



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 462-2011

**RECONSTRUCTION OF THREE TENNIS COURTS AT SIR JOHN FRANKLIN
COMMUNITY CLUB**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 RECONSTRUCTION OF THREE TENNIS COURTS AT SIR JOHN FRANKLIN COMMUNITY CLUB

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 11, 2011.

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

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

B3. SITE INVESTIGATION

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

B3.2 The Bidder is advised that Joe Malone Park Site, which is supplemental to the Sir John Franklin Community Club Site works, will be reconstructed by others, and the existing east tennis court will be removed. The Contractor shall note that man gate openings will be installed in the main chain link fence, as currently exists, and they will have to access the Work area, through these openings.

B4. ENQUIRIES

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

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

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

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

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

B5. ADDENDA

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

B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

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

- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.2.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

B7. BID COMPONENTS

B7.1 The Bid shall consist of the following components:

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

B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.

B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.

B7.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B7.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg, MB R3B 1J1

B7.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.

B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B14.1(a).

B7.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.

B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B7.8.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8. BID

B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;

- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

B8.4.2 All signatures shall be original.

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B9. PRICES

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

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. QUALIFICATION

B10.1 The Bidder shall:

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

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

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

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

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

B10.4 Further to B10.3(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/Subcontractors has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>).

B10.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

B11.1 Bids will not be opened publicly.

B11.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

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

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

B12. IRREVOCABLE BID

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

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

B13. WITHDRAWAL OF BIDS

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

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

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

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

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

B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B14. EVALUATION OF BIDS

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

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

B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.

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

B14.4 Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices adjusted, if necessary, as follows:

- (a) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder is within the budgetary provision for the Work, no adjustment will be made to the Total Bid Price; or
- (b) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder exceeds the budgetary provision for the Work, the Total Bid Prices of all responsive Bids submitted by responsible and qualified Bidders will be adjusted by progressively deducting

item(s) 13,14, and 6 in the order listed, until a Total Bid Price within the budgetary provision is achieved.

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

B14.4.2 Further to B14.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B15. AWARD OF CONTRACT

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

B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

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

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

B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B14.

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

B15.4 Notwithstanding C4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B15.5 The Contract, as defined in C1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the reconstruction of three (3) tennis courts at Sir John Franklin Community Club and the installation of new tennis posts and nets at Joe Malone Park.

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

- (a) Asphalt paving c/w Plexipave surface coating
- (b) Rough grading
- (c) Granular base course
- (d) Chain link fencing
- (e) Installation of an underground Multi-Flow drainage line
- (f) Demolition of the existing tennis courts

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is Ken Rech Landscape Architects Inc., represented by:

Ken Rech
Landscape Architect
1480 Wellington Crescent, Winnipeg, Manitoba R3N 0B3
Telephone No. (204) 489-6616
E-mail: (204) kenrech@mts.net

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

D4. CONTRACTOR'S SUPERVISOR

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

D5. NOTICES

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

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

D5.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer
Facsimile No.: (204) 949-1174

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

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

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

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

D7. SAFE WORK PLAN

- D7.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D7.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D8. INSURANCE

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg and Ken Rech Landscape Architects Inc. added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
 - (c) all risks installation floater, carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 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.

D8.4 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.

D9. PERFORMANCE SECURITY

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

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D9.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D9.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

SCHEDULE OF WORK

D10. COMMENCEMENT

D10.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.

D10.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D7;
 - (iv) evidence of the insurance specified in D8;
 - (v) the performance security specified in D9;
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D10.3 The Contractor shall not commence the Work at Sir John Franklin Community Club before September 6, 2011. The Contractor may commence the work at Joe Malone Park once the asphalt paving surface has been installed by the City's contractor, which is expected to be installed by June 30, 2011.

D11. SUBSTANTIAL PERFORMANCE

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

D11.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.

D11.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D12. TOTAL PERFORMANCE

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

D12.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.

D12.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D13. LIQUIDATED DAMAGES

D13.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City five hundred dollars (\$500) per Calendar Day for each and every Calendar Day following the day fixed herein for Total Performance during which such failure continues.

D13.2 The amount specified for liquidated damages in D13.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.

