



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 760-2019**

**OPTIMIST PARK – EAST SOCCER FIELD AND ASSOCIATED FACILITIES**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	4

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	1
B6. Addenda	2
B7. Substitutes	2
B8. Bid Components	3
B9. Bid	4
B10. Prices	4
B11. Disclosure	5
B12. Conflict of Interest and Good Faith	5
B13. Qualification	6
B14. Opening of Bids and Release of Information	7
B15. Irrevocable Bid	7
B16. Withdrawal of Bids	7
B17. Evaluation of Bids	8
B18. Award of Contract	8

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	1
D5. Contractor's Supervisor	2
D6. Ownership of Information, Confidentiality and Non Disclosure	2
D7. Notices	2

#### Submissions

D8. Authority to Carry on Business	3
D9. Safe Work Plan	3
D10. Insurance	3
D11. Contract Security	3
D12. Subcontractor List	4
D13. Detailed Work Schedule	4

#### Schedule of Work

D14. Commencement	5
D15. Substantial Performance	5
D16. Total Performance	5
D17. Liquidated Damages	6
D18. Scheduled Maintenance	6

#### Control of Work

D19. Job Meetings	6
D20. Drawings and Specifications	6
D21. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	7
D22. The Workplace Safety and Health Act (Manitoba) – Qualifications	7

**Measurement and Payment**

D23. Payment	7
--------------	---

**Warranty**

D24. Warranty	7
---------------	---

**Third Party Agreements**

D25. Funding and/or Contribution Agreement Obligations	7
--	---

Form H1: Performance Bond	10
---------------------------	----

Form H2: Labour and Material Payment Bond	12
---	----

Form H3: Irrevocable Standby Letter of Credit	14
---	----

Form J: Subcontractor List	16
----------------------------	----

**PART E - SPECIFICATIONS**

**General**

E1. Applicable Specifications and Drawings	1
--	---

E2. Soils Investigation Report	1
--------------------------------	---

E3. Hazardous Materials	1
-------------------------	---

E4. Site Access	1
-----------------	---

E5. Permits, Notices, Licenses, Certificates, Laws And Rules	1
--	---

E6. Damage To Existing Structures And Property	2
--	---

E7. Existing Services and Utilities	2
-------------------------------------	---

E8. Pedestrian Safety And Traffic Management	2
--	---

E9. Protection of the Survey Infrastructure	2
---	---

E10. Temporary Utilities	3
--------------------------	---

E11. Site Enclosures	3
----------------------	---

E12. Stakes and Marks	3
-----------------------	---

E13. Test Reports	3
-------------------	---

E14. Site Restoration	4
-----------------------	---

**Site Development**

E15. Site Preparation, Earthwork and Grading	4
--	---

E16. Culverts	6
---------------	---

E17. Parking Lot and Pathway	7
------------------------------	---

E18. Topsoil, Sodding and Seeding	7
-----------------------------------	---

E19. Chain Link Fencing	9
-------------------------	---

E20. Bollard Fencing	10
----------------------	----

E21. Foundations	10
------------------	----

E22. Site Furniture	11
---------------------	----

E23. Soccer Goals	12
-------------------	----

E24. Memorial Stone	12
---------------------	----

**Playground Site Development**

E25. Sub-Surface Drainage	13
---------------------------	----

E26. Timber Edging	14
--------------------	----

E27. Wood Fibre Protective Surfacing	16
--------------------------------------	----

**Play Equipment**

E28. General	17
--------------	----

E29. Canadian Standards Association	17
-------------------------------------	----

E30. Maintenance Kits	18
-----------------------	----

E31. Playstructure	18
--------------------	----

E32. Independent Play Components	20
----------------------------------	----

E33. Swing Set	21
----------------	----

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 OPTIMIST PARK – EAST SOCCER FIELD AND ASSOCIATED FACILITIES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 13, 2019.

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

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

### **B3. SITE INVESTIGATION**

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

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

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

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

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

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

### **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 Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B6.4 The Bidder is responsible for ensuring that he/she 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.
- B6.5 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
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

## **B7. SUBSTITUTES**

- B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her 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 he/she wishes 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 his/her 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;
  - (b) Form B: Prices.
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 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.
- B8.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.5 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 Tender 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
- B8.5.1 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 Tender number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B8.6 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204-949-1178.
- B8.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time or guarantee the successful receipt of a faxed Bid Submission.
- B8.7 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.

B8.8 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).

B8.8.1 Bids submitted by internet electronic mail (e-mail) will not be accepted.

**B9. BID**

B9.1 The Bidder shall complete Form A: Bid, making all required entries.

B9.2 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/her own name, his/her 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/her 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, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B9.4 Paragraph 11 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/her 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/her 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 should be printed 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).

## **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) Playquest
  - (i) Playquest provided drawings and costing for the play equipment to be supplied by BCI Burke Company.

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

B12.1 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 its 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 its 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 its 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 its 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 its 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 its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its 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 its 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 its 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 its 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, Materials Management Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/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).
- 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 on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B13.5 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.

B13.6 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.

#### **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 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>

B14.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) 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/>

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 9 of Form A: Bid.

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 9 of Form A: Bid.

#### **B16. WITHDRAWAL OF BIDS**

B16.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B16.1.1 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.

- B16.1.2 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 11 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B16.1.3 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 11 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Bid withdrawn.
- B16.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B15.2 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.

## **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 his/her Bid or in other information required to be submitted, that he/she is qualified.
- B17.4 Further to B17.1(c), where the Total Bid Price exceeds the funds stated in D2.3, the City may determine that no award will be made in accordance with B18.2.1(a).
- B17.5 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.
- B17.5.1 Further to B17.1(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.

## **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 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.

- 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.
- B18.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B18.4 Notwithstanding C4, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B18.5 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 2019-01-15) 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](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the construction of a soccer field and associated parking lot and playground.

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

- (a) The clean out of the existing ditch and removal of culvert;
- (b) The preparation / farming of the field prior to construction;
- (c) Site grading including supply and installation of culverts;
- (d) The construction of the sodded soccer field;
- (e) The sodding and seeding of turf;
- (f) The construction of the parking lot and pathway;
- (g) The construction of the play area with timber edging, subsurface drainage and engineered wood fibre safety surfacing;
- (h) The supply and installation of play equipment;
- (i) The supply and installation of chain link and wood bollard fencing;
- (j) The relocation of the existing memorial stone including the construction of a new concrete base.

D2.3 The funds available for this Contract are \$700,000.00.

#### D3. DEFINITIONS

D3.1 When used in this Tender:

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

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is David Wagner Associates Inc., represented by:

David Wagner  
Landscape Architect  
Telephone No. 204 452-2426  
Email Address dwagner@dwla.ca

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

D4.3 Bids Submissions must be submitted to the address in B8.

**D5. CONTRACTOR'S SUPERVISOR**

D5.1 At the pre-construction meeting, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

**D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

**D7. NOTICES**

D7.1 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.

D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D7.3, D7.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.

D7.3 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:

The City of Winnipeg  
Attn: Chief Financial Officer  
Office of the Chief Administrative Officer  
Susan A. Thompson Building  
2nd Floor, 510 Main Street  
Winnipeg MB, R3B 1B9

D7.4 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 facsimile number:

The City of Winnipeg  
Legal Services Department  
Attn: Director of Legal Services  
Facsimile No.: 204 947-9155

**D7.5 Bids Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

## **SUBMISSIONS**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

D8.1 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.

### **D9. SAFE WORK PLAN**

D9.1 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.

D9.2 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>

### **D10. INSURANCE**

D10.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg and David Wagner Associates Inc. added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) 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.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 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.

D10.4 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.

### **D11. CONTRACT SECURITY**

D11.1 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 form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; and



- (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price; or
- (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 form attached to these Supplemental Conditions (Form H3: Irrevocable Standby Letter of Credit), 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.

D11.1.1 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.

