surface. This material will be used in accordance with the Manufacturer's written specifications with regard to sand sizes, prime coats, and depth of depression, hole or crack.

**E15.2.2** Patching crack filler: for use in fine cracks and for minor cosmetic thin repairs and fills prior to filler course.

**E15.2.3** Cushion sport court surfacing system shall be:

- (a) Rebound Ace,
  - (i) Manufacturer: California Sport Surfaces
  - (ii) Filler Course, Colour Playing Cushion Surface and Lines as per Specification: [Resources - California Sports Surfaces](#)
  - (iii) Supplier & Installer:
    - ◆ Cords Park Mark Ltd.
    - 3 Swann Drive
    - Winnipeg, MB R3R 3T9
    - Ph: (204) 895-1471
    - Fax: (204) 897-0576
- (b) Masters 5
  - (i) Manufacturer: Laykold
  - (ii) Filler Course, Colour Playing Cushion Surface and Lines as per Specifications: [Laykold](#)
  - (iii) Supplier & Installer:

◆ Prairie Rubber Paving  
Winnipeg, MB

- (iv) Ph: (204) 560-4343
- (c) Or approved substitute
- (d) Court and line colours as per the Drawings

**E15.3 Construction Methods**

- E15.3.1 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.
- E15.3.2 Asphalt surface must be inspected and approved by the Contract Administrator prior to applying the Sport Court Surfacing.
- E15.3.3 Clean all holes and cracks.
- E15.3.4 Depressions holding enough water to cover a flat twenty-five-cent coin 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 a twenty-five-cent 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.
- E15.3.5 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.
- E15.3.6 Over a properly prepared surface of asphalt apply one coat of acrylic resurfacer according to the Manufacturer's written specifications.
- E15.3.7 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.
- E15.3.8 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.

**E15.4 Method of Measurement and Basis of Payment**

- E15.4.1 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 and Install Acrylic Sport Court Surfacing w/ lines" on the Bid Form B: Prices.
- E15.4.2 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.

**E16. ASPHALT PATHWAY AND COURT APPROACH**

**E16.1 General Description**

E16.1.1 This Specification shall supplement CW 3110, CW 3130, and 3410 and shall cover the supply and installation of asphalt pathway and court approach.

E16.1.2 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.

E16.1.3 The use of recycled concrete as a base material will not be permitted.

## E16.2 General Instructions

### E16.2.1 Quality Control

#### (a) Quality Control for Hard Surfaced Areas

- (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 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 on the crushed limestone base 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

### E16.2.2 Submittals

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

## E16.3 Materials

### (a) Geotextile Fabric

- (i) 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.
  - ◆ [https://www.winnipeg.ca/finance/findata/matmgt/std\\_const\\_spec/current/Docs/Approved\\_Products\\_Surface\\_Works.pdf](https://www.winnipeg.ca/finance/findata/matmgt/std_const_spec/current/Docs/Approved_Products_Surface_Works.pdf)

### (b) Materials - Limestone Materials Only

- (i) 150 mm layer of 50 mm (2") down crushed limestone;
- (ii) 75 mm layer of 20 mm (3/4") down crushed limestone.
- (iii) Sub-base and Base course shall be Granular C as per current CW 3110, the Drawings, SCD-648 and this specification.
- (iv) Notwithstanding current CW 3110 Section 1.2 Clause 1.2.7, Granular A, Granular B, and recycled aggregates or materials will not be accepted.
- (v) Sub-base and Base Course Material Grading Requirements:

CANADIAN METRIC SIEVE SIZE	Percent of Total Dry Weight Passing Each Sieve		
	6 mm (1.4") Topping Material	20 mm (3/4") Base Course	50 mm (2") Base Course
50 000	--	--	100%
25 000	--	--	--
20 000	--	100%	--
10 000	100%	--	--
5 000	65% - 100%	40% - 70%	25% - 60%
2 500	40% - 75%	25% - 60%	--
1 250	35% - 65%	--	--
630	19% - 36%	--	--
315	14% - 28%	8% - 25%	--
160	12% - 24%	--	--
80	10% - 25%	6% - 17%	4% - 15%

(c) Asphaltic Concrete

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

E16.4 Construction Methods

E16.4.1 Excavation

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

E16.5 Sub-Grade Compaction

- (a) Sub grade compaction shall be done in accordance with 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

E16.6 Geotextile Fabric

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

E16.7 Crushed Limestone Sub-base and Base Course Material

- (a) Crushed limestone sub-base material shall be supplied and installed in accordance with CW 3110 and shall be placed and compacted as specified to a finished thickness as shown on the Drawings

E16.8 Asphaltic Pavement

- (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".