D13.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D14. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D14.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

MEASUREMENT AND PAYMENT

D15. INVOICES

D15.1 Further to C12, the Contractor shall submit an invoice for each order delivered to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-0864
Email: CityWpgAP@winnipeg.ca

D15.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D15.4 Bids Submissions must be submitted to the address in B7.5.

D16. PAYMENT

D16.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D17. WARRANTY

D17.1 Warranty is as stated in C13.

FORM H1: PERFORMANCE BOND
(See D9)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$ _____)

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

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

BID OPPORTUNITY NO. 462-2011

RECONSTRUCTION OF THREE TENNIS COURTS AT SIR JOHN FRANKLIN COMMUNITY CLUB

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D9)

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 462-2011

RECONSTRUCTION OF THREE TENNIS COURTS AT SIR JOHN FRANKLIN COMMUNITY CLUB

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
--------------------	---------------------------

- | | |
|-----|--|
| L-1 | Sir John Franklin C.C. – Tennis Court Site Plans |
| L-2 | Joe Malone Park – Tennis Post and Net Details |

E2. WORK AREAS

- E2.1 This Contract involves Work at two (2) separate City of Winnipeg facilities. The majority of Work is located at Sir John Franklin Community Club and involves the full reconstruction of three (3) existing tennis courts. The second Site is located at Joe Malone Park, and involves the removal of existing tennis posts and installation of new tennis posts and nets.

E3. HAZARDOUS MATERIALS

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

E4. PROTECTION OF THE SURVEY INFRASTRUCTURE

- E4.1 Notwithstanding CW 1130 3.14 'Protection of Survey Infrastructure' of the Standard Construction Specifications, current legislation, The Surveys Act, places the onus on those undertaking construction to protect the Survey Infrastructure from damage as a result of their activity.
- E4.2 Further to C:6.26(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 918-1360 (8:00a.m. to 4:00 pm Monday to Friday excluding holidays) to obtain 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.
- E4.3 Where a survey post, bar, or control monument lies in the line of 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.

E4.4 Outline survey monuments and geodetic control monuments at or adjacent to the Site, not in 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. An approximate estimate of the costs involved to restore a legal survey monument is \$1000 per bar and \$3000 per control monument. Contractors must ensure Sub-Contractors are aware of this clearance procedure and the potential restoration costs.

E4.5 Where possible, amounts owed to the City in accordance with the above will be deducted from any payments to be made by the City to the Contractor.

E5. LAYOUT OF WORK

E5.1 The Contractor shall set control lines and bench marks by means of stakes, buoys or marks and the Contractor shall make the completed Works conform to the lines and marks thus indicated. The Contractor shall furnish all other lines and levels required. The Contractor shall be responsible for the careful preservation of all stakes and marks. Care must be taken that the Contract Administrator be notified immediately of the disturbance of any such stakes or marks; the cost of correcting any errors arising out of neglect of the Contractor or his agent or his employees, to so notify the Contract Administrator shall be borne entirely by the Contractor, as well as the cost of replacing any disturbed stakes or marks.

E5.2 All layout Work shall be inspected and approved by the Contract Administrator prior to construction. Items indicated to be field are to be roughly located by the Contractor, and approved by the Contract Administrator. The Contract Administrator may also roughly lay out the shapes or locations of items, for further refinement to the shape by the Contractor.

E5.3 Before commencing Work the Contractor shall satisfy himself as to the meaning and correctness of all stakes and marks and no claims shall be entertained by the City of Winnipeg on account of any alleged inaccuracies. If any error is suspected in the plans, specifications or the directions of the Contract Administrator, Work shall be discontinued until the errors are rectified, but no claims shall be made on account of any delay occasioned thereby.

E5.4 All shapes laid out by the Contractor must be within the area allowance for all items shown in the Unit Price Forms.

E5.5 The Contractor shall locate and protect all underground utilities prior to commencing construction. At Sir John Franklin Community Club the tennis court lighting shall be turned on after the Site has been rough graded to ensure all underground wiring has not been damaged. Any damage to the wiring shall be reported to the Contract Administrator, and the Contractor shall wait further instruction before covering up the damaged wiring. The Contractor is made aware there are fibre optic lines running along the railway lines immediately beside the eastern portion of the existing tennis courts.

