



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 96-2025**

**JOHN FORSYTH PARK FITNESS TRAIL**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 John Forsyth Park Fitness Trail

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 11, 2025.

B2.2 The Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

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

### **B4. ENQUIRIES**

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

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

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

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

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

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

### **B5. CONFIDENTIALITY**

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

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

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

**B6. ADDENDA**

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

**B7. SUBSTITUTES**

- B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.

- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base their Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B17.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B8. BID COMPONENTS**

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

## **B9. BID**

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, their name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

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

B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B9.4.2 All signatures shall be original.

B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B10. PRICES**

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B10.5.1 Bidders are advised that the calculation indicated in B17.5 will prevail over the Total Bid Price entered in MERX.

## **B11. DISCLOSURE**

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

B11.2 The Persons are:

- (a) Playground R Us was consulted regarding fitness trail elements.
- (b) Prairie Rubber Paving was consulted with regard to rubber surfacing options and budgeting.

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

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

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

- (a) other commitments;
  - (b) relationships;
  - (c) financial interests; or
  - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
  - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the Tender process or the Work; or
  - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

**B12.3** In connection with their Bid, each entity identified in B12.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

**B12.4** Without limiting B12.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

**B12.5** Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of their employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

**B12.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.



## **B13. QUALIFICATION**

### **B13.1 The Bidder shall:**

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

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

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

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

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.5 and D7).

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

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

### **B13.5 Further to B13.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.**

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

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

**B14. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B14.1 Bids will not be opened publicly.
- B14.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B14.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B14.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

**B15. IRREVOCABLE BID**

- B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B15.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

**B16. WITHDRAWAL OF BIDS**

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

**B17. EVALUATION OF BIDS**

- B17.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender or acceptable deviation there from (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B7.
- B17.2 Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.
- B17.4 Further to B17.1(c) the Award Authority may reject a Bid as being non-responsive if it exceeds the funds available as shown in D2.2.

- 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 adjusted, if necessary, as follows:
- (a) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder is within the budgetary provision for the Work, no adjustment will be made to the Total Bid Price; or
  - (b) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder exceeds the budgetary provision for the Work, the Total Bid Prices of all responsive Bids submitted by responsible and qualified Bidders will be adjusted by progressively deducting item(s) 11, and then Fitness Node 4 in the order listed, until a Total Bid Price within the budgetary provision is achieved.
    - (i) Items pertaining to Fitness Node 4 included items lines 20,21,22, and 23. For the purposes of B17.5, they will be treated as a single item.
- B17.5.1** Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B17.5.2** Bidders are advised that the calculation indicated in B17.5 will prevail over the Total Bid Price entered in MERX.

## **B18. AWARD OF CONTRACT**

- B18.1** The City will give notice of the award of the Contract or will give notice that no award will be made.
- B18.2** The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B18.2.1** Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with their own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B18.3** Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B18.3.1** The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.
- B18.4** Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the supply and installation of four fitness stations complete with rubber safety surfacing, as well as the extension of the asphalt pathways in the park, provisions of two culvert path crossings, and drainage improvements to an existing swail.
- D2.2 The funds available for this contract are \$750,000.00.

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

- D3.1 Notwithstanding C3.1, the Contractor acknowledges that the site investigation reports and other site information included in this Tender have been provided to it and may be relied upon by the Contractor to the extent that the Contractor uses Good Industry Practice in interpreting such report(s) and site information and carries out the Work in accordance with Good Industry Practice based upon such report(s) and the information contained in them and such other site information. In the event that a site condition related to:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the Site conditions, including but not limited to subsurface hazardous materials or other concealed physical conditions;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect the performance of the Work;

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

#### D4. DEFINITIONS

- D4.1 When used in this Tender:
- (a) “**CW**” means current City of Winnipeg Standard Construction Specification;
  - (b) “**SCD**” means current City of Winnipeg Parks Planning Standard Construction Detail Drawings;
  - (c) “**SD**” means current City of Winnipeg Standard Detail;
  - (d) “**Supply Chain Disruption**” means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial

efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption.

**D5. CONTRACT ADMINISTRATOR**

D5.1 The Contract Administrator is Dean Spearman Landscape Architect , represented by:

Dean Spearman  
Principal

Telephone No. 204 261-4137

Email Address dean@spearman.mb.ca

D5.2 At the pre-construction meeting, Dean Spearman will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

**D6. CONTRACTOR'S SUPERVISOR**

D6.1 At the pre-construction meeting, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

**D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

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

D7.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

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

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

**D8. UNFAIR LABOUR PRACTICES**

D8.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.

D8.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions

and the United Nations Universal Declaration of Human Rights which includes child and forced labour.

- D8.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C18.
- D8.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D8.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D8.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D8.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

## **D9. FURNISHING OF DOCUMENTS**

- D9.1 Upon award of the Contract, the Contractor will be provided with 'issued for construction' Contract Documents electronically, including Drawings in PDF format only.

## **SUBMISSIONS**

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

- D10.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

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

- D11.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D11.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D11.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

## **D12. INSURANCE**

D12.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg, Dean Spearman Landscape Architect, and Manitoba its Ministers, officers, employees and agents 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, sudden and accidental pollution liability coverage in the amount of \$1,000,000, 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 \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) an all risks Installation Floater carrying adequate limits to cover all supplies and/or materials intended to enter into and form part of any installation.
- (d) Property insurance for all mobile offices, portable toilets, machinery and equipment.

D12.2 Deductibles shall be borne by the Contractor.

D12.3 All Subcontractors performing Work on the Project shall provide the Contractor with evidence of insurance as outlined in D13.1 (a) and D13.1 (b) above and be registered with Workers Compensation Board of Manitoba and maintain insurance and workers compensation coverage throughout the performance of the Work, the Contractor shall provide the Contract Administrator with evidence of same prior to the commencement of any Work by the Subcontractor.

D12.4 The Contractor shall provide the City Solicitor 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 the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

D12.5 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

## **D13. CONTRACT SECURITY**

D13.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, [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, [Form H2 Labour and Material 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, [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.

D13.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:

- (a) the version submitted by the Contractor must have valid digital signatures and seals;
- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D13.1.1(b).

D13.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City’s request or within such greater period of time as the City in their discretion, exercised reasonably, allows.

D13.1.3 Digital bonds passing the verification process will be treated as original and authentic.

D13.1.4 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.

D13.2 The Contractor shall provide the Contract Administrator identified in D5 with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order or an award letter and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D13.3 Where the Contract Security is provided in accordance with D13.1(a) and D13.1(b), the Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:

- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D13.1(b); and
- (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

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

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

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

D15.1 The Contractor shall provide the Contract Administrator with a detailed work schedule (Form L: Detailed Work Schedule) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

- D15.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D15.2 The detailed work schedule shall consist of the following:
- (a) 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.
- D15.3 Further to D15.2(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) Commencement of Work
  - (b) Completion of Demolition
  - (c) Excavation of fitness nodes
  - (d) Base in fitness nodes
  - (e) Timber curb and safety surfacing in fitness nodes
  - (f) Fitness features in fitness nodes
  - (g) Culverts and crossings
  - (h) Asphalt paths
  - (i) Substantial Performance
  - (j) Total Performance
- D15.4 Further to D15.2(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.