D11.2 The Contractor shall provide the City Solicitor with the required contract 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.

D11.3 Where the Contract Security is provided in accordance with D11.1(a) and D11.1(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 D11.1(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.

## **D12. SUBCONTRACTOR LIST**

D12.1 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.

## **D13. DETAILED WORK SCHEDULE**

D13.1 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.

D13.2 The detailed work schedule shall consist of the following:

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

D13.3 Further to D13.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:

- (a) Start-up Date;
- (b) Ordering, delivery and installation of playground equipment;
- (c) Substantial Performance; and,
- (d) Total Performance.

- D13.4 Further to D13.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.
- D13.5 The Work Schedule and Gantt Chart shall be updated on a bi-weekly basis or as requested by the Contract Administrator.

## **SCHEDULE OF WORK**

### **D14. COMMENCEMENT**

- D14.1 The Contractor shall not commence any Work until he/she is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.
- D14.2 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 D8;
    - (ii) evidence of the workers compensation coverage specified in C6.15;
    - (iii) the Safe Work Plan specified in D9;
    - (iv) evidence of the insurance specified in D10;
    - (v) the contract security specified in D11;
    - (vi) the Subcontractor list specified in D12; and
    - (vii) the detailed work schedule specified in D13.
  - (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.
- D14.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.
- D14.4 The Contractor shall order the play equipment within seven (7) Calendar Days of receipt of the Purchase Order and provide the Contract Administrator with written confirmation of the delivery date(s).
- D14.5 The City intends to award this Contract by September 17, 2019.
- D14.5.1 If the actual date of award is later than the intended date, the dates specified for Substantial Performance and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

### **D15. SUBSTANTIAL PERFORMANCE**

- D15.1 The Contractor shall achieve Substantial Performance by June 23, 2020.
- D15.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D15.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

### **D16. TOTAL PERFORMANCE**

- D16.1 The Contractor shall achieve Total Performance by June 30, 2020.

D16.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D16.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

#### **D17. LIQUIDATED DAMAGES**

D17.1 If the Contractor fails to achieve Substantial Performance 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.

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

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

#### **D18. SCHEDULED MAINTENANCE**

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

- (a) Sod maintenance as specified in E18.4;
- (b) Seeding maintenance as specified in E18.4.

D18.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

### **CONTROL OF WORK**

#### **D19. JOB MEETINGS**

D19.1 Regular bi-weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D19.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

#### **D20. DRAWINGS AND SPECIFICATIONS**

D20.1 The Contractor shall maintain one full size set of Drawings and Specifications on Site at all times during construction. This shall include the shop drawings, complete construction details, change orders and any other information pertinent to the construction of the project. The drawings shall be printed in colour if colour is used to convey information.

D20.2 The Contractor shall maintain a set of Record Drawings on Site marking all Changes in Work. The information shall be submitted to the Contract Administrator at Total Performance. There shall be no separate payment for Record Drawings.

**D21. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D21.1 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).

**D22. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D22.1 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 its sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

**MEASUREMENT AND PAYMENT**

**D23. PAYMENT**

D23.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**WARRANTY**

**D24. WARRANTY**

D24.1 Warranty is as stated in C13.

D24.2 Manufacturer's warranties on play equipment shall apply.

**THIRD PARTY AGREEMENTS**

**D25. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS**

D25.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D25.2 Further to D25.1, in the event that the obligations in D25 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D25.3 For the purposes of D25:

- (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.

D25.4 Modified Insurance Requirements

D25.4.1 If not already required under the insurance requirements identified in D10, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint

names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.

- D25.4.2 If not already required under the insurance requirements identified in D10, the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D25.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D25.4.4 Further to D10.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D25.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D25.5 Indemnification By Contractor
- D25.5.1 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.
- D25.6 Records Retention and Audits
- D25.6.1 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.
- D25.6.2 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 D25.6.1 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.
- D25.7 Other Obligations
- D25.7.1 The Contractor consents to the City providing a copy of the Contract to the Government of Manitoba and/or the Government of Canada upon request from either entity.

- D25.7.2 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.
- D25.7.3 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.
- D25.7.4 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.

**FORM H1: PERFORMANCE BOND**  
(See D11)

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

TENDER NO. 760-2019

OPTIMIST PARK – EAST SOCCER FIELD AND ASSOCIATED FACILITIES

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: LABOUR AND MATERIAL PAYMENT BOND**  
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_  
his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Principal"), and

\_\_\_\_\_  
his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), for the use and benefit of claimants as hereinbelow defined, in the amount of

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

of lawful money of Canada, for the payment whereof we, the Principal and the Surety jointly and severally bind ourselves firmly by these presents.

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

TENDER NO. 760-2019

OPTIMIST PARK – EAST SOCCER FIELD AND ASSOCIATED FACILITIES

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 promptly make payment to all claimants as hereinafter defined, for all labour, service and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject, however, to the following conditions:

- (a) A claimant is defined as one having a direct contract with the Principal for labour, service and material, or any of them, used or reasonably required for use in the performance of the contract, labour, service and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment (but excluding rent of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract;
- (b) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work, labour or service was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon;
- (c) No suit or action shall be commenced hereunder by any claimant
  - (ii) unless claimant shall have given written notice to the Principal and the Surety above-named, within one hundred and twenty (120) days after such claimant did or performed the last of the work, labour or service, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work, labour or service was done or performed. Such notice shall be served by mailing the same by registered mail to the Principal, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the Province of Manitoba;

- (iii) after the expiration of one (1) year following the date on which Principal ceased work on said Contract; including work performed under the guarantees provided in the Contract;
  - (iv) other than in a court of competent jurisdiction in the Province of Manitoba.
- (d) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.
- (e) The Surety shall not be liable for a greater sum than the specified penalty of this bond.

The Principal and Surety hereby agree that The Guarantors' Liability Act (Manitoba) shall apply to this Bond.

IN TESTIMONY WHEREOF, the Principal has hereunto set its hand affixed its seal, and the Surety has caused these presents to be sealed and with its corporate seal duly attested by the authorized signature of its signing authority this

\_\_\_\_\_ 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 H3: IRREVOCABLE STANDBY LETTER OF CREDIT  
(CONTRACT SECURITY)  
(See D11)**

\_\_\_\_\_  
(Date)

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

RE: CONTRACT SECURITY - TENDER NO. 760-2019

OPTIMIST PARK – EAST SOCCER FIELD AND ASSOCIATED FACILITIES

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.

Except where they may conflict with the terms and conditions contained in this Letter of Credit, the International Standby Practices 1998 shall apply to this Letter of Credit. This Letter of Credit shall also be governed by and construed in accordance with the laws of the Province of Manitoba and of Canada as applicable therein, except to the extent that such laws are inconsistent with the International Standby Practices 1998. This Letter of Credit is subject to the exclusive jurisdiction of the courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

\_\_\_\_\_  
(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 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>Drawing No.</u>	<u>Drawing Name/Title</u>
L-1	Site Survey Existing Conditions
L-2	Development and Layout Plans
L-3	Grading Plan and Details
L-4	Playground and Details

#### E2. SOILS INVESTIGATION REPORT

- E2.1 None available.

#### E3. HAZARDOUS MATERIALS

- E3.1 If 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. SITE ACCESS

- E4.1 Access to the Site will be determined at the pre-construction meeting. The access areas shall be maintained and restored by the Contractor at his own expense and approved by the Contract Administrator.
- E4.2 The Contractor's operations shall be limited to the Site access location and the minimum area necessary for undertaking the Work. The Contractor shall be responsible for all damage resulting from his Work on private or public property.

#### E5. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES

- E5.1 Further to C: 6.12, the Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of same before proceeding with the Work, and pay any cost attached to the inspection of such plans.