E6. EXISTING SURVEY INFORMATION

E6.1 Survey grade elevations were undertaken by Michalenko Surveys in conjunction with Ken Rech Landscape Architects Inc.

E7. SITE ACCESS

E7.1 Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at his own expense and approved by the Contract Administrator.

E7.2 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing trees, shrubs, sod, pavements, streets, roads, boulevards, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing

facilities and equipment at the Site of the Work. For all damage incurred thereto in the performance of the Work, the Contractor shall upon instructions from and to the satisfaction of the City thereof, either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to, the City thereof 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.

- E7.3 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and he shall be responsible for all damage resulting from his Work on private property. The Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress is maintained to private properties while he is working near them. Any damage caused by the negligence of the Contractor or his Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by him at his own expense, to the satisfaction of the Contract Administrator.
- E7.4 Care shall be taken to protect existing trees and their root systems from damage, compaction, and contamination resulting from construction to the satisfaction of the Contract Administrator. No heavy equipment shall be driven or parked on the area within the drip line of any trees.
- E7.5 Access to the Work areas shall be as noted below, unless approved otherwise by the Contract Administrator:
- (a) Sir John Franklin Community Club: via the parking lot located immediately beside the Work area
 - (b) Joe Malone Park: This Park is being reconstructed by McEwen Brothers and the Contractor shall co-ordinate access to the Work area with McEwen Brothers. The Contractor is made aware that vehicle access to the tennis court posts will be severely limited, as the chain link fencing located at the east end of tennis court will be removed for a short period of time. The Contractor shall ensure they co-ordinate their Work with McEwen Brothers, to allow the welding equipment to have access to the Work area. The Contractor will be able to access the Work area at all times via the man openings in the chain link fencing. The Contractor has the option of removing a section of chain link fence at a later date, to allow access to the Work area, however the Contractor must reinstall the fence, and protect all the Site surfacing along the access route.

E8. DEMOLITION AND SALVAGE

- E8.1 In general terms the scope of Work under and demolition/legal disposal and salvage phase of Work is as listed below for each Site.
- E8.2 Sir John Franklin Community Club:
- (a) The existing granular base below the asphalt paving is to be salvaged in sufficient quantities to allow a 200 mm depth of the salvaged material to be reinstalled. All surplus material is to be legally disposed off site.
 - (b) The Community Club will salvage the existing three (3) tennis nets. The Contractor is to remove the existing tennis posts and concrete footings.
 - (c) All existing asphalt paving on the tennis courts and to the limit of new paving works is to be removed and legally disposed off site.
 - (d) All existing chain link fencing and concrete footings are to be removed and legally disposed off site.
 - (e) The existing concrete parking curbs may have to be temporarily removed and replaced to allow access to the Work area and to allow the new asphalt paving to be installed. No separate payment will be made for removing and replacing these curbs.
 - (f) A certain amount of sod outside the existing tennis courts is to also be removed, to suit the new grade elevations and underground Multi-Flow drainage trench.

E8.3 Joe Malone Park:

- (a) The six (6) existing tennis posts are to be modified by cutting the existing posts off at 25 mm above the new grade elevation of the asphalt paving. The existing tennis nets are to be removed and legally disposed of off site.

E8.4 Where concrete footings are to be removed, the Contractor shall ensure the entire concrete footing is removed and the old hole backfilled with compacted sand in 150 mm lifts to prevent the new surface material from settling. The Contractor has the option of removing the exiting concrete footings to 500 mm below the new finish grade elevations, in lieu of fully removing the concrete footing, subject to the acceptance from the Contract Administrator.

E8.5 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured on a lump sum basis for the Items of Work listed below, which price shall include all costs for demolition and legal removal of the product from each Site. The cost for salvaging the existing gravel base at Sir John Franklin C.C. is to be included in the re-installation cost of item E3 "Reinstall 200 mm depth of existing granular sub-base".
- (i) Sir John Franklin C.C. item No: 1 – "Demolition"

E9. SITE RESTORATION

E9.1 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all plant, 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. No separate payment will be made for this Work.

E10. EARTHWORK AND ROUGH GRADING

E10.1 This specification shall amend and supplement City Specification CW 3170 and cover the operations relating to the earthwork and grading of the Site as shown on the Construction Drawings.