**D16. REQUIREMENTS FOR SITE ACCESSIBILITY PLAN**

- D16.1 The Contractor shall provide the Contract Administrator with an Accessibility Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D16.2 The Accessibility Plan shall demonstrate how the Contractor will accommodate the safe passage of pedestrians and cyclists in accordance with the Manual of Temporary Traffic Control, the Contract Drawings, Staging Plans, and Streets By-Law No. 1481/77 at all times for the duration of the Construction. Unless noted in the Contract, the Accessibility Plan must include a written plan for the following:
- (a) How the Contractor will maintain at least one crossing in each direction for each intersection (one north/south crosswalk and one east/west crosswalk).
  - (b) How the Contractor will maintain access to bus stops within the site.
  - (c) How the Contractor will maintain access to pedestrian corridors and half signals.
  - (d) How the Contractor will maintain cycling facilities.
  - (e) How the Contractor will maintain access to residents and businesses unless otherwise noted in the Contract.
  - (f) Any required detour signage at adjacent crossings to facilitate sidewalk or active transportation pathway closures.
- D16.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.

- D16.4 The Accessibility Plan shall include written details on how the Contractor intends to review, maintain, and document all items related to the Accessibility Plan on-site during Construction, including, but not limited to:
- (a) Signage
  - (b) Temporary Ramping
  - (c) Transit Stops
  - (d) Detour Signage
- D16.5 At minimum, the Contractor shall review the site conditions on a daily basis to ensure that all features related to the Accessibility Plan are in place. The site review is intended to correct deficiencies as a result of unforeseen events such as wind, traffic, or the general public. Deficiencies that are direct result of the Contractors actions must be corrected immediately.
- D16.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.
- D16.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- D16.8 Deficiencies as a direct result of actions by the Contractor that are not immediately corrected and/or failure to produce records that demonstrate that the site was maintained in compliance with the Accessibility Plan may result in a pay adjustment via the monthly Progress Payment. The rate of pay adjustment will be as per the following schedule:
- (a) First Offence – A warning will be issued and documented in the weekly or bi-weekly site meeting.
  - (b) Second Offence – A field instruction to immediately correct the site will be issued by the Contract Administrator.
- D16.9 Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

## **SCHEDULE OF WORK**

### **D17. COMMENCEMENT**

- D17.1 The Contractor shall not commence any Work until they are in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.
- D17.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D10;
    - (ii) evidence of the workers compensation coverage specified in C6.15;
    - (iii) the Safe Work Plan specified in D11;
    - (iv) evidence of the insurance specified in D12;
    - (v) the contract security specified in D13;
    - (vi) the Subcontractor list specified in D14;
    - (vii) the detailed work schedule specified in D15;
    - (viii) the Requirements for Site Accessibility Plan as specified in D16 and
    - (ix) the direct deposit application form specified in D27.
  - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D17.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

**D18. SUBSTANTIAL PERFORMANCE**

- D18.1 The Contractor shall achieve Substantial Performance by August 15, 2025.
- D18.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D18.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

**D19. TOTAL PERFORMANCE**

- D19.1 The Contractor shall achieve Total Performance by August 31, 2025.
- D19.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D19.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

**D20. LIQUIDATED DAMAGES**

- D20.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City Five Hundred dollars (\$500.00) per Calendar Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.
- D20.2 The amount specified for liquidated damages in D20.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D20.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

**D21. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

- D21.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.
- D21.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D21.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate..

- D21.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D21.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D21.5 The Work schedule, including the durations identified in D18 to D19 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.
- D21.6 Where Work not previously identified is being carried over solely as a result of delays related to Supply Chain Disruption, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to Supply Chain Disruption, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.
- D21.7 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

## **D22. SCHEDULED MAINTENANCE**

- D22.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Sod Maintenance as specified in E18;
- D22.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

## **CONTROL OF WORK**

### **D23. JOB MEETINGS**

- D23.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D23.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

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

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

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

- D25.1 Further to B13.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety

and Health Act (Manitoba). At any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

## MEASUREMENT AND PAYMENT

### D26. INVOICES

D26.1 Further to C12, the Contractor shall submit an invoice for each portion of Work performed. to:

The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: 204-949-0864  
Send Invoices to [CityWpgAP-INVOICES@winnipeg.ca](mailto:CityWpgAP-INVOICES@winnipeg.ca)  
Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)

D26.2 Invoices must clearly indicate, as a minimum:

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

D26.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### D27. PAYMENT

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

## WARRANTY

### D28. WARRANTY

D28.1 Warranty is as stated in C13.

## DISPUTE RESOLUTION

### D29. DISPUTE RESOLUTION

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

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

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

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal

Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Purchasing Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.

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

## **INDEMNITY**

### **D30. INDEMNITY**

- D30.1 Indemnity shall be as stated in C17.
- D30.2 Notwithstanding C17.1, the Contractor shall save harmless and indemnify the City and Dean Spearman Landscape Architect in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the Contractor, their Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
- (a) accidental injury to or death of any person whether retained by or in the employ of the contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
  - (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;

- (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
  - (d) any claim for lien or trust claim served upon the City pursuant to The Builders' Liens Act;
  - (e) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;
  - (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
  - (g) inaccuracies in any information provided to the City by the Contractor.
- D30.3 Further to C17, The City shall save harmless and indemnify the Contractor in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the City, their employees or agents in the performance of its obligation under the Contract.

### THIRD PARTY AGREEMENTS

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

- D31.1 Funding for the Work of the Contract is being provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada and accordingly, as required by the applicable funding agreements, the following terms and conditions shall apply.
- D31.2 For the purposes of D31:
- (a) **"Government of Canada"** includes the authorized officials, auditors, and representatives of the Government of Canada; and
  - (b) **"Government of Manitoba"** includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D31.3 Indemnification By Contractor
- D31.3.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D31.3.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
  - (b) any damage to or loss or destruction of property of any person; or
  - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- in relation to this Contract or the Work.
- D31.4 Records Retention and Audits
- D31.4.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those



records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D31.4.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D31.4.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

#### D31.5 Other Obligations

D31.5.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D31.5.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D31.5.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D31.5.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D31.5.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D31.5.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

(See D14)

# JOHN FORSYTH PARK FITNESS TRAIL

[illegible]

(See D15)

# JOHN FORSYTH PARK FITNESS TRAIL

[illegible]

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in their entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.4 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
L-1	Project Scope Plan
L-2	Fitness Area 1 Layout
L-3	Fitness Area 2 Layout
L-4	Fitness Area 3 Layout
L-5	Fitness Area 4 Layout
L-6	Swail Renovation and Path Alignment
L-7	Details

#### E2. HAZARDOUS MATERIALS

- E2.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.