E16.9 Crack Sealing

- (a) As a Warranty requirement, the Contractor shall rout and seal any and all cracks which may appear in the pathway and court approach area 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.

E16.10 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.

E16.11 Method of Measurement and Basis of Payment

- E16.11.1 Asphalt pathway and court approach works shall be measured on a square metre basis for: "Supply & Install of Asphalt Pathway and Court Approach," on Form B: Prices.
- E16.11.2 No measurement shall be made for excavation and grading as this item is incidental to the Work herein.
- E16.11.3 Basis of Payment shall be as follows:
  - (a) Asphalt pathway and court approach 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 of Asphalt Pathway and Court Approach"
  - (b) No payment shall be made for excavation and grading as this item is incidental to the Work herein.

**E17. CHAIN LINK FENCING AND GATES**

- E17.1 This Specification shall supplement CW 3550 and shall cover the supply and installation of chain link fencing and gates as per the Drawings.

E17.2 Materials and Methods

- (a) As specified in CW 3550 and on Drawings.
- (b) Fencing & gates to be installed in the locations shown on the Drawings.

E17.2.1 Method of Measurement shall be as follows:

- (a) (a) Chain Link Fencing and Gates will be measured on a linear metre basis for:
  - (i) "Supply & Install Chain Link Fence (3.05 m Height) with Gates"; on the Bid Form B: Prices.
- (b) No separate measurement shall be made for Gates as this work is incidental to the Work herein.

E17.2.2 Basis of Payment shall be as follows:

- (a) Chain Link Fencing and Gates 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.
- (b) No additional payment shall be made for gates as this work is incidental to the work herein.

## **E18. BASKETBALL STANDARDS**

### **E18.1 Description**

- E18.1.1 This specification shall cover all aspects of the supply and installation of one (1) pair of basketball standards including post, backboard, goal, net, and piles.

### **E18.2 Materials**

- E18.2.1 Basketball Standard shall either be:
  - (a) Douglas Sports goose neck 5 9/16" RST Basketball System;
  - (b) Gared Performance Sports Systems Heavy Duty 5 9/16" O.D. Gooseneck Basketball Package, Product #PK6015
  - (c) Or approved substitute in accordance with B7.

### **E18.3 Concrete Piles**

- E18.3.1 As per the Drawings, this Specification and CW 2160.
- E18.3.2 Concrete Type A, compressive strength 32 MPa at 28 days, minimum cementitious content 340 Kg/m<sup>3</sup>, sulfate resistant.
- E18.3.3 6.0 M depth, 400mm diameter reinforced concrete piles as shown on the Drawings.

### **E18.4 Construction Methods**

- E18.4.1 Basketball standards are to be installed in concrete piles according to Drawings and Manufacturer's Specifications.
- E18.4.2 Layout of the posts and piles are to be such that the basketball goals are located correctly in relationship to the fence and basketball line painting as shown on the Drawings.
- E18.4.3 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.

### **E18.5 Method of Measurement and Basis of Payment**

- E18.5.1 Method of Measurement shall be as follows:
  - (a) Basketball Standards shall be measured at the Contract Unit Price per unit for:
    - (i) "Supply & Install Basketball Hoop & Nets (one (1) set = two (2) posts with concrete piles, two (2) hoops & two (2) nets)", on Form B: Prices
- E18.5.2 Basis of Payment shall be as follows:
  - (a) Basketball 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 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. SITE FURNISHINGS**

### **E19.1 General Description**

E19.1.1 This Specification shall cover the pick-up and installation of site furnishings as per the Drawings.

E19.1.2 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.