E10.2 The Contractor shall reconstruct the existing tennis courts at Sir John Franklin to drain/slope to the west. This will involve lowering the existing grade on the western side of the existing tennis courts. The Work will also involve lowering and re-grading the lands between the existing tennis courts and the fence around the wading pool, so as to intercept the water flow and allow it to drain into the new underground Multi-Flow drainage channel.

E10.3 The Contractor shall excavate or fill to the design grades shown less the appropriate allowance for surface treatment. All unsuitable materials of whatever nature encountered shall be excavated, removed and disposed of by the Contractor to the satisfaction of the Contract Administrator. 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.

E10.4 Construction to the new design grades shall be accomplished by the excavation of material from high areas, and using the suitable excavated material for filling in the low areas as indicated by the elevations shown on Construction Drawings. Backfill shall be placed in a dry, thawed condition and shall be maintained free of moisture or frost.

E10.5 Around the perimeter area where new sod will meet existing sod, the edge shall consist of a vertical 100 mm cut to allow the new sod to meet flush with the existing sod.

E10.6 The design gradient for all other areas shall be considered to be straight grade between the finished design elevations shown. Changes in grade at swales or where it meets existing sod to

remain shall be gently contoured as directed by the Contract Administrator to provide future ease of grass mowing operations.

E10.7 The Contractor shall construct all sub-grades in accordance with Specification CW 3110. This shall include the use of suitable compaction equipment as approved by the Contract Administrator to achieve a minimum compaction of 95% Standard proctor Density. Lifts shall not exceed a compacted thickness of 150 mm.

E10.8 Basis of Payment:

- (a) Earthwork and rough grading will be paid on a lump sum basis and is to be included in Unit Cost Item No. 2 "Rough Grading". The price shall include all costs associated with the regrading of the lands, disposing excess fill off site, shaping and compaction of the subgrade and all other Work incidental to preparing the rough grade.

E11. GRANULAR BASE

E11.1 This Specification shall amend and supplement City Specification CW 3110 Sub-Grade , Su-Base, and Base Course Construction and CW-3150 Gravel Surfacing. The Work to be done by the Contractor under this Specification shall cover all phases of the reinstallation of salvaged sub-base granular material and the supply and placement of crushed limestone base course, at Sir John Franklin C.C.

E11.2 The sub-base course shall consist of a 200 mm depth of salvaged granular, compacted to 100% Standard Proctor Density.

E11.3 The base course shall consist of a 150 mm depth of new 19 mm crushed limestone down, compacted to 100% Standard Proctor Density.

E11.4 Install material to the depth and design elevations indicated on the Construction Drawings. Install only on clean unfrozen surface, properly shaped and compacted. Place the material using methods which do not lead to segregation or degradation of aggregate.

E11.5 The finished surface is to be within plus or minus 10 mm of established grade and cross section, but not uniformly high or low. Any surface irregularities shall be corrected by loosening and adding or removing material until surface is within specified tolerance.

E11.6 The top of the granular base course shall slope at 1% from east to west to drain towards the new underground Multi-Flow drainage system. On the south side of the new tennis court fence the pavement will slope down at varying degrees of slope as necessary, to tie into the existing asphalt paving.

E11.7 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured on a per square metre basis for the Items of Work listed below. The reinstallation of the salvaged sub-base course shall also include all costs associated with the stripping, salvaging and stockpiled of the existing material.
 - (i) Sub base course, item No: 3 – "Reinstall 200 mm depth of existing granular sub-base".
 - (ii) Base course, item No: 4 – "Supply and install 150 mm depth of new 19 mm dia. crushed limestone down base course".

E12. ASPHALT CONCRETE PAVEMENTS

E12.1 This specification shall amend and supplement City Specification CW 3410 "Asphalt Concrete Pavement Works" and shall cover all aspects of supply and installation of asphalt for the tennis courts.

E12.2 Materials:

- (a) Tennis Court mix as per CW 3410, using 10 mm aggregate asphalt mix. Thickness of paving to be 50 mm.

E12.3 Basis of Payment:

- (a) Asphalt Paving will be paid on a per square metre basis and is to be included in Unit Cost Item No. 5 "Supply and install 50 mm thick asphalt paving". The price shall include all costs associated with the supply and placing of the asphalt paving to limits shown on the drawings.