#### E3. TRAFFIC CONTROL

- E3.1 In accordance with the Manual of Temporary Traffic Control on City Streets (MTTC), the Contract Administrator shall make arrangements with the Traffic Services Branch of the City of Winnipeg to place, maintain, and remove all regulatory signs and traffic control devices authorized and/or required by the Traffic Management Branch in the following situations:
- (a) Parking restrictions,
  - (b) Stopping restrictions,
  - (c) Turn restrictions,
  - (d) Diamond lane removal,
  - (e) Full or directional closures on a Regional Street,
  - (f) Traffic routed across a median,
  - (g) Full or directional closure of a non-regional street where there is a requirement for regulatory signs (turn restrictions, bus stop relocations, etc.) to implement the closure.

- (h) Approved Designated Construction Zones with a temporary posted speed limit reduction. Traffic Services will be responsible for placing all of the advance signs and 'Construction Ends' (TC-4) signs. The Contractor is still responsible for all other temporary traffic control including but not limited to barricades, barrels and tall cones.

- E3.2 Further to E3.1(c), the Contractor shall make arrangement with the Traffic Services Branch of the City of Winnipeg to supply regulatory signs as required.
- E3.3 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the Site has been maintained.
- E3.4 Further to E3.1(c) and E3.1(d) the Contractor shall make arrangements with the Traffic Services Branch of the City of Winnipeg to reinstall the permanent regulatory signs after the Contract Work is complete. At this time the Contractor shall make arrangements to drop off the stockpiled materials to Traffic Services at 495 Archibald Street.
- E3.5 Any changes to the approved traffic management plan must be submitted to the Contract Administrator a minimum of (five) 5 Working Days prior to the required change for approval.
- E3.6 If the Contract Administrator determines that the Contractor is not performing Traffic Control in accordance with this specification, Traffic Services Branch may be engaged to perform the Traffic Control. In this event the Contractor shall bear the costs associated charged to the project by the Traffic Services Branch of the City of Winnipeg in connection with the required Works undertaken by the Contractor.

#### **E4. COMPLETE PROJECT**

- E4.1 The Contractor is to deliver a complete project including all permits, inspections, demolition/removals, connections, tie-ins, restorations, etc. required to operate and maintain the project.

#### **E5. SITE VERIFICATION**

- E5.1 Further to C3.1,
  - (a) Prior to commencing actual construction work, check field conditions, obtain and confirm actual site dimensions, examine surface conditions, etc. as required to ensure correct fabrication and execution of the work.
  - (b) Examine previously constructed work. Notify Contract Administrator in writing of any conditions which may prejudice proper completion of this work. Commencement of construction constitutes acceptance of existing conditions, and means dimensions have been considered, verified and are acceptable.
  - (c) Contractor shall pay all costs for his/her on site review and examination.
- E5.2 The City will not be conducting test holes. The Contractor is responsible to make their own interpretation of the soils within the construction area.
  - (a) Pay all costs for onsite review and examination.

#### **E6. EXISTING SERVICES AND UTILITIES**

- E6.1 No responsibility will be assumed by the City or its Consultants 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 or its Consultants 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.
- E6.2 Prior to the commencement of construction, the Contractor shall inspect the site and examine all available records and contact all relevant utilities as necessary to determine the location of all existing surface and underground works. Locations of underground structures if shown are

based on the best information available. No guarantee is given that all existing locations are exact.

- E6.3 The Contractor shall be responsible for and take all necessary precautions to preserve and protect all public utilities (i.e. telephone lines and cables, hydro lines and cables, gas lines, sewer mains and services, watermains and services, etc.) existing drains and surface drains or parts thereof which may be affected by his/her operations.
- E6.4 The Contractor shall make all requests directly to each utility for the location of their existing works prior to the start of construction in the area.
- E6.5 The Contractor shall indemnify and save harmless the City and the Contract Administrator or his/her Sub-Consultants against damages for consequential loss and against any claim made against the City or the Contract Administrator of any such main, line, conduit or other such structure or utility for any loss or damage in respect of third party claims or which may be suffered by any such City because of damage to any such main, line, conduit, or other such structure or utility, in any way caused by the operations of the Contractor in the performance of this Contract.

## **E7. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT**

- E7.1 Further to CW 1130, the Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress is maintained to private properties while he/she is Working near them. Any damage caused by the negligence of the Contractor or his/her SubContractors to the adjacent Works or properties, shall be promptly repaired by him at his/her own expense, to the satisfaction of the Contract Administrator.
- E7.2 The Contractor shall, during the construction of this project, maintain safe access to the adjacent facilities at all times.
- E7.3 The Contractor shall be aware throughout construction that the facility abuts a school and a playground and take necessary steps to ensure that work does not present a hazard on the adjacent playground.
- E7.4 It is required that the Contractor provide a site fence around each of the fitness nodes during construction. That fence shall consist of, at minimum, 1.8 m ht. non-climb able panels of chain link connected together in a sufficiently secure manner that they remain standing overnight and weekend. This shall be considered incidental to the project and will not be paid for separately.

## **E8. ACCESS TO SITE**

- E8.1 Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at his/her own expense and approved by the Contract Administrator.
- E8.2 The Contractor shall co-operate with the City so as to cause the least inconvenience throughout the area at all times.
  - (a) The Site is adjacent to a school with associated amenities that will be in operation during the construction of this project. The Contractor shall minimize impacts on these operations.
- E8.3 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and he/she shall be responsible for all damage resulting from his/her Work on private property.
- E8.4 Confine apparatus, the storage of products and the operations of workers to limits indicated by laws, ordinances, permits and by directions of the Contract Administration.
- E8.5 Do not unreasonably encumber site with materials or equipment.
- E8.6 Do not load or permit to be loaded any part of the work with a weight, load or force that will endanger its safety.

- E8.7 Move stored products or equipment which interfere with operations of City.
- E8.8 Obtain and pay for use of additional storage or work areas needed for operations.
- E8.9 Obtain, pay for, and maintain on Site sanitary facilities from startup to Total Performance.
- E8.10 Maintain roads and access in good condition for efficient execution of work.
- E8.11 Maintain and secure the project site during construction.
- E8.12 Complete works in a manner that shall result in good surface drainage during periods of precipitation.
- E8.13 Maintain project free of accumulated waste, surplus excavated materials and rubbish.
- E8.14 Haul any waste materials including excavated materials from the site and dispose of in a manner acceptable to the Contract Administrator.
- E8.15 Assume full responsibility for the protection and safekeeping of products under the contract, stored on the site.