- E5.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.
- E5.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.
- E5.4 All Work shall be performed in compliance with Manitoba Workplace Safety and Health.
- E5.5 All Work shall be performed in compliance with Manitoba Workplace Safety and Health Fall Protection guidelines.
- E5.6 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 Safety and Health 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.

## **E6. DAMAGE TO EXISTING STRUCTURES AND PROPERTY**

- E6.1 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 and Contract Administrator, and the cost of which shall be borne entirely by the Contractor. The Contractor shall also indemnify and save harmless the City and David Wagner Associates Inc. from all claims made directly or indirectly against it in respect to any such damage.

## **E7. EXISTING SERVICES AND UTILITIES**

- E7.1 No responsibility will be assumed by the City of Winnipeg for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface; the City of Winnipeg shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.
- E7.2 **There is a buried MTS cable which is to be located and protected during construction.**

## **E8. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT**

- E8.1 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 Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by him at his/her own expense, to the satisfaction of the Contract Administrator.

## **E9. PROTECTION OF THE SURVEY INFRASTRUCTURE**

- E9.1 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.
- E9.2 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.

E9.3 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.

E9.4 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.

## **E10. TEMPORARY UTILITIES**

E10.1 Further to C: 6.12, the Contractor shall make his own arrangements in connection with the temporary use of lighting, power, gas, sewer, water or other utilities, and pay all costs in connection therewith.

E10.2 All necessary permits, fees and other like expenses as well as the cost of temporary connections to existing facilities shall be arranged and paid for by the Contractor.

## **E11. SITE ENCLOSURES**

E11.1 Temporary Site enclosures, if determined necessary at the pre-construction meeting, shall be erected and maintained as required for the duration of the construction period.

E11.2 Site enclosures shall be considered incidental to the Contract Work.

## **E12. STAKES AND MARKS**

E12.1 The Contractor is responsible for the layout of all Work. Key grade stakes shall be identified at the pre-construction meeting.

E12.2 The Contract Administrator shall be advised of the staking of the layout and site grades at least twenty-four (24) hours in advance in order that the layout and site grades may be inspected and adjusted as required prior to construction.

E12.3 The Contractor is responsible for the maintenance of the layout and grade stakes throughout the construction process.

E12.4 The Contractor shall determine the meaning and correctness of the stakes and marks before starting the Work. If an error is suspected in the Drawings, Specifications or directions of the Contract Administrator, Work will be discontinued until the error is rectified. No claim will be made due to alleged inaccuracies in the stakes and marks and for delay in the Work to rectify an error.

## **E13. TEST REPORTS**

E13.1 Where required by the Contract Administrator, the Contractor shall provide certified copies of tests upon materials to be used in construction of the Work, indicating that the materials comply with the Specifications.

E13.2 Submit test results to the Contract Administrator within ten (10) Calendar Days of request.

E13.3 All testing costs shall be the responsibility of the Contractor.



## **E14. SITE RESTORATION**

- E14.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.
- E14.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.
- E14.2 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.

## **SITE DEVELOPMENT**

### **E15. SITE PREPARATION, EARTHWORK AND GRADING**

- E15.1 General Description
- (a) Further to CW 3110 and 3170, this specification shall cover site preparation, earthwork and rough grading, including:
- (i) The farming of the existing Site for the purposes of rough grading.
  - (ii) The stripping and stockpiling of existing topsoil.
  - (iii) The clean out of the existing north ditch and connection of swales to existing surrounding ditches.
  - (iv) The cut and fill required to achieve the rough grades and drainage patterns as shown on the Drawings.
  - (v) The spreading of stockpiled topsoil.
- (b) The ditch within the north edge of the Site, and all ditches and swales around the Site, are to be maintained in good working condition during the entire construction process in order to not disrupt drainage of adjacent properties.
- (i) Work on the ditches is to be scheduled for suitable conditions and done in a timely manner so as not to disrupt drainage.
- E15.2 Materials
- (a) Fill Material
- (i) Fill material, if required, shall be imported and in accordance with CW 3110.
- (b) Herbicides
- (i) Herbicides shall be standard commercial products registered for sale and use in Canada under the Pest Control Products Act.
- E15.3 Equipment
- (a) Cut and fill operations and topsoil placement shall include the use of draught, grader, farm machinery, landscape and / or construction equipment with tracks or floatation tires. The use of skid steer equipment is not permitted.
- (b) Compaction shall include the use of sheep's foot or other suitable compaction equipment as approved by the Contract Administrator.
- (c) All finish grading must be undertaken using earth moving equipment guided by laser or GPS controlled data. Visual grade stakes shall also be installed to supplement the electronic data.

#### E15.4 Preparation of Existing Ground Surface

- (a) The area for the Preparation of Existing Ground Surface, or farming of the area, shall not include the existing ditch area along the north edge of the Site.
- (b) The existing field / construction area, shall treated with an approved Glyphosate broad spectrum systemic herbicide in accordance with the manufacturer's specification. The application shall be made by an individual licensed to apply such a chemical and as per CW 3510.
- (c) When appropriate, the treated area shall be rotovated, ploughed or otherwise worked, as determined in consultation with the Contract Administrator.
- (d) Once worked, given suitable conditions, the subject area shall be raked and / or harrowed to collect and remove detritus, plant and / or materials unsuitable to be used:
  - (i) As sub base under imported topsoil;
  - (ii) As growing medium (topsoil) for the fescue seeded area.
- (e) The topsoil shall be stripped and stockpiled on Site as determined in consultation with the Contract Administrator.
- (f) All surplus materials shall be disposed of as per CW 3170.

#### E15.5 Site Grading Including Ditch Work

- (a) The construction area is to be excavated or filled to achieve rough grade.
- (b) The stripped topsoil shall be used as:
  - (i) The top layer for the rough grading for all areas except the parking lot, pathway and playground, and
  - (ii) The topsoil for the area to be seeded.
- (c) Rough grade is to be to levels, profiles and contours allowing for surface treatment as indicated on Drawings and as specified herein:
  - (i) Topsoil and Sodding of Soccer Field – 150mm
  - (ii) Topsoil and Sodding of Other Areas – 75mm
  - (iii) Fescue Seeding on Native Soil – 0mm
  - (iv) Parking Lot and Pathway – 375mm
  - (v) Playground – refer to Drawing L-4 for details
- (d) The line and grade of the north ditch is to be established taking into account any existing culverts which are to remain in working order. One existing culvert and crossing, as shown on the Drawings, is to be removed.
  - (i) Maximum ditch side slope is to be 4:1. Ditch / swale bottoms are to be minimum 1m wide.
- (e) On site storm water storage areas are to be created as shown on the Drawings in conjunction with culvert outlets for each.
- (f) Minimal site disturbance is to occur outside the Construction Boundary.
- (g) Wherever the proposed Site grading is to meet existing Site grades, the grades are to match and positive Site drainage is to be maintained.
- (h) In fill areas, the Contractor shall scarify the existing ground to a minimum depth of 150mm prior to the placement of any imported fill.
- (i) Compaction of fill is to achieve a minimum of 95% Proctor Density.
- (j) All surplus materials shall be disposed of as per CW 3170.
- (k) The rough grading shall be completed and reviewed by the Contract Administrator prior to installation of other Works.

#### E15.6 Method of Measurement and Basis of Payment

##### E15.6.1 Method of Measurement shall be as follows:

- (a) Site preparation, earthwork and grading will be measured on a square metre basis for:

- (i) "Preparation of Existing Ground Surface", and
- (ii) "Site Grading Including Ditch Work" on Form B: Prices.

**E15.6.2 Basis of Payment**

- (a) Site preparation, earthwork and grading 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.

**E16. CULVERTS**

**E16.1 General Description**

- (a) Further to CW 3610, this specification shall cover:
  - (i) The protection of existing culverts including clean out as required.
  - (ii) The supply and installation of one (1) one 300mm culvert for the parking lot entrance.
  - (iii) The supply and installation of one (1) 300mm culvert c/w 100mm orifice plate.
  - (iv) The supply and installation of three (3) 200mm culverts c/w 100mm orifice plate.