E13. PLEXIPAVE SURFACING AND PLEXICOLOR LINE PAINTING

E13.1 This specification shall cover the supply and installation of the coating on the asphalt surface and the line painting of the court markers.

E13.2 Materials:

- (a) Patching Mix (Court Patch Binder): for use in cracks, holes, depressions and other imperfections in the asphalt surface. This material will be used in accordance with the manufacturer's specifications with regard to sand sizes, prime coats, and depth of depression, hole or crack.
- (b) Crack filler: for use in fine cracks and for minor cosmetic thin repairs and fills prior to filler course.
- (c) 100% Acrylic Filler Course (Acrylic Resurfacer): The filler course shall be California Acrylic Resurfacer, or an approved equal, and consist of a 100% acrylic emulsion binder containing no vinyl constituent and no asbestos fillers. The product shall contain no less than 4% attapulgite and have a pigment volume concentration not to exceed 9.5%.
- (d) Acrylic Color Playing Surface:
 - (i) Job Mixed Fortified Plexipave, a field-mixed combination of California Products Corporation's Plexichrome and Plexipave Color Base, or approved equal, blended in accordance with the manufacturer's specifications, consisting of lightfast mineral oxide pigments and fillers uniformly dispersed in a non-oxidizing 100% acrylic base.
 - (ii) Tennis court inside surfacing to be "Light Green" colour.
 - (iii) Areas outside of playing court to be "Cape Gray" colour.
 - (iv) Court line markings to be "White"

E13.3 Construction Method:

- (a) Clean all asphalt surfaces of loose dirt, oil, grease, leaves and other debris in strict accordance with manufacturer's directions.
- (b) Clean all holes and cracks.
- (c) Depressions holding enough water to cover a five cent piece shall be filled with Court Patch binder mix. This step shall be accomplished prior to the squeegee draining. Define and mark all areas holding enough water to cover a nickel. Spread court patch binder 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.
- (d) 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.

- (e) Over a properly prepared surface of asphalt apply one coat of acrylic resurfacer according to the following mix:

Acrylic Resurfacer	208.2 litres (55 gallons)
Water	75.7 litres to 151.4 litres (20 to 40 gallons)
Sand	272.2 Kg. to 408.2 Kg (600 to 900 pounds)
Liquid Yield	424 litres to 522.4 litres (112 to 138 gallons)

- (i) Mix the ingredients thoroughly using accepted mixing devices and use a 70 Durometer rubber blade squeegee to apply each coat of acrylic resurfacer as required.
- (ii) 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 surface system.

E13.4 Basis of Payment:

- (i) Plexipave surfacing and court line markings will be paid on a lump sum basis for the entire new asphalt pavement area within the tennis courts, and to the asphalt limit on the east, north and west sides, and is to be included in Unit Cost Item No. 6 "Supply and install Plexipave surfacing, including court markings". The price shall include all costs associated with the preparation of the new asphalt surface, Plexipave and Court markings.

E14. MULTI-FLOW DRAINAGE PIPE

E14.1 General: This specification shall cover the supply and installation of the underground drainage system located on the west and north side of the tennis courts, including tying the line into the existing catch basin.

E14.2 Drainage pipe shall be Multi-Flow 450 mm size. All fittings shall be size to fit 450 mm pipe, and as manufactured by Multi-Flow. The pipe shall be provided with an End Outlet Connector and a 600 mm length of 100 mm dia. P.V.C. pipe.

E14.3 Sand backfill shall be very coarse sand, approximate 1.0 to 2.0 mm diameter particle size.

E14.4 Location of Multi-Flow drainage line is shown on the drawing detail 2-L1. At the 90 degree corner the line may be bent to a minimum 600 mm radius.

E14.5 Excavate trench to minimum 100 mm width, and to the invert depth as shown on Drawing detail 2-L1. Bottom of trench must be installed level or may slope towards the catch basin. The Contractor is made aware the trench will be deeper on the north side of the tennis courts as the existing grade is higher on that side, than the west side of the tennis court.

E14.6 All loose debris is to be shovelled by hand and removed from the bottom of the trench, and disposed of off site.