## E19.2 Materials

E19.2.1 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.

E19.2.2 All site furnishings as per the Drawings, or approved substitutions in accordance with Bidding Procedures – Substitutions.

### E19.2.3 Ordering

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

E19.2.4 City of Winnipeg supplied Site Furnishings:

(a) Tache Backless Bench Composite with arms X2

(i) Product Number: 52501086GLV

(ii) Finish:

◆ Composite Slats: Cedar Tone Finish

◆ Metal: Galvanized

(iii) Specification:

◆ SCD-121C

### E19.2.5 Bicycle Racks

(a) Hoop Bike Rack

(i) Products: Rackworks Aluminum Hoop Bike Rack x2 as per Drawings

(ii) Finish: Powdercoat

(iii) Colour: Black

(iv) Mounting: Surface mount on concrete pad

(v) Supplier:

Woodcock Cycle Works

433 St Mary's Road

Winnipeg, MB

Phone: 204-981-0941

(b) Or approved substitute as per B7.

## E19.3 Construction Methods

E19.3.1 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.

(a) 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.

(b) All furnishings and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering is prohibited.

(c) Damaged Site Furnishings will not be accepted.

### E19.3.2 CIP Concrete Foundations

- (a) CIP Concrete foundations as per as per E19.5.
- (b) Concrete pad construction as per E19.

**E19.4 Method of Measurement and Basis of Payment**

**E19.4.1 Method of Measurement shall be as follows:**

- (a) Supply and installation of Site Furnishings will be will be measured at the Contract Unit Price per unit for:
  - (i) "Supply and Install In-Ground Bench"; and
  - (ii) "Supply & install Bike Rack"; on the Bid Form B: Prices.
  - (iii) 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.

**E19.4.2 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.

**E20. CAST-IN-PLACE CONCRETE PAVEMENT**

**E20.1 Description**

- E20.1.1 The specification shall supplement the Drawings, the current version of CW 3325, and CW 3310 and cover the supply and install of cast-in-place concrete pavement.
- E20.1.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the drawings and specifications.

**E20.2 Material**

- E20.2.1 All material shall conform to current CW 3325 and CW 3310 and all other applicable current City of Winnipeg Standard Construction Specifications, whether listed herein or not.
- E20.2.2 Granular limestone base is to be crushed stone or gravel having hard angular particles, free from clay lumps, cementation, organic material, frozen material or other deleterious materials.

**E20.3 Supply of Materials and Equipment**

- E20.3.1 The Contractor shall supply all materials and use equipment in accordance with the current version of CW 3325.

**E20.4 Construction Methods**

- E20.4.1 No concrete work shall commence until the excavation has been completed in accordance with the current version of CW 3110 and the drawings and has been approved by the Contract Administrator.
- E20.4.2 Sub-base compaction shall be in accordance with the current version of CW 3110.
- E20.4.3 Base Course to be installed to a depth of 150 mm in accordance with the current version of CW 3110 and the drawings.
- E20.4.4 Contract Administrator to inspect and approve reinforcement bar placement prior to pouring. Provide min. 72 hours notice.
- E20.4.5 Concrete pavement shall be installed as shown on drawings in accordance with SCD-663A and the current version of CW 3310.



- E20.4.6 Pavement joints shall be constructed, where required, as directed by the Contract Administrator and as shown on the drawings and shall be in accordance the current version of CW 3325.
- E20.4.7 Store bike rack in a protected location immediately upon arrival on site.
- E20.4.8 Ensure concrete pavement is full cured prior to bike rack installation.
- E20.4.9 Install bike rack on concrete pavement as per Drawings. Lift bike rack and install without causing damage to the concrete pavement. Do not drag bike rack across concrete pavement or site.
- E20.5 Method of Measurement and Basis of Payment
- E20.5.1 Method of Measurement shall be as follows:
- (a) No separate measurement for Cast-in-Place Concrete Pavement shall be made for Bike Racks, as the Concrete Pavement is incidental to the Works therein.
  - (b) If required by the Contract Administrator, no measurement will be made for material testing as this item is incidental to the Work herein.
- E20.5.2 Basis of Payment shall be as follows:
- (a) No additional payment for Cast-in-Place Concrete Pavement shall be made for Bike Racks, as Concrete Pavement is incidental to the Works therein.
  - (b) If required by the Contract Administrator, no payment will be made for material testing as this item is incidental to the Work herein.