#### **E9. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES**

- E9.1 Further to C6.13, 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.
- E9.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.
- E9.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.
- E9.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.
- E9.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.
- E9.6 The Contractor and Sub-contractors must be fully aware of all Work involving hazardous materials. All Work must be performed in compliance with the Manitoba Department of Labour Workplace Health and Safety Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification to the Contract Administrator of his/her encountering of suspected hazardous material during their course of Work.

#### **E10. CODES AND STANDARDS**

- E10.1 Perform work and obtain permits in accordance with the National Codes of Canada and any other code of provincial or local application including City of Winnipeg. In any case of conflict or discrepancy the more stringent requirements shall apply.
- E10.2 Obtain permits and complete work to meet or exceed the requirements of standards, codes and other documents referred to in this specification.
- E10.3 Where the specifications contained herein are more stringent than the applicable code or standard utilize the most stringent.
- E10.4 Equipment and materials to carry CSA, ULC or cUL approval and conform with applicable standards. There will be no exceptions or alternatives.

- E10.5 Where a standard or code of any type is referred to anywhere in the document, the standard or code utilized for all work shall be the most recent whether or not the most recent is specifically shown or listed.

## **E11. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY**

- E11.1 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing trees, shrubs, sod, pavements, streets, roads, boulevards, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the Site of the Work. For all damage incurred in the performance of the Work (either directly or indirectly), the Contractor shall either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to City of Winnipeg Contract Administrator, and the cost of which shall be borne entirely by the Contractor. The Contractor shall also indemnify and save harmless the City from all claims made directly or indirectly against it in respect to any such damage.
- E11.2 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing park trees within the limits of the construction area:
- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment within 2 metres of trees.
  - (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2400 wood planks, or suitable protection as approved by the Contract Administrator.
  - (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
  - (d) Operation of equipment within the drip line of the trees shall be kept to a minimum required to perform the Work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the drip lines of trees. The drip line of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
- E11.3 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his/her designate.
- E11.4 No separate measurement or payment will be made for the protection of trees.

## **E12. PROTECTION OF THE SURVEY INFRASTRUCTURE**

- E12.1 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.
- E12.2 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.
- E12.3 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.

- E12.4 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.

## **SITE DEVELOPMENT**

### **E13. SETTING OUT OF THE WORK**

- E13.1 The Contractor shall be responsible for setting control and completing all grading, underground services, utilities and other work executed under this contract to all lines, elevations, reference points and measurements based on plans, specifications, basic control points and benchmark(s) supplied by Contract Administrator.
- E13.2 The Contractor shall employ competent person(s) to lay out work.
- E13.3 If requested, the Contract Administrator will provide the Contractor with the basic layout plan in AutoCAD dwg format. The Contract Administrator will not provide any survey points, survey data, contours, or DTMs (Digital Terrain Models). The data provided by the Contract Administrator may include GIS locations in Latitude and Longitude. The Contractor will be responsible for determining the accuracy of these points prior to using them.
- E13.4 Supply Contract Administrator all Survey data utilized upon request of Contract Administrator.
- E13.5 The Contractor will mark, to the extent he determines to be necessary, the location, alignment and elevation of the Work by means of stakes or marks, for review and approval by the Contract Administrator. The Contractor shall make the completed Works conform to the lines and marks thus approved and indicated.
- E13.6 The Contractor shall notify the Contract Administrator immediately of the disturbance of any such stakes or marks. The cost of correcting any errors arising out of neglect of the Contractor to so notify the Contract Administrator shall be borne entirely by the Contractor, as well as the cost of replacing any disturbed stakes or marks.
- E13.7 Before commencing Work, the Contractor shall satisfy him/herself as to the meaning and correctness of all stakes and marks and no claims shall be entertained by the City on account of any alleged inaccuracies. If any error is suspected in the Drawings, Specifications or the directions of the Contract Administrator, Work shall be discontinued until the errors are rectified, but no claims shall be made on account of any delay occasioned thereby.
- E13.8 The Contractor shall determine and provide all dimensions and elevations measured from the stakes or marks.
- E13.9 The Contract Administrator shall be advised of the staking of the work layout at least twenty-four (24) hours in advance in order that the layout may be inspected and adjusted as required prior to construction. The cost of correcting any errors arising out of neglect of the Contractor to so notify the Contract Administrator shall be borne entirely by the Contractor.
- E13.10 The Contract Administrator shall only review the stakes and marks for general conformance to the proposed design. The Contractor shall not rely on this review as authoritative or comprehensive review of the staking and shall remain responsible for conformance to the design intent and drawings following this review.
- E13.11 There shall be no separate payment for the layout of the works or the provision of stakes or marks, these items being considered incidental to the items of work being laid out

#### **E14. SITE PREPARATION, DEMOLITION, AND GRADING**

- E14.1 This section shall cover the removal of concrete, granular base, asphalt, topsoil and sod, and other items where scheduled for removal. It shall also cover any other demolition and removal necessary to construct the project which may be considered incidental to other items of Work.
- E14.2 The removal of any items shall not occur until after permission to proceed has been received by the Contract Administrator.
- E14.3 Contractor shall establish tree protection fences as appropriate prior to beginning demolition.
- E14.4 Concrete, building materials, and excavated granular material is to be removed from the Site and disposed of in a legally acceptable manner.
- E14.5 Grassed areas specified for removal shall have the grass surface and growing medium (soil) removed to the elevation of subsurface layer (clay). The excavated material shall be removed from the Site and disposed of or recycled in an environmentally responsible and legal manner.
- E14.6 There shall be no separate measurement or payment for items of site preparation, demolition, or grading and these items shall be considered to be incidental to the scope of work that requires them.

#### **E15. SITE EXCAVATION**

- E15.1 This specification shall cover all excavation, stockpiling of topsoil, removal or supply and placement of materials necessary to achieve the grades and drainage patterns documented in the Drawings at the sub grade (mud grade) level.
- E15.2 This specification is supplemental to CW 3010 , CW 3110 and CW 3170. Materials and installation are to conform to these standard Specifications.
- E15.3 The Contractor shall establish grades as per the drawings at the same time as excavating the sub-cut for the asphalt.
- E15.4 Site works shall not impede existing drainage patterns unless an alternative drainage pattern acceptable to the Contract Administrator and the appropriate authorities is provided.
- E15.5 All hard surfaces to drain in the direction and slope noted on the Drawings.
- E15.6 All finish surfaces shall drain and shall not block drainage patterns.
- E15.7 Contractor shall establish grades as per the drawings provided taking care to ensure that areas within the site limit of grading as shown on the drawing.
- E15.8 Excavation required for the fitness node installation shall be paid for at the per square meter rate shown on Form B:Prices for 'Excavation' under each Fitness Node. There shall be no separate Payment for other site excavation work as it shall be considered incidental to the item of work that requires the excavation.