E14.7 The Multi-Flow drainage line shall be installed as one piece without any joints. The drainage line shall be held in place plumb with a fork like device, and the sand placed on both sides of the drain. Install the sand completely to the top of the finished grade elevations/grass.

E14.8 At the catch basin end of the Multi-Flow line install an end outlet tapping/sealing the outlet seam to the MultiFlow fabric. Install a 600 mm section of 100 mm dia. P.V.C. pipe to the end outlet. Drill a 125 mm hole through the wall of the existing catch basin and extend the P.V.C. pipe through the opening into the catch basin a min. of 100 mm. Grout/seal opening around pipe through the opening in the catch basin wall.

E14.9 Basis of Payment:

- (a) Multi-Flow drainage line will be paid on a lump sum basis and is to be included in Unit Cost Item No. 9 "Supply and install Multi-Flow drainage trench". The price shall include all costs for trenching, pipe and sand installation, and modifications to the existing catch basin wall.

E15. TENNIS COURT POSTS AND NETS

E15.1 This specification will cover the supply and installation of the tennis posts, and nets at both the Sir John Franklin and Joe Malone Park sites. The Contractor is made aware the two sites have different site models of equipment specified, and shall ensure the proper equipment is installed at each site.

E15.2 Materials

- (a) Sir John Franklin Tennis Posts: As manufactured by Douglas Tennis Systems, or approved equal. Post model: Premier XS, # 63032SS, 73 mm (2 7/8") round, 8 gauge steel, Stainless Steel gears, green colour c/w 610 mm (24") aluminum ground sleeve (GS-24RD) # 63171. Supply and install 3 sets of tennis posts and sleeves (six posts and sleeves).
- (b) Joe Malone Tennis Posts: As manufactured by Douglas Tennis Systems, or approved equal. Post model: Premier SQ, # 63053, 75 mm (3") square, 11 gauge steel, Plated steel gears, green colour. Supply and install 3 sets of tennis posts (six posts). Note: these posts will have to be cut down and welded to new surface mount steel base plates. Manufacturer to also provide 4 cans of aerosol spray paint, for touching up the new welds and base plates.
- (c) Sir John Franklin Tennis Nets: As manufactured by Douglas Tennis Systems, or approved equal. Net to be #30030 Model TN-30DM. Supply and install three (3) nets.
- (d) Joe Malone Park Tennis Nets: As manufactured by Douglas Tennis Systems, or approved equal. Net to be #30030 Model TN-30DM. Supply and install three (3) nets. Note: tennis nets are to be custom modified to a 12.04 metre (39.5') post spacing by the manufacturer or the Contractor.
- (e) Joe Malone Park Steel Base Plates: to be custom manufactured to the detail shown on drawing details 3, 4 -L2. All metal to be primed and painted to match tennis posts.
- (f) Concrete shall be in accordance with C.W. 2160 Concrete for Underground Structures and Works and as per Section E16 Concrete Footings.

E15.3 Sir John Franklin Tennis Posts and Nets:

- (a) Contractor to install Sir John Franklin tennis posts in concrete footings as shown in details 6, 7 L1. Install ground sleeves in wet concrete ensuring the ground sleeves are installed plumb. Glue posts into ground sleeve with one full tube of construction adhesive installed to inside wall of ground sleeve.
- (b) Install tennis nets upon completion of the project.

E15.4 Joe Malone Park Tennis Posts and Nets:

- (a) Contractor to cut existing steel posts off 25 mm above new asphalt paving.
- (b) Custom fabricate a new 25 mm thick steel base plate with a centre hole opening of 95 mm and slide over remnant of old post. Base plate to be primed on all surfaces before installing. Shim the plate level with a full tube of silicone sealant. Weld new steel base plate continuously to the top edge of the existing post remnant. Grind all welds smooth.
- (c) Cut new tennis post down, so top of new post will be 1070 mm (43") above the top of the asphalt paving. Weld new post to base plate.
- (d) Weld all 4 - 6 mm steel braces to the base of the post and the steel base plates. All welds to be continuous and ground smooth. Finish all metal with one coat of primer and two coats of paint to match the manufacturer's tennis posts.

- (e) Contractor shall install the tennis nets which have been modified to a 12.04 metre (39.5') post spacing upon the completion of the project.