## **E21. CAST-IN-PLACE CONCRETE FOUNDATIONS**

- E21.1 General Description
- E21.1.1 This Specification shall supplement CW 2160 and cover the supply and installation of cast-in-place concrete foundations for Site Furnishings.
- (a) All underground cast-in-place concrete foundations for Site Furnishings are to be set in concrete footings or piles per CW 2160 to ensure stability and prevent frost heaving.
- 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
- E21.3.1 All materials as per CW 2160.
- (a) Concrete
    - (i) Maximum Size of aggregate: 20 mm, nominal;
    - (ii) Compression Strength: 28 day compressive strength of 30 Mpa;
    - (iii) Slump/Flow: 80 +/- 20mm;
    - (iv) Sulphate resistant, Type 50 Cement; and
    - (v) Maximum water/cement ratio: 0.49.
    - (vi) Air Content: 4-7%

## E21.4 Construction Methods

### E21.4.1 Construction Methods as per CW 2160.

- (a) If concrete testing is required, do not place concrete until material testing is performed and reviewed by Contract Administrator.
- (b) All concrete foundations for site furnishings as per the Drawings.

### E21.4.2 Cold Weather Concreting

- (a) Cold weather concreting shall be as per Section 3.9 of CW 2160 and CSA A23.1.
  - (i) All material and equipment needed for adequate protection and curing shall be on hand and ready to use before concrete placement is started.
  - (ii) Before concrete is placed all ice, snow, and frost shall be removed from formwork and all surfaces against which concrete will be placed.
    - ◆ Temperatures of adjacent surfaces shall be raised to and maintained at 5° C minimum, prior to and during concreting.
    - ◆ Calcium chloride or other de-icing salts shall not be used as a de-icing agent in the forms.
  - (iii) Heating equipment and enclosures shall be per CW 2160 and CSA A23.1.

## E21.5 Method of Measurement and Basis of Payment

### E21.5.1 Method of Measurement shall be as follows:

- (a) No separate measurement for Cast-in-Place Concrete Foundations shall be made for Site Furnishings, as Foundations are incidental to the Works therein.
- (b) If required by the Contract Administrator, no measurement will be made for material testing as this item is incidental to the Work herein.

### E21.5.2 Basis of Payment shall be as follows:

- (a) No additional payment for Cast-in-Place Concrete Foundations shall be made for Site Furnishings, as Foundations are incidental to the Works therein.
- (b) If required by the Contract Administrator, no payment will be made for material testing as this item is incidental to the Work herein.

## E22. TOPSOIL AND SODDING

### E22.1 General Description

#### E22.1.1 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.

#### E22.1.2 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.

### E22.2 General Instructions

#### E22.2.1 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.

### E22.3 Materials and Construction Methods

#### E22.3.1 Topsoil shall be as per CW 3540.

#### E22.3.2 Sod shall be as per CW 3510.

- E22.3.3 The Contractor shall install sod in locations as shown on Drawings to cover areas indicated on Drawings.
- E22.3.4 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.
- E22.3.5 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.
- E22.3.6 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.
- E22.3.7 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.
- E22.3.8 Restoration shall be achieved using topsoil and sod unless otherwise directed by the Contract Administrator.
- E22.3.9 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.
- E22.4 Maintenance Period
- E22.4.1 Thirty (30) day maintenance period on sod and seed will commence at Total Performance and acceptance.
- E22.4.2 Termination of maintenance period
- (a) Termination of maintenance period for sod per Section 9.10 of CW 3510.
- E22.5 Method of Measurement and Basis of Payment
- E22.5.1 Method of Measurement shall be as follows:
- (a) Topsoil and Sodding will be measured on a per square metre basis for:
- (i) "Supply and Install Top Soil and Sod" on the Bid Form B: Prices.
- E22.5.2 Basis of Payment shall be as follows:
- 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.