#### **E16. ASPHALT PAVING**

- E16.1 This specification covers the supply and installation of asphalt path including all excavation, compaction, geotextile, sub-base and base construction, asphaltic paving, and repair of existing sod to ensure a smooth transition to the pathway.
- E16.2 This specification is supplemental to CW 3110, CW 3170, CW 3410, and SCD-648A. Materials, testing, and installation are to conform to these standard specifications.
- E16.3 Excavated material is to be disposed of off site.
- E16.4 Sub-base, base materials and depths are as noted on drawing.
  - (a) Recycled concrete will not be acceptable as a base material.

- E16.5 Asphaltic paving is to be as noted on the drawing. Depth and alignment is as noted on the drawing.
- E16.6 Grades are to be as noted on the drawing. In all cases asphalt surface meet the adjacent grade and be slightly elevated (max 1 cm) from the surrounding landscape. Asphalt surface shall not interfere with existing drainage patterns.
- E16.7 Sub-base and base courses are to extend past asphalt as shown on the drawing.
- E16.8 Measurement and Payment will be at the contract unit price per square meter for item 'Supply and install new asphalt and base' on Form B:Prices. Measurement shall be of the actual area covered by Asphalt. Price shall be payment in full for supplying materials and for performing all operations listed below:
- (a) Excavate in-situ material to accommodate the pavement structure including base and subbase. Disposal of excess material.
  - (b) Supply and installation of Geotextile.
  - (c) Supply and placement of Crushed limestone Subbase course.
  - (d) Supply and placement of Crushed limestone base course.
  - (e) Supply and placement of Asphaltic Concrete.

#### **E17. SODDING**

- E17.1 This specification covers the removal of existing grass, topsoil or sand, levelling or excavating the area designated to receive sod, supply and installation of topsoil and sod, the topdressing and seeding of seam, edges and areas of minor Site restoration.
- E17.2 Topsoil and sod are to be supplied and installed as per CW 3510-R8 and CW 3540-R3.
- E17.3 Areas to be Sodded are to be laid out on Site and approved by Contract Administrator before commencing Work. Work outside the limits approved by the Contract Administrator will not be measured and will not be paid for under this section but considered incidental to the Work. Incidental Site restoration shall conform to the same Specifications.
- E17.4 Edge where sod is to meet existing sod is to be cleanly cut prior to topsoil spreading. Overlap of new sod and existing turf will not be accepted.
- E17.5 Contractor shall lay sod consistent with the sod pattern provided in the Drawings and/or on standard City details.
- E17.6 The compacted depth of topsoil shall be 10 cm.
- E17.7 Following installation the Contractor shall clearly mark out the extents of the new sod and maintain those markings throughout the maintenance period.
- E17.8 Measurement and Payment will be at the contract unit price per square meter for item "Topsoil and Sod" at the unit prices on Form B: Prices. Measurement shall be of the actual area sodded within the limits approved by the Contract Administrator. Price shall be payment in full for supplying materials and for performing all operations listed below:
- (a) Supply and installation of topsoil.
  - (b) Supply and placement of sod.
  - (c) Maintenance of sod.
- E17.9 Payment shall be as per CW 3510

#### **E18. LANDSCAPE MAINTENANCE**

- E18.1 This section shall cover the maintenance for all sod supplied and installed or transplanted during the course of this Contract.

E18.2 Sod Maintenance shall be as per CW 3510.

E18.3 Sod maintenance is considered to be incidental to the price for "Topsoil and Sod.." on Form B:Prices and paid for at the portion stipulated in CW 3510.

**E19. 6X6 PLAY CURB C.W CAP**

E19.1 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the drawings and specifications.

E19.2 This specification shall cover the supply and installation of 6x6 play curb c.w cap edging between the rubber crumb surfacing and the adjacent sod

E19.3 All granular base material shall conform to CW 3110-R10 and CW3130-R1. All materials supplied under this Specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.

E19.4 All bottom timbers to be ACQ pressure treated (P.T.) pine, No.2 or better, no wane, bark, checking or splitting permitted. Wood shall be smooth and free of rough areas. All bottom Timber to be 150mm x 150mm to be longest lengths possible with a minimum length of 1200mm.

E19.5 Screws shall be stainless steel or ceramic coated and certified for use with ACQ pressure treated wood.

E19.6 All capping wood to be 32mm x 150mm Trex select coloured saddle S4S or approved equal in accordance with B6.

E19.7 Installation shall be as per SCD-651 except the top of the curb (cap) is to be flush or slightly above (1 cm max) adjacent sod and flush with the finish rubber surface.

E19.8 Layout shall be established by the Contractor on site as per the drawings provided. Contractor is to ensure that layout is established in such a way as to ensure that minimum safety zones for the proposed play equipment in accordance with on the most recent CSA safety zone requirements, can be established wholly within the curbing as laid out on site.

(a) Layout shall also include the placement of at least one 1.8m wide accessible entry point.

(b) Location of the accessible entry point to be site confirmed by the Contract Administrator prior to installation.

E19.9 6x6 play curb c.w cap shall not be installed until after all rough grading is complete and both the rough grading and the layout and has been reviewed and approved as consistent with the general intent of the design drawings by the Contract Administrator.

E19.10 Granular base shall be installed as per detail provided and compacted to a minimum of 95 percent Standard Proctor Density.

E19.11 Base course timbers shall be pinned with a minimum of two (2) 19mm diameter by 500mm rebar at maximum 1200mm O.C.

E19.12 All timbers shall be cut neatly for a proper fit with no spaces or gaps between. All cuts shall be treated with end cut as per manufacturers recommendation before being secured. Finished elevations shall ensure that all timbers are smooth, level, set plumb and spaced uniformly. Cuts treated with end cut preservative after being joined will not be accepted.

E19.13 Trex cap joints to be offset from bottom timber joints by a minimum of 450mm. Trex caps shall be pre-drilled, set with grain of wood curved down, and fastened to base course with screws treated for ACQ use and sized to suit. Trex capping above base course shall be secured with double row of screws offset at 225mm and installed at 600mm O.C. Minimum length of Trex pieces shall be 1200mm.

E19.14 Turf shall be repaired as required around edging in accordance with the CW 3510

E19.15 Method of Measurement shall be as follows:

- (a) 6x6 play curb c.w cap will be measured on a linear metre basis. The entire length of the curb cap shall be measured and this length will be used to determine the total length of curb. This will be deemed to include the Trex cap, all lower layers, excavation, base, compaction, and joiners.

E19.16 Basis of Payment shall be as follows:

- (a) 6x6 play curb c.w cap will be paid for at the unit price for "6x6 play curb c.w cap" on Form B:Prices for each of the fitness nodes. 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 such as excavation and granular base, and as accepted by the Contract Administrator.

## **E20. FITNESS EQUIPMENT**

E20.1 This specification shall cover the supply and installation of the fitness equipment in accordance with Applicable Specifications and the Drawings.