**E16.2 Materials**

- (a) CSP culverts to CW 3610 and as specified on the Drawings.
- (b) CSP Hinged Orifice Plate
  - (i) Falcon Manufacturing Ltd
  - (ii) 200Ø and 300Ø - Sized to fit culvert.
  - (iii) 100mm Orifice for both sizes.

**E16.3 Methods**

- (a) The existing culverts in the vicinity of the Construction Boundary are to be protected during the cleaning out of the ditch and adjacent site grading. The culverts are to be cleaned out and restored as required to function as intended and as per CW 3610.
- (b) The line and grade of each ditch and swale is to be established prior to new culvert installation.
- (c) Refer to Grading Plan L-3 for ditch grading and on Site storm water storage areas.
- (d) All surplus materials shall be disposed of as per CW 3170.
- (e) The new culverts are to be as per CW 3610.

**E16.4 Method of Measurement and Basis of Payment**

**E16.4.1 Method of Measurement shall be as follows:**

- (a) Culverts will be measured on a per unit basis for:
  - (i) "Supply and Installation of 12.5m 300Ø Culvert at Parking Lot",
  - (ii) "Supply and Installation of 5m 300Ø Culvert c/w 100mm Orifice Plate", and
  - (iii) "Supply and Installation of 5m 200Ø Culvert c/w 100mm Orifice Plate", on Form B: Prices.

**E16.4.2 Basis of Payment**

- (a) Culverts 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.

## **E17. PARKING LOT AND PATHWAY**

### **E17.1 General Description**

- (a) Further to CW 3110, CW 3130, and CW 3170, this specification shall cover:
  - (i) The supply and installation of the parking lot.
  - (ii) The supply and installation of the pathway/sitting area.

### **E17.2 Associated Work**

- (a) The existing topsoil shall be stripped and stockpiled as per E15.
- (b) Culverts shall be installed as per E16.
- (c) The installation of the new wood bollards and chain link fencing shall be coordinated with the construction of the parking lot.

### **E17.3 Materials**

- (a) Subbase course - 50mm down crushed limestone
  - (i) Crushed concrete is not acceptable.
- (b) Base course - 19mm down crushed asphalt cuttings
- (c) Geotextile
  - (i) Non-woven to CW 3130

### **E17.4 Methods**

- (a) The subgrade shall be prepared, including the removal and disposal of silt, organics, and unsuitable materials, as per CW 3170.
  - (i) The subgrade shall be filled as required with suitable native clay compacted in 150mm layers to 95% SPD.
  - (ii) Geotextile shall be installed to CW 3130. Geogrid shall be installed over unsuitable materials
- (b) The subbase shall be installed to 300mm depth and compacted in 150mm layers to 100% SPD.
- (c) The base course shall be installed to 75mm depth and compacted to 100% SPD.
- (d) The parking lot entrance shall meet the existing gravel road and shall include all Site restoration to the existing road and ditches.
- (e) The pathway shall meet flush with the accessible entrance to the play area.

### **E17.5 Method of Measurement and Basis of Payment**

#### **E17.5.1 Method of Measurement shall be as follows:**

- (a) Parking lot and pathway will be measured on a square metre basis for:
  - (i) "Supply and Installation of Parking Lot", and
  - (ii) "Supply and Installation of Pathway/Sitting Area" on Form B: Prices.

#### **E17.5.2 Basis of Payment**

- (a) Parking lot and pathway 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.

## **E18. TOPSOIL, SODDING AND SEEDING**

### **E18.1 General Description**

- (a) Further to CW 3540, CW 3510, and CW 3520 this specification shall cover the supply and installation of topsoil, sod and seeding.

## E18.2 Materials

- (a) Topsoil
  - (i) As per CW 3540.
  - (ii) Topsoil for Sodded areas shall be imported topsoil.
  - (iii) Topsoil for Seeding shall be topsoil stockpiled on Site.
- (b) Sodding
  - (i) As per CW 3510
  - (ii) Sod shall be mineral base, big roll sod.
- (c) Seeding
  - (i) As per CW 3520
  - (ii) Fescue Seed: Brett Young; 28% Aberdeen Creeping Red Fescue, 16% Sheep Fescue, 16% Hard Fescue, 20% Heathland Chewings Fescue, 20% Dominator Perennial Rye Grass.
- (d) Slow Release Starter Fertilizer: 18-24-12
- (e) Bag tags shall be supplied to the Contract Administrator, prior to product installation, for both seed and fertilizer.

## E18.3 Methods

- (a) The topsoil and finish grading shall be installed as per CW3540 or as directed by the Contract Administrator.
- (b) The areas for seeding shall be fine graded using stockpiled soil to a minimum depth of 100mm and to the final grades shown on the Grading Plan. This shall be incidental to the Site Grading.
- (c) Topsoil placement operations shall use equipment as specified in E15.3.
- (d) Compacted topsoil depth shall be:
  - (i) Soccer Field: 150mm
  - (ii) Other Sodded Areas: 75mm
- (e) Following inspection of rough grading and compaction, the Work area shall be fine graded to provide a maximum deviation of 25mm in 10 metres from the design grade with no low areas to hold water. The finished surface of all disturbed areas shall be dragged smooth in such a manner that there are no loose soil particles greater than 25mm in maximum dimensions.
- (f) Sodding
  - (i) As per CW 3510
  - (ii) Fertilizer Rate: 5 lbs. per 1000 Sq. Ft. to be applied to topsoil prior to sodding.
  - (iii) Where the new sod meets existing turf, the existing turf is to be cut with a sod cutter to create neat and even edges. The sod is to meet the existing turf in a level manner after rolling. Seams shall be topdressed and seeded.
- (g) Seeding
  - (i) As per CW 3520.
  - (ii) Seed Rate: 4 lbs. per 1000 Sq. Ft.
  - (iii) Fertilizer Rate: 10 lbs. per 1000 Sq. Ft.
- (h) Areas to be sodded or seeded are as shown on Drawings. Site restoration, outside of those areas, remains the responsibility of the Contractor.

## E18.4 Maintenance Period

- (a) The Contractor shall maintain the sod for Ninety (90) Calendar Days after the completion of the installation. The turf shall be established in accordance with CW 3510.

- (b) The Contractor shall maintain the seeded area for Ninety (90) Calendar Days after the completion of the installation. The seed shall be germinated and grown to be consistent with the germination and growth date published by certified test plot trials for the seed(s).

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

##### E18.5.1 Method of Measurement shall be as follows:

- (a) Topsoil and turf will be measured on a square metre basis for:
  - (i) "Supply and Installation of 150mm Depth Topsoil and Sodding c/w 90 Day Maintenance",
  - (ii) "Supply and Installation of 75mm Depth Topsoil and Sodding c/w 90 Day Maintenance", and
  - (iii) "Supply and Installation of Seeding c/w 90 Day Maintenance" on Form B: Prices.

##### E18.5.2 Basis of Payment

- (a) Topsoil, sodding and seeding 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) Payment under this section shall be in accordance with the following:
  - (i) Seventy-five percent (75%) following the supply and installation of the topsoil, sod and seeding.
  - (ii) Twenty-five percent (25%) following termination of the maintenance period.

### E19. CHAIN LINK FENCING

#### E19.1 General Description

- (a) Further to CW 3550, this specification shall cover the supply and installation of chain link fencing as shown on the Drawings:
  - (i) Supply and Installation of Chain Link Fencing, 2.4m Ht.
  - (ii) Supply and Installation of Chain Link Fencing, 1.8m Ht.
  - (iii) Supply and Installation of Chain Link Fencing, 1.2m Ht.,
  - (iv) Supply and Installation of Double Chain Link Gate, 1.2m Ht., 3.0m opening.