E15.5 Basis of Payment:

- (a) Sir John Franklin C.C.: Tennis posts and concrete footings will be paid on a per unit basis and is to be included in Unit Cost Item No. 7 "Supply and install tennis posts and concrete footings". The price shall include all costs for the concrete pile, ground sleeve and tennis post. The tennis nets will be paid on a per unit basis and is to be included in Unit Cost Item No. 8 "Supply and install tennis nets".
- (b) Joe Malone Park: Tennis posts and new metal base plates will be paid on a per unit basis and is to be included in Unit Cost Item No. 13 "Cut off existing posts, supply new base plates and new tennis posts". The price shall include all costs for the modification to the existing steel posts, new steel base plates and tennis post. The tennis nets will be paid on a per unit basis and is to be included in Unit Cost Item No. 14 "Supply and install new modified length tennis nets".

E16. CONCRETE FOOTINGS

E16.1 All new tennis posts at Sir John Franklin C.C., are to be set in concrete footings to ensure stability and prevent frost heaving. The current Standard Construction Specifications of the City of Winnipeg, CW 2160. Concrete to be Used in Underground Works, is to utilize in the installation of the concrete Works for all below ground components.

E16.2 The specific concrete requirements shall be:

- (a) Sulfate resistant, Type 50 Cement
- (b) 28 day compressive strength of 30 Mpa
- (c) maximum aggregate size of 40mm, nominal
- (d) slump 90 20mm
- (e) maximum water/cement ratio 0.45

E16.3 Installation

- (a) Contractor to install concrete footings prior to the finish asphalt surfacing being installed. Stake out the location of all six (6) new tennis post locations and verify the court locations are located as per drawing detail 3-L1.
- (b) The Contractor shall install the concrete footings to the size and depth shown on drawing detail 6, 7 L1 and reinforced as per the drawing detail.
- (c) The top 2.3 metre of the concrete pile is to be formed in a sonotube which is wrapped with two layers of 4 mil poly. Form top 90 mm of pile in 200 mm dia. sonotube as shown on the drawing.

E16.4 Basis of Payment:

- (a) Sir John Franklin C.C.: Tennis posts and concrete footings will be paid on a per unit basis and is to be included in Unit Cost Item No. 7 "Supply and install tennis posts and concrete footings". The price shall include all costs for the concrete pile, ground sleeve and tennis post.

E17. CHAIN LINK FENCING

E17.1 This specification supplements and amends C.W. 3550 Chain Link Fencing

E17.2 All new fencing shall be 3000 mm (10') height, with knuckled top and bottom fabric.

E17.3 All mesh shall be installed tight to the surface of the new asphalt paving and be installed on the tennis court side of the fence.

- E17.4 Vehicle gate posts only are to be installed in 400 mm dia. by 3 metre deep concrete piles, complete with reinforcing as noted on the drawings. Gate to be mounted 50 mm above asphalt paving (on hinge side of gate).
- E17.5 At each post on each side of man openings, and at corner gate post locations, install 60.3 horizontal middle rails on each section of fence, closest to the gate/corner posts.
- E17.6 Install horizontal bottom rail on fence completely around the perimeter, maximum 50 mm above the paving.
- E17.7 Do not install bottom rail or mesh until the Plexipave coating has been installed.
- E17.8 Basis of Payment:
- (a) Sir John Franklin C.C.: Chain link fencing will be paid on a per lineal metre basis and is to be included in Unit Cost Item No. 10 "Supply and install new chain link fencing". The vehicle gate will be paid on a per unit basis and is to be included in Unit Cost Item No. 11 "Supply and install 3.6 metre wide chain link vehicle gate".

E18. SODDING

- E18.1 This specification shall amend CW 3510 Sodding and CW 3540 Topsoil and Finish Grading for the Establishment of Turf Areas
- E18.2 The Contractor shall install a 75 mm depth of topsoil below all new areas of sod. Where the new sod meets the existing sod it shall be cut into the existing sod to meet flush with the existing sod.
- E18.3 Basis of Payment
- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured on a per metre basis for the Items of Work listed below, which price shall include all costs for the excavation, placement of topsoil, sod installation and thirty day sod maintenance period.
- (i) Sir John Franklin C.C.: item No: 12 – Sod and 75 mm depth topsoil