E20.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work in accordance with Applicable Specifications and the Drawings.

E20.3 The Contractor shall obtain all approvals including permit if required.

E20.4 Fitness Equipment

- (a) Fitness Equipment shall be as follows or equal approved in accordance with B7;
  - (i) Area One:
    - (i) LSI Model #150636A Mobius Climber 6-Panel (colour bars to be Grass) (one required);
    - (ii) LSI ZiKrooz 34' (Colour Posts Black, Beam Yellow, Platform Grey, Support beam across posts Red, Clamps Red)(one required);
    - (iii) LSI Model #244199A Extreme Rope Climb (5-12) (Colour Posts Grass, Rope Black, Clamps Black, Post Caps Red)(one required).
    - (iv) LSI Model #244191A A-Frame Cargo Net (5-12) (Colour Posts Black, Rope Black, Clamps Yellow, Post Caps Red, Crossbar/Beam Yellow) (one required);
    - (v) LSI Model #244201A High Step (Colours Post Black, Rope Black, Clamps Yellow, Post Caps Red)(5-12) (one required);
    - (vi) LSI Model #244200A Spiderwalk (Colours Posts Yellow, Clamps Grass, Panels Black, Outside Support Panels Grass, Post Caps Granite) (5-12) (one required).
    - (vii) LSI Model #244193A Jump Hang (Colours Post Black, Rope Black, Bars Yellow, Post Caps Red, Clamps Red) (5-12) (one required);
  - (b) Area Two (colour of items in Area Two as per nature):
    - (i) LSI Model #173908A Log Stepper 18"Height (two required);
    - (ii) LSI Model #173907A Log Stepper 8"Height (one required);
    - (iii) LSI Model #171570A Mushroom Stepper 16"Height (four required);
    - (iv) LSI Model #171568A Mushroom Stepper 8"Height (one required);
    - (v) LSI Model #160419A The Stepper Rock Climber (one required);
    - (vi) LSI Model #173595A Log Bench (2 required);
    - (vii) LSI Model #173596A Log Balance Beam (one required).
  - (c) Area Three:

- (i) LSI Model #244194A Angled Overhead Ladder (Colours Posts Peacock, Bars Tangerine, Caps Tangerine)(5-12) (one required);
- (ii) LSI Model #160219A Power Lifter Quadruple Bay Power Lifter - TwirlWind - Power Lifter -Accessibel Power Lifter (Colour Posts Tangerine, Frames Peacock) (one required).
- (iii) LSI Model #244062A Quintuple Steps (Colour Posts Tangerine, Frames Peacock) (13+) (one required);
- (iv) LSI Model #244063A Unstable Bridge Ladder (Colours Posts Peacock, Bars Tangerine, Caps Tangerine) (13+) (one required);
- (d) Area Four:
  - (i) LSI Model #192451A Ab Crunch/Leg Lift (Colours Post Black, Bars Tangerine) (one required);
  - (ii) LSI Model #192452A Assisted Row/Push-Up (Colours Post Black, Bars Tangerine) (one required);
  - (iii) LSI Model #192454A Balance Steps (Colours Post Black, Bars Tangerine) (one required);
  - (iv) LSI Model #192458A Mobility (Colours Post Black, Bars Tangerine) (one required);
  - (v) LSI Model #205942A Steel Post w/1 Top Attachment (one required);
  - (vi) LSI Model #205944A Steel Post w/2 and 0 Attachments (one required);
  - (vii) LSI Model #205947A Steel Post w/3 Attachments (one required);
  - (viii) LSI Model #244196A Angled Balance Beam Triple (Colours Post Tangerine) (5-12) (one required);

E20.5 Fitness equipment shall be installed in the play areas as shown on the attached Drawing. The fitness equipment and their safety zones should fit into the proposed play areas. For the purpose of calculating safety zones the installer shall apply CAN/CSA Z614 "Children's Playground Equipment and Surfacing" as if the equipment was play equipment.

E20.6 Materials

- (a) Posts / Caps
  - (i) All posts shall be a minimum 127 mm (5") O.D. round or 100 mm (4") square tubing for a post and deck structure.
  - (ii) 89 mm (3.5") O.D. round or 73 mm (3") square tubing will be permitted in circumstances where a multi-deck structure has decks of varied heights which are all under 1220 mm (4'-0"), or for structures with 2 decks or less.
  - (iii) All posts shall be fabricated from either aluminum 3 mm (0.125") 11 ga min. wall thickness or galvanized steel 3 mm (0.120") 11 ga min. wall thickness tubing. 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.
  - (iv) In the case of a deckless structure, a minimum size of 60 mm (2 3/8") O.D. round posts fabricated out of steel or aluminum is acceptable.
  - (v) Top caps shall be made of steel construction and shall be factory installed and secured in place with tamper proof, self-sealing rivets. Plastic top caps will be accepted if made of solid construction (hollow caps not accepted).
  - (vi) If painted colour is a feature of posts and top caps, it shall be a baked-on polyester powder coating. The powder coating finish shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance.
- (b) Decks (if applicable)

- (i) All decks shall be manufactured from vinyl-coated perforated steel or a steel core composite. Deck heights may vary to a maximum height of 1830 mm (6'-0").
  - (c) Clamping System
    - (i) All deck, rail and play component clamping systems shall be fabricated from zinc plated, galvanized steel, stainless steel or aluminum. Tamper proof, corrosion resistant fasteners shall be used to retain clamping systems.
  - (d) Handrails, Safety Rails and Handloops (if applicable)
    - (i) All handrails, safety rails and handloops shall be fabricated using a minimum of 24 mm (15/16") O.D. with 3 mm (0.120") 11 ga min. 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.
    - (ii) Smooth all cut edges and weld joints prior to hot dip galvanizing and ensure that all tubing is free from burrs, cracks, defects and other imperfections.
  - (e) Hardware
    - (i) All fasteners shall be socketed and tamper proof in design and requiring special tool
    - (ii) Hardware shall either be carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel.
    - (iii) All necessary hardware shall be provided.
  - (f) Poly Components
    - (i) Poly components such as slides and hoods shall be fabricated from U.V. stabilized rotationally moulded linear low-density polyethylene.
    - (ii) Poly components such as play panels shall be fabricated from compression moulded solid colour, U.V. stabilized, high-density polyethylene.
  - (g) Each piece of fitness equipment shall have kick plates and hand loops as required to meet the current version of the Canadian Standards Association (CSA) Standards.
  - (h) Colours
    - (i) Contractor is to provide a colour chart and samples as appropriate and await confirmation from the CA prior to ordering equipment.
- E20.7 Fitness equipment shall be installed as per manufacturer's specifications and in accordance with the most recent Canadian Standards Association Standards within the designated area shown on the drawings.
- (a) All posts and other vertical items shall be plumb and true to vertical, if so designed.
  - (b) All decks shall be level, if so designed.
- E20.8 Method of Measurement shall be as follows:
- (a) Fitness Equipment shall be measured on per each.
- E20.9 Basis of Payment shall be as follows:
- (a) Play Equipment will be paid for at the Contract Unit Prices. The amount to be paid for shall be the lump sum for each fitness node, 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 to supply and install the fitness equipment and as accepted by the Contract Administrator.