#### E19.2 Materials and Methods

- (a) As specified in CW 3550 and on Drawings.
- (b) Fencing around the parking lot is to be installed centred within a 0.5 m strip within the granular paving.
- (c) Gate is to be a double gate for a 3.0m wide opening, complete with a latch suitable for a padlock.

#### E19.3 Method of Measurement and Basis of Payment

##### E19.3.1 Method of Measurement shall be as follows:

- (a) Chain link fencing will be measured on a linear metre basis for:
  - (i) "Supply and Installation of Chain Link Fencing, 2.4m Ht.",
  - (ii) "Supply and Installation of Chain Link Fencing, 1.8m Ht.",
  - (iii) "Supply and Installation of Chain Link Fencing, 1.2m Ht.", and
  - (iv) "Supply and Installation of Double Chain Link Gate" on Form B: Prices.

##### E19.3.2 Basis of Payment

- (a) Chain link fencing 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.

## **E20. BOLLARD FENCING**

### **E20.1 General Description**

- (a) This specification shall cover the supply and installation of wood bollard fencing as shown on the Drawings.

### **E20.2 Materials and Methods**

- (a) As specified on SCD-105B and spaced at 1.5m O.C.
- (b) Fencing around the parking lot is to be installed centred within a 0.5 m strip within the granular paving.
- (c) Fencing down the centre of the parking lot is to be located as shown on the Drawings to fit with the parking spaces.

### **E20.3 Method of Measurement and Basis of Payment**

#### **E20.3.1 Method of Measurement shall be as follows:**

- (a) Bollard fencing will be measured on a per unit basis for:
  - (i) "Supply and Installation of Wood Bollards" on Form B: Prices.

#### **E20.3.2 Basis of Payment**

- (a) Bollard fencing 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.

## **E21. FOUNDATIONS**

**E21.1** All play equipment posts, bases and anchors, and site furnishings are to be set in concrete footings or piles to ensure stability and prevent frost heaving. The current Standard Construction Specifications of the City of Winnipeg, CW 2160 – Concrete Underground Structures and Works, is to be utilized in the installation of the concrete works for all below ground components.

**E21.2** 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 20 mm, nominal;
- (d) slump 80 ±20 mm;
- (e) maximum water/cement ratio 0.49.

**E21.3** Installation

- (a) Contractor shall notify the Contract Administrator at least 48 hours prior to installation of concrete, so that footings may be inspected in advance of concrete being poured.
- (b) All posts and supports shall be centred in the concrete footing such that there is a complete collar of concrete around each post and support. Where posts are not perfectly centred there should be a minimum of 2" concrete at any point around the post.
- (c) All concrete footings for play equipment shall be a minimum of 914mm (3') depth, or in accordance with Manufacturer's specifications, whichever is greater.

**E21.4** Method of Measurement and Basis of Payment

E21.4.1 Method of Measurement shall be as follows:

- (a) Foundations shall be incidental to the measurement of Play Equipment and Site Furniture.

E21.4.2 Basis of Payment shall be as follows:

- (a) No separate payment shall be made for play equipment and site furniture foundations.

## **E22. SITE FURNITURE**

E22.1 General Description

- (a) This specification shall cover the pick-up and installation of site furniture as shown on the Drawings.

E22.2 Materials

(a) Picnic Table

- (i) Tache Style Wheelchair Metal Frame Picnic Table, Drawing No. SCD-122A, manufactured by the City of Winnipeg, galvanized finish for metal and cedar tone for the boards.

- (ii) Anchors: Two (2) Duckbill Anchors per table.

(b) Bench

- (i) Bench: Tache Composite Bench with Arms, Drawing No. SCD-121A, Product #52501085GLV, 1.8 M length (6'), manufactured by the City of Winnipeg, galvanized finish for metal and cedar tone for the boards.

(c) Ordering of Site Furniture

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

E22.3 Methods

- (a) All site furnishings are to be picked up from the City and installed according to Drawings using approved non-rusting, vandal resistant fasteners to ensure solid, durable, finished work suitable for the purpose intended. Fasteners and assembly hardware shall be incidental to the Work.
- (b) Foundations as per E21.
- (c) Picnic table is to be anchored with two (2) duckbill anchors.
- (d) All furnishings are to be installed plumb and true to correct elevations. The Contractor shall confirm proposed locations with the Contract Administrator prior to installation.
- (e) Site furnishings are to be kept clean of any granular, concrete, or other materials. Any damaged surfaces shall be touched-up to the satisfaction of the Contract Administrator.

E22.4 Method of Measurement and Basis of Payment

E22.4.1 Method of Measurement shall be as follows:

(a) Site furniture will be measured on a per unit basis for:

- (i) "Pick Up and Installation of Accessible Picnic Table Including Anchors", and
- (ii) "Pick Up and Installation of Benches" on Form B: Prices.

E22.4.2 Basis of Payment

- (a) Site furniture 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 picking up of furniture, and 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



## **E23. SOCCER GOALS**

### **E23.1 General Description**

- (a) This specification shall cover the supply and delivery of one (1) pair of soccer goals including anchors.

### **E23.2 Materials**

- (a) Goals
  - (i) Kwikgoal "Deluxe European Club Soccer" Goals, or approved substitute in accordance with B7.
  - (ii) Goals are to include nets.
  - (iii) Supplier: Soccerland.ca
- (b) Anchors
  - (i) Six (6) auger style earth anchors, Braber Earth Anchor, or approved substitute in accordance with B7.
  - (ii) 5/8" x 48" x 6" with top eye to accommodate chain and lock.

### **E23.3 Methods**

- (a) Goals and anchors are to be delivered to:
  - (i) City of Winnipeg Works Yard, 1 Midland Street, Winnipeg.

### **E23.4 Method of Measurement and Basis of Payment**

#### **E23.4.1 Method of Measurement shall be as follows:**

- (a) Soccer goals will be measured on a per unit basis for:
  - (i) "Supply and Delivery of Pair of Soccer Goals c/w Anchors" on Form B: Prices.

#### **E23.4.2 Basis of Payment**

- (a) Soccer goals 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 and delivering materials, and all other items incidental to the Work and as accepted by the Contract Administrator.

## **E24. MEMORIAL STONE**

### **E24.1 General Description**

- (a) This specification shall cover relocation of the existing Memorial Stone including the supply and installation of a new concrete base.

### **E24.2 Materials**

- (a) Concrete and reinforcing as per E21 and CW 2160.

### **E24.3 Methods**

- (a) The existing memorial stone is located near the SW corner of Optimist Park where the old entrance road was.
- (b) The existing stone is to be removed from its base and brought to the new location. The Contractor shall be responsible for the care and safety of the memorial stone during construction.
- (c) The old base is to be removed and disposed of.
- (d) A new concrete base is to be installed as per Drawings.
- (e) The memorial stone is to be dowelled and epoxied into place.

### **E24.4 Method of Measurement and Basis of Payment**

#### **E24.4.1 Method of Measurement shall be as follows:**

- (a) Memorial stone will be measured on a lump sum basis for:
  - (i) "Relocation of Existing Memorial Stone Including Supply and Installation of Concrete Base" on Form B: Prices.

#### E24.4.2 Basis of Payment

- (a) Memorial stone 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 relocating of the stone, and 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.

### PLAYGROUND SITE DEVELOPMENT

#### E25. SUB-SURFACE DRAINAGE

##### E25.1 General Description

- (a) This specification shall cover the supply and installation of a geocomposite prefabricated drain system and/or a perforated HDPE drainage pipe to take water out of the play area and emit to the ditch, as shown on the Drawings.
  - (i) This drainage system is in addition to any sub-surface drainage called for by the manufacturer of the play safety surfacing.
  - (ii) Work shall be executed as per CW 3120, CW 3130, SCD-650, SCD-659 and SCD-661.

##### E25.2 Materials

- (a) Drainage Pipe may be either:
  - (i) 150mm Multi-Flow Drain System or approved substitute in accordance with B7. Size shall be 150mm as shown on Drawings. All fittings shall be sized to fit and approved for use with Multi-Flow or approved substitute by the manufacturer.
    - (i) Manufacturer: Varicore Technologies, <http://www.multi-flow.com>
  - (ii) "Goldline" 100mm Ø high density polyethylene (HDPE) perforated drainage pipe, complete with fittings and polyester sock, or approved substitute in accordance with B7.
    - (i) Manufacturer: Prinsco Water Management Solutions, <http://www.prinsco.com>
- (b) Fittings
  - (i) The fittings used with the drainage system shall be of a snap together design. In no case shall any product be joined without the use of the manufacturer's connector designed specifically for the purpose.
- (c) Outlet Pipe
  - (i) Pipe for drain outlets shall be 100mm (4") high density polyethylene pipe meeting the requirements of AASHTO M252.2.4.
  - (ii) A rodent screen made of 7.6 mm by 7.6 mm square opening size, 1.6 mm gauge, stainless steel or galvanized welded mesh shall be installed in each outlet line. When using galvanized welded wire mesh, the rodent screen shall be galvanized after it has been formed to the shape and dimensions required.
  - (iii) Each outlet pipe shall have a HDPE Mitered Drain outlet. It shall be heavy duty and fastened securely to the pipe as per manufacturer's instructions.
- (d) Granular Backfill
  - (i) Backfill for the trenches shall be as per SCD-661 and SCD-659.
- (e) Geotextile Fabric
  - (i) Non-woven, to CW 3130.

##### E25.3 Methods

- (a) The Work shall be as per Drawings.

- (b) The layout of the sub-drain and proposed elevations are to be marked on Site and reviewed by the Contract Administrator. The multi-flow pipe may be installed vertically or horizontally as required by the grades.
- (c) The layout of the sub-drain is to be coordinated with the layout of the play equipment as per the Bidder's design so that there is no conflict between the sub-drain and the post holes.
- (d) Sub-drain is to be installed on the prepared subgrade surface to facilitate cross movement of water. Sub-drain shall be installed below geotextile and as shown on the Drawings.
  - (i) Play area is to be graded to drain towards the sub-drain. This sub-drain is to be used in conjunction with the appropriate wood fibre drainage system to bring water out of the play area.
  - (ii) The geotextile shall be considered incidental to sub-drain system and the Wood Fibre Protective Surfacing.
- (e) Trenches are to be excavated with a trenching machine or by hand. Locations, where the trench crosses existing utilities, irrigation pipes and all other sub-surface pipes or fixtures, are to be excavated by hand. The amount of trench excavated at any time shall not exceed the amount of drain that can be set and backfilled completely prior to the end of that Working Day. Trench width shall be as specified on the Drawings.
- (f) The bottom surface of the trench is to be free of loose particles and is to have the slope shown on the Drawings. Over excavation in the bottom of the trench shall be backfilled to the proper grade with the excavated material or sand prior to the placement of the drain. Where sand or excavated material is used to fill the trench to the proper elevation that material shall be compacted to 95% of standard proctor density using appropriate means. Where the trench is to pass through an area of existing turf, the excavated material is not to remain on the grassed surface for a period of longer than 24 hours. All excavated material shall be removed from the Site daily and disposed of legally.
- (g) Trenches are to be inspected by the Contract Administrator prior to backfilling.
- (h) Drain pipe is to be placed in the trench and the trench is to be backfilled according to detail Drawings. Backfill is to be lightly tamped into place to eliminate any voids.
- (i) Fittings for the drain shall be installed in accordance with manufacturer's recommendations.
- (j) Contractor is to protect the subdrain from excessive weight during the duration of construction. Any damaged drain system shall be replaced or repaired by splicing in an undamaged section of like material at the Contractor's expense.
- (k) Drainage layer required as part of the safety surfacing installation shall be considered incidental to the Wood Fibre Protective Surfacing.
- (l) The Contractor shall be responsible for restoration of any surfaces damaged during the Work under this section.

#### E25.4 Method of Measurement and Basis of Payment

##### E25.4.1 Method of Measurement shall be as follows:

- (a) Sub-surface drainage will be measured on a linear metre basis for:
  - (i) "Supply and Installation of Sub-surface Drainage System" on Form B: Prices.

##### E25.4.2 Basis of Payment

- (a) Sub-surface drainage 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.

#### E26. TIMBER EDGING

##### E26.1 General Description

- (a) This specification shall cover the supply and installation of double timber edging with cap to contain the protective surfacing for the play area.

## E26.2 Materials

- (a) Edging shall be subject to inspection and approval by the Contract Administrator.
- (b) Edging shall be as per SCD-651.
- (c) Timber Edging with Composite Cap
  - (i) All wood for the bottom row shall be spruce, pine or fir, No. 2 or better, no wane, bark, checking or splitting permitted. Wood shall be smooth (not rough sawn) and free of rough areas. All timbers to be 140 x 140mm with a minimum length of 1200mm.
  - (ii) Timbers shall be ACQ pressure treated (P.T.). All ends and cuts shall be treated with preservative before being secured.
  - (iii) The cap boards shall be 32 x 140 Trex or Reliaboard or approved substitute in accordance with B6. They shall be solid composite square edge boards, minimum length 1200mm. The colour is to be a cedar tone as approved by the Contract Administrator.
- (d) All fasteners used with the ACQ products shall be stainless steel or ceramic coated fasteners.
- (e) Geotextile fabric shall be non-woven, in accordance with CW 3130, and installed between the crushed granular base and the protective surfacing.
- (f) Granular base shall conform to CW 3110 and CW 3130.

## E26.3 Methods

- (a) Layout of edging shall be as shown on the Drawings, or as approved, to adequately provide protective surfacing area around play equipment, based on the most recent CSA safety zone requirements.
- (b) Grades for the installation of timber edging shall be as shown on Drawings, as required to adequately drain the play area, and as determined on Site in consultation with the Contract Administrator.
- (c) The accessible entrance shall be constructed as shown on the Drawings.
- (d) Timber Edging shall be installed as per Drawings.
  - (i) A compacted granular base course shall be installed to a minimum 75mm depth and as required to set the timbers at the correct grade. It is to be compacted to a minimum of 95 percent Proctor Density.
  - (ii) Base course timbers shall be pinned with a minimum of two (2) 19mm diameter by 500mm rebar at maximum 1200mm O.C.
  - (iii) For two and three tier edging, the upper timbers shall be securely spiked with a minimum of two (2) 12mm diameter by 250mm spikes, predrilled at maximum 1200mm O.C.
  - (iv) The cap boards shall be predrilled and screwed with two screws at each end of the timber and two across from each other every 600mm O.C. Screws shall be treated for ACQ use and sized to suit.
- (e) All timbers shall be cut neatly for a proper fit with no spaces or gaps between. All cuts, except in the untreated cap boards, shall be treated before being secured. Finished elevations shall ensure that all timbers are smooth, level, set plumb and spaced uniformly.
- (f) All corners and joints shall be lap joints where one layer overlaps the join of the other.

## E26.4 Method of Measurement and Basis of Payment

### E26.4.1 Method of Measurement shall be as follows:

- (a) Timber edging will be measured on a linear metre basis for:
  - (i) "Supply and Installation of Double Timber Edging with Cap" on Form B: Prices.

#### E26.4.2 Basis of Payment

- (a) Timber edging 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.

### E27. WOOD FIBRE PROTECTIVE SURFACING

#### E27.1 Description

- (a) This specification shall cover the supply and installation of engineered wood fibre protective surfacing, geotextile and associated sub-surface drainage.