## **E21. FOUNDATIONS**

### **E21.1 General Description**

- E21.1.1 All fitness equipment posts, bases and anchors 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 –latest revision - Concrete to be used in Underground 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) Maximum Size of aggregate: 20 mm, nominal;
  - (b) Compression Strength: 28 day compressive strength of 32 Mpa;
  - (c) Slump/Flow: 80 +/- 20mm;
  - (d) Sulphate resistant, Type HS/HSL Cement; and
  - (e) Maximum water/cement ratio: 0.45.
  - (f) Air Content: 4-7%
- E21.3 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.
- E21.4 All concrete footings for fitness equipment shall be a minimum of 914mm (3') depth, or in accordance with Manufacturer's specifications, whichever is greater.
- E21.5 Method of Measurement shall be as follows:
- (a) Foundations shall be incidental to the measurement of Fitness Equipment listed above and as shown on Form B: Prices.
- E21.6 Basis of Payment shall be as follows:
- (a) No separate payment shall be made for play equipment foundations.

## **E22. MAINTENANCE KITS**

- E22.1 All fitness equipment shall include 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.
- E22.2 There shall be no payment for the maintenance kits.

## **E23. RUBBER SAFETY SURFACING**

- E23.1 This section shall cover the construction of a resilient rubber safety surfacing within the Fitness Nodes. This section shall include furnishing all labour, materials, equipment, and services required to install base and porous granular EPDM surfacing.
- E23.2 Standards
- (a) All products in accordance with ASTM F\_1292 and CAC/CSA Z-614 for GMAX and HIC testing.
  - (b) Hardness: ASTM D-2444 94% recovery
  - (c) Water Absorption: ASTM D-530 +6.5%
  - (d) Ultraviolet Resistance: ASTM D-3137
  - (e) Fungal and Bacterial Resistance: no growth
  - (f) Spread of Flame Resistance: ANSI/UL 790 (ULC=S107) Class A
  - (g) Accelerated: weathering no change after 2000 hours
  - (h) Freeze/thaw: no change after 30 days at minus 50 in a 24 hour period



### E23.3 Qualifications

- (a) The authorized rubber installer must have a minimum of 5 years experience in the rubber surfacing industry.

### E23.4 Materials

- (a) Compacted granular base layer shall be supplied in accordance with CW 3110 and as per Drawings and manufacturers instructions.
- (b) Non-woven Geotextile Fabric as per CW 3130 shall conform to the Products Approved as listed in City of Winnipeg Specification for Approved Products for Surface Works.
- (c) Rubber surfacing
  - (i) Top course material shall be pure vulcanized virgin EPDM rubber chips ranging in size from 0.5 to 1.5 mm minimum dimension to 1 to 4 mm maximum dimension. EPDM shall be of the highest quality and UV stable.
  - (ii) Impact course material shall be SBR (Styrene butadiene rubber) low density rubber base and appropriate binder.
  - (iii) Surface Colour to be determined. Contractor to provide a colour sample and obtain approval from CA prior to ordering. Subsurface layers may be the specified colour or black provided that a top surface layer with a minimum thickness of 1 cm is the specified colour.
- (d) Binder shall be resin (Aromatic or aliphatic binders, isocyanate) as appropriate to the material being bound. Binder shall be 100% urethane and contain no TDI and not labeled toxic. Accelerators may be used with aliphatic binders.
- (e) Primer shall be Aromatic or Aliphatic solvent free primer.
- (f) Finish product shall be porous and composed of 50% Large and 50% small granules of EPDM rubber.
- (g) Finish surface to withstand 600 psi tensile stress, be non slip when wet or dry, fungus and bacterial resistant, and chemical resistance so that there is no effect from oil, lye, hydrochloric acid, animal fat, grease, acetone, toluidine, alcohol, blood, chlorine, urine, detergents or insect spray.
- (h) Colour of finished surface to be:
  - (i) Area 1 Mix of yellow, iron gray, bright green, red;
  - (ii) Area 2 Brighter green of: Reseda or May green;
  - (iii) Area 3 Royal blue;
  - (iv) Area 4 Brown.

### E23.5 Acceptable Products

- (a) Stargum EPDM granules vulcanized with sulphur or equal approved in accordance with B7, Rubber FX playground system as supplied by Prairie Safety Surfacing or approved equal in accordance with B7.
  - (i) Supplier & Installer: Prairie Rubber Paving 1450 Dublin Avenue Winnipeg, MB R3H 0E4 Ph: (877) 413-4248

### E23.6 Maintenance Kits:

- (a) Contractor shall supply the City with a 25 kg. bag of rubber crumb for each colour or colour mix used on the site.
- (b) Contractor shall supply a 25 kg container of the Aliphatic Binder used in the install as part of a maintenance kit.

### E23.7 Execution

- (a) All sub-surfaces will be inspected and accepted by the installer prior to application. Any discrepancies shall be rectified prior to the installer proceeding with installation.
- (b) Confirm acceptability of substrate prior to installation.

- (c) Poured in place rubber safety surfacing depth shall be installed within the play areas to a to achieve:

- (i) A minimum fall height of 3048 mm (10'-0") for equipment with a specified fall height of 3048 mm (10'-0") or lower, and
- (ii) For equipment with a specified fall height greater than 3048 mm (10'-0"), fall heights shall meet current CAN/CSA Z1614, Consumer product safety commission (CPSC), and ASTM 1292-99.
- (iii) System thickness for fall heights must comply with CSA, Consumer product safety commission (CPSC) and ASTM 1292-99 standards for playground surfacing. The surface must be installed at a thickness that will provide a Gmax less than 150 and a HIC less than 800 when the installation has been tested with a Triax2015 instrument between 10 and 25 days after installation is complete. The determined drop height for these tests will be derived from the top of all structures including railings, barriers, slides and climbers. For swings the drop height will be the top of the suspending bar.
- (i) Consumer product safety commission (CPSC) and ASTM 1292-99 fall height requirements based on total system thickness of impact course and wear course are as follows:

FALL HEIGHT	SYSTEM THICKNESS
1210 mm (4')	38 mm (1.5")
1829 mm (6')	64 mm (2.5")
2438 mm (8')	83 mm (3.5")
3048 mm (10')	114 mm (4.5")
3657 mm (12')	140 mm (5.5")
4267 mm (14')	165 (6.5")