#### E27.2 Materials

- (a) Wood Fibre product shall be either Zeagar Woodcarpet or Fibar FibarSystem 200 or 300 products or approved substitute in accordance with B7.
  - (i) Contact for Woodcarpet:  
Zeagar Bros. Inc.  
4000 East Harrisburg Pike ·  
Middletown, PA 17057  
USA  
Ph: (1-888) 346-8524 or (717) 944-7481 ·  
Fax (717) 944-7681  
[sales@zeager.com](mailto:sales@zeager.com)
  - (ii) Contact for Fibar System 200 or 300:  
The Fibar Group LLC  
80 Business Park Drive, Suite 300  
Armonk, NY 10504-1705  
USA  
Ph: (800) 342-2721  
Fax: (914) 273-8659  
[info@FibarPlaygrounds.com](mailto:info@FibarPlaygrounds.com)
- (b) If substitute to Zeagar Woodcarpet or Fibar FibarSystem 200 or 300 is proposed, it must meet the following conditions:
  - (i) materials must be IPEMA certified Engineered Wood Fiber
  - (ii) material must consist of random-sized, clean, engineered hardwood chips. Standard wood chips or bark mulch are not acceptable.
  - (iii) materials must meet or exceed ASTM F1292 standards for impact attenuation
  - (iv) materials must be certified by the CSA and approved for playground use
  - (v) materials must comply with ASTM F1951 for accessibility under the Canadians with Disabilities Act
  - (vi) materials must be covered by \$10,000,000.00 product liability insurance as well as provide a minimum 10 year warranty against loss of resiliency
- (c) Wood Fibre surfacing shall include wood fibre, non-woven geotextile fabric, subsurface drainage layer and mats for bottom of slides and under swings.
- (d) Wood Fibre surfacing shall be supplied by an authorized distributor and delivery slips are to be submitted to the Contract Administrator prior to installation.

#### E27.3 Methods

- (a) Sub grade preparation shall be inspected by the Contract Administrator prior to installation of safety surfacing.

- (b) Granular drainage layer shall be installed to 100mm depth. Geotextile fabric shall be installed to separate materials as shown on Drawings.
- (c) Sub-surface drainage Work specified in E25 shall be coordinated with the safety surfacing drainage system to create a total working system.
- (d) Wood Fibre shall be installed within the play areas, as defined by the timber edging to a minimum depth of 300 mm (after compaction). In the case where proposed play equipment includes a maximum fall height greater than 2.4m (8'), depth of material to directly correspond to maximum fall height of play equipment in accordance with manufacturer's specifications and based on the most recent CSA safety requirements.
- (e) The installation of the Wood Fibre shall be done immediately after the play equipment has been installed.
- (f) Installation of entire system, including fibre, geotextile fabric, subsurface drainage and mats shall be done according manufacturer's instructions. Adequate drainage within play equipment area must be ensured as per same.
- (g) Geotextile fabric must be cut and fit around playground equipment footings and overlap seams by 300mm.
- (h) The mats are to be installed directly on top of the geotextile fabric and secured in place with two (2) duckbill anchors per mat.
- (i) Installation shall be done by equipment sized to suit the Work being done and the Wood Fibre shall be spread by hand as necessary in the immediate vicinity of the play equipment so as not to damage same. The play equipment shall be swept clean to the satisfaction of the Contract Administrator after installation of the Wood Fibre.

#### E27.4 Method of Measurement and Basis of Payment

##### E27.4.1 Method of Measurement shall be as follows:

- (a) Wood fibre protective surfacing will be measured on a square metre basis for:
  - (i) "Supply and Installation of Engineered Wood Safety Surfacing c/w Drainage Layer" on Form B: Prices.

##### E27.4.2 Basis of Payment

- (a) Wood fibre protective 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 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.

## PLAY EQUIPMENT

### E28. GENERAL

- E28.1 This specification shall cover the supply and installation of the Play Equipment as listed below and specified herein.
- E28.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the drawings and specifications.
- E28.3 The Contractor shall be responsible for the layout of all play equipment and thus the extent of the safety surfacing required to comply with CSA standards.
- E28.4 The Contractor shall confirm with the Contract Administrator the final design, layout and colours of the play equipment prior to ordering the equipment.

### E29. CANADIAN STANDARDS ASSOCIATION

- E29.1 All playground equipment supplied and the method of installation shall be in accordance with the latest edition of the "National Standard of Canada, CAN/CSA-Z614-14".

### **E30. MAINTENANCE KITS**

E30.1 All play equipment shall include, at no extra cost, the supply of maintenance kits. Maintenance kits shall include maintenance manuals, complete manufacturer's parts lists, touch-up paint, PVC repair paint, 10% extra of each bolt, washer and any other hardware utilized on the play equipment, and all special tools necessary for assembly and maintenance.

### **E31. PLAYSTRUCTURE**

E31.1 This specification shall cover the supply and installation of the Playstructure, as shown on the Drawings.

#### **E31.2 Products**

- (a) BCI Burke Company custom playstructures, product # 104-119606-1 and as depicted on the attached Drawings, or approved substitute in accordance with B7.
  - (i) The structures shall be for both younger children (ages 2-5) and older children (ages 5-12) and organized as shown on the Drawings.
  - (ii) There shall be a metal slide for each age group.
  - (iii) The playstructure shall be spread out to utilize the play space with linkages between the various components.
  - (iv) At least one slide shall be accessible via a transfer module.
  - (v) The play equipment shall be vandal resistant and provide good visibility from all sides with limited solid panels.
- (b) Contact: markusr@questic.ca

#### **E31.3 Shop Drawings**

- (a) Further to CW 1110, shop drawings shall be submitted to the Contract Administrator for all the play equipment specified in this Section, within seven (7) Calendar Days of receipt of a Purchase Order.
- (b) Shop Drawings shall include, but not be limited to:
  - (i) Layout and configuration of equipment including required safety zones
  - (ii) Colours

#### **E31.4 Materials**

- (a) Posts / Caps
  - (i) All posts shall be a minimum of 127 mm (5") O.D. round tubing. All posts shall be fabricated from aluminum (0.125" min. wall thickness) tubing with a baked-on TGIC polyester powder coating. The powder coating finish shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating prior to powder coating. The bottom end of the posts is to be sealed with a moisture barrier.
  - (ii) Top caps for posts shall be aluminum die cast and powder coated the same as the post colour. All caps shall be factory installed and secured in place with tamper proof, self-sealing rivets.
- (b) Decks
  - (i) All decks shall be manufactured from vinyl-coated, perforated steel.
  - (ii) Increments between deck heights shall be 200 mm (8") unless connected by a climbing component.
- (c) Clamping System
  - (i) All deck, rail and play component clamping systems shall be fabricated from zinc plated, and galvanized steel, stainless steel or aluminum, and baked-on polyester powdercoated to match post colour unless noted otherwise. Tamper proof, corrosion resistant fasteners shall be used to retain clamping systems.

- (d) Handrails, Safety Rails and Handloops
  - (i) All handrails and safety rails shall be fabricated using a minimum of 1 1/8" O.D. with a 0.120" wall thickness steel tubing. After all fabrication activities have occurred including end cuts, drill holes, bends and weld joints, all components shall be hot dipped galvanized and baked-on polyester powdercoated.
- (e) Hardware
  - (i) All fasteners shall be socketed and tamper proof in design, and either carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel.
- (f) Poly Components
  - (i) Poly components such as play panels and handloops shall be fabricated from compression moulded solid colour, U.V. stabilized, high-density polyethylene.
  - (ii) Poly components such as slides and hoods shall be fabricated from U.V. stabilized, rotationally moulded linear low-density polyethylene.
- (g) Steel Slides
  - (i) Steel slides are to be 16-gauge 304 stainless steel.

E31.5 Play Components:

- (a) The following play components are to be included with the Playstructure, or approved substitute accordance with B7.
  - (i) one (1) Transfer Station to 32" deck;
  - (ii) one (1) Plank Climber c/w hand rails;
  - (iii) one (1) Stainless Steel Slide, 32" deck;
  - (iv) one (1) Intensity Roof;
  - (v) one (1) Chimes Panel on deck;
  - (vi) one (1) Trigon Arch Climber, ground level;
  - (vii) one (1) Apex Hole Climber;
  - (viii) one (1) Car Accessible Reach Panel, ground level;
  - (ix) three (3) Solis Post Toppers;
  - (x) three (3) Step Spot Pods, 8" ht.;
  - (xi) one (1) Ladybug;
  - (xii) one (1) Stainless Steel Wave Slide, 72" deck with side panels;
  - (xiii) one (1) Merge Climber, 72" ht.;
  - (xiv) one (1) Drum Accessible Reach Panel, ground level;
  - (xv) one (1) Limber Ladder Rope Climber;
  - (xvi) one (1) Agile Canyon Rope Climber with Agility Arc;
  - (xvii) one (1) Dynamic Pad;
  - (xviii) two (2) Tree Climbers;
  - (xix) one (1) S Balance Beam;
  - (xx) one (1) Athletic Arch HOH;
  - (xxi) one (1) Apex Wave Climber;
  - (xxii) one (1) Dynamic Disks;
  - (xxiii) two (2) Verto Climber 1;
  - (xxiv) one (1) Verto Climber 3;
  - (xxv) one (1) Apex Ellipse Climber;
  - (xxvi) one (1) Odyssey Double Post Climber.
- (b) The playstructure shall have grab bars, kickplates and handhold panels as required to meet the most recent Canadian Standards Association standards.

E31.6 Colours

- (a) Olive – Posts.



- (b) Red – All metal components unless noted elsewhere, slides, balance beam.
- (c) Lime – Solis Toppers, Intensity Roof, Dynamic Pad, Tree Climber, misc. accents.
- (d) Green – Tree Climber, Double Post Climber, misc. accents.
- (e) Lime, Green, Orange, Yellow – Plastic panels and misc. accents.
- (f) Brown – Decks.

#### E31.7 Installation

- (a) The playstructure shall be installed as per the Canadian Standards Association standard. All posts and other vertical items shall be true to vertical. All decks, if so designed, shall be level. For foundations refer to Clause E21.
- (b) The playstructure shall be installed by factory certified installers only and to manufacturer's specifications.
- (c) Installation of the playstructure shall be coordinated with associated Site development Work. The playstructure shall be secured and rendered unusable until protective surfacing is in place.
- (d) Playstructure shall be cleaned as per E14.

#### E31.8 Method of Measurement and Basis of Payment

##### E31.8.1 Method of Measurement shall be as follows:

- (a) Playstructure will be measured on a lump sum basis for: "Supply and Installation of Playstructure" on Form B: Prices.

##### E31.8.2 Basis of Payment shall be as follows:

- (a) Playstructure 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.

### **E32. INDEPENDENT PLAY COMPONENTS**

#### E32.1 General Description

- (a) This specification shall cover the supply and installation of Independent Play Equipment as shown on the Drawings.

#### E32.2 Shop Drawings

- (a) Further to CW 1110, shop drawings shall be submitted to the Contract Administrator for all the play equipment specified in this Section, within seven (7) Calendar Days of receipt of a Purchase Order.
- (b) Shop Drawings shall include, but not be limited to:
  - (i) Layout and configuration of equipment including required safety zones
  - (ii) Colours

#### E32.3 Products

- (a) BCI Burke Company, or approved substitute in accordance with B7.
- (b) One (1) Two Seat Rocker
  - (i) Colour: Olive with yellow seats
- (c) One (1) Swift Twist Spinner.
  - (i) Colour: red.
- (d) Contact: markusr@questic.ca

#### E32.4 Materials

- (a) All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all parts and materials.
- (b) Materials shall be as follows:
  - (i) All poly shall be fabricated from compressed or rotationally moulded, high-density polyethylene with U.V. stabilizers and all edges chamfered. Colours and graphics are to be moulded-in.
  - (ii) Metals shall be fabricated from galvanized steel tubing with a baked-on TGIC polyester powder coating.
- (c) Finishes
  - (i) Finishes shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating prior to powder coating.
- (d) Hardware
  - (i) All fasteners shall be tamper proof in design, requiring special tools. The fasteners shall be either carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel.

#### E32.5 Installation

- (a) All play equipment locations are to be approved by the Contract Administrator prior to installation.
- (b) All play equipment shall be installed as per the Canadian Standards Association Guidelines.
- (c) All play equipment shall be installed by factory certified installers only and to manufacturer's specifications. For foundations refer to Clause E21.

#### E32.6 Method of Measurement and Basis of Payment

##### E32.6.1 Method of Measurement shall be as follows:

- (a) Independent Play Components will be measured on a lump sum basis for: "Supply and Installation of Independent Play Components" on Form B: Prices.

##### E32.6.2 Basis of Payment shall be as follows:

- (a) Independent Play Components 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.

### E33. SWING SET

#### E33.1 General Description

- (a) This specification shall cover the supply and installation of one (1) complete swing standard as specified herein:
  - (i) BCI Burke Company, or approved substitute in accordance with B7.
  - (ii) Three Leg Heavy Duty Swing Frame, 2.4 m (8 ft.) high, Two -Bay, complete with two (2 ) slash-proof rubber, enclosed infant seats, and two (2 ) slash-proof rubber belt seat, heavy-duty chain, swing hangers and hammer locks/bolt links, or approved substitute in accordance with B7.
  - (iii) Color of frame: Olive

#### E33.2 Materials

##### E33.2.1 Topbeam

- (a) All topbeams shall be fabricated from 89mm (3 1/2") O.D. 8 gauge, RS40 galvanized steel pipe with anti-wrap swings. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating.

E33.2.2 Legs

- (a) All legs shall be fabricated from 60mm (2 3/8") O.D. 10 gauge, RS40 galvanized steel pipe. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating. The bottom end of the posts is to be sealed with a moisture barrier.

E33.2.3 Yoke Clamps

- (a) All yoke clamps shall be either one piece construction and fabricated from 8 gauge, RS40 galvanized steel pipe or two piece, compression clamping cast aluminium or galvanized metal complete with tamper-proof hardware.

E33.2.4 Swing Hangers

- (a) All swing hangers shall be fabricated from galvanized malleable iron and have oil impregnated bearings pressed in.

E33.2.5 Swing Chain

- (a) All swing chain shall be 4/0 straight link, galvanized steel.

E33.2.6 Enclosed Infant (Bucket) Seats

- (a) All enclosed infant seats shall be moulded of U.V. stabilized, high quality, rubber with a tempered stainless steel reinforcement plate insert moulded inside, rendering the seats slashproof. Infant seats shall be fully enclosed to prevent slipping out and provide extra lower back support.

E33.2.7 Belt Seats

- (a) All belt seats shall be moulded of U.V. stabilized, high quality, rubber with a tempered stainless steel reinforcement plate insert moulded inside, rendering the seats slashproof. The perimeter shall be moulded to form a blunt, impact absorbing edge.

E33.2.8 Hardware

- (a) All fasteners shall be tamper proof in design, requiring special tools. The fasteners shall be either carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel.

E33.2.9 Concrete Foundations

- (a) Post shall be installed into a concrete footing the composition of which is detailed in E21.

E33.3 Installation

- (a) Installation shall be in accordance with Manufacturer's specifications and in accordance with the most recent Canadian Standards Association Standards within the designated play equipment area on the Drawings.
- (b) Top rail is to be level and posts securely anchored in concrete.
- (c) Swing seats shall not be installed until the protective surfacing, has been installed.

E33.4 Method of Measurement and Basis of Payment

E33.4.1 Method of Measurement shall be as follows:

- (a) Swings will be measured on a lump sum basis for: "Supply and Installation of Swings" on Form B: Prices.

E33.4.2 Basis of Payment shall be as follows:

- (a) Swings 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.