- (iv) Poured in place rubber safety surfacing shall be dual density, resilient impact attenuating safety surfacing system that is mixed, troweled and compacted on Site to form a resilient seamless surface. Surface system shall consist of an impact layer and a wear layer consisting of recycled tire crumb, chips, or thread, blended with a polyurethane binder throughout the entire depth of surfacing.
- (d) The crumb rubber/resin base layer shall be mixed to manufacturer's specifications.
- (e) Do not install when overnight temperature will fall below 5°C or as per manufacturers minimums.
- (f) The selected EPDM topcoat granules should be coated with aromatic or aliphatic resin in a non-porous container at a resin ratio of 80% rubber to 20% urethane resin by weight. Top coat shall be not less than 6mm or more than 12mm in depth. It is recommended that the mixing of the top coat be carried out with an electric vertical shaft mortar mixer to ensure consistency and assuring complete coverage of each granule.
- (g) The resin should be applied to the rubber, once the rubber is initially working within the mixer. The above must be mixed for approximately 1-3 minutes.
- (h) Installer shall wear protective clothing including gloves and shall change protective clothing regularly during the installation.
- (i) Should resin or solvent come into contact with the skin this must be immediately washed off with suitable detergents and water.
- (j) When troweling the product the Contractor shall use protective knee boards or knee pads.
- (k) Contractor shall have all Material Safety Data Sheets (MSDS) on site during installation.
- (l) Contractor shall erect barricades prior to installation and maintain them in place for a period of 24 to 48 hours after installation.
- (m) Contractor shall maintain a continuous watch on the site following the install until the material has cured.

- (n) Upon completion of the work the Contractor shall remove all tools, equipment, unused materials, and debris from the site, and broom clean the entire area.
- (o) Provide written verification from the recycled rubber product supplier to confirm that the surface meets CSA fall height standards.

#### E23.8 Measurement and Payment

- (a) Payment shall be as per Form B:Prices at the unit price for the item "Rubber Safety Surfacing" and shall be deemed to include supply and installation of all geotextile, base course, and rubber surfacing system including all binding agents and primers.

### E24. SUB-SURFACE DRAINAGE

#### E24.1 Description

- E24.1.1 This specification shall include both the sub-surface drain West ditch and a new emitter for same.
- E24.1.2 Sub-surface drain (Subdrain) related to the ditch consists of providing and placing a geocomposite prefabricated drain system as as described on the drawings and herein. Drainage system shall be installed in accordance with these specifications and in close conformity with the locations and dimensions as shown on the plans or specified on site by the Contract Administrator. The quantities of drain as shown may be increased or decreased at the direction of the Contract Administrator based on actual site conditions that occur during construction of the project. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the Work.
- E24.1.3 The subsurface drain described in this section is not intended to replace the manufacturer specified drainage medium or layer but to supplement the safety surface manufacturer specified layer and provide a means of outfall. As such it is to be understood as being in addition to the safety surface manufacturer specified subsurface drainage system.

#### E24.2 Material

- E24.2.1 Subsurface drain (subdrain) will be Multi-Flow or approved substitute in accordance with B7. Drainage pipe will be 150 mm (6"). The manufacturer will size and approve all fittings for use with Multi-Flow or approved substitute drainage pipe.
- E24.2.2 The drain conduit shall be of flexible, prefabricated, rounded rectangular shaped, composite product. The drain conduit will be wrapped with a non-woven geotextile and will be a non-woven needle-punched construction and consist of long-chain polymeric fibres composed of polypropylene, polyethylene or polyamide. The fibres will be oriented into a multi-directional stable network whereby they retain their positions relative with each other and allow the passage of water as specified. The fabric will be free of any chemical treatment or coating, which reduces permeability and will be inert to chemical commonly found in soil. The geotextile will conform to the following minimum average roll values.

Weight	ASTM D-3776	3.0 - 4.0
Tensile Strength	ASTM D-4632	100 - 130
Elongation %	ASTM D-4632	50 - 70
Puncture, lb	ASTM D-751	35 - 60
Mullen Burst, psi	ASTM D-3786	110 - 215
Trapezoidal Tear, lb	ASTM D-4533	40 - 42
Coefficient of Permeability	ASTM D-4491	.2 - .4 cm/sec
Flow Rate, gpm/ft2	ASTM D-4491	100 - 140
Permittivity, 1/sec	ASTM D-4491	1.3 – 2.0
Apparent Opening Size	ASTM D-4751	60/70 Max. US Std

		Sieve Opening
Seam Strength, lb/ft	ASTM D-4595	100
Fungus	ASTM G-21	No Growth

- E24.2.3 The drainage core shall be made of a high-density polyethylene. The core shall be constructed using interconnected corrugated pipes that define and provide the flow channels and structural integrity of the drain. The geotextile shall function only as a filter. The core of the edge drain shall conform to the following physical property requirements.

Thickness, inches	ASTM D-1777	1.0
Flow Rate, gpm/ft*	ASTM D-4716	29
Compressive Strength, psf	ASTM D-1621 (modified sand method)	6000
Pipe Stiffness, pii	ASTM D-2412	100

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

#### E24.2.4 Fittings

- (a) The fittings used with the edge drain shall be of a snap together design. In no case shall any drainage product be joined without the use of the manufacturers connector designed specifically for the purpose. Cleanouts will be provided as indicated on the drawing.

#### E24.2.5 Pipe

- (a) Pipe for drain outlet laterals will be either 75 mm (3") PVC pipe meeting the requirements of ASTM D-2729 or ASTM F-949, or high-density polyethylene pipe meeting the requirements of AASHTO M252.
- (b) A rodent screen made of 0.3 inch by 0.3-inch square opening size, 0.063-inch gauge, stainless steel or galvanized, welded wire mesh shall be installed in each outlet lateral line. When using galvanized welded wire mesh, the rodent screen shall be galvanized after it has been formed to the shape and dimensions shown on the plans or specified by the Contract Administrator.

#### E24.2.6 Backfill for Trenches

- (a) Backfill will be coarse sand whose particle size is defined as less than 5% retained on a # 10 screen and less than 5% passing through a # 30 (US Std Sieve) In no case will more than 1% pass a # 60 screen.
- (b) Contractor shall supply the Contract Administrator a sample of backfill material at least 5 working days prior to installing the geocomposite. Contractor shall not proceed with geocomposite work until the Contract Administrator has approved the backfill material.

#### E24.3 Subdrain

- (a) The layout of the subdrain is to be marked on Site and approved by the Contract Administrator prior to trenching. Trenches shall be a min. 150mm in width. Subdrain is to be installed along the centerline of the bottom of the ditch and extend under any culverts (below the culvert).
- (b) Contractor is to protect subdrain from excessive weight during the duration of construction and to repair and make good any pipe collapsed prior to acceptance.
- (c) Fittings for the drain will be installed in accordance with the manufacturer's recommendations and Specification.

- (d) Any damaged edge drain or outlet lateral will be replaced or repaired by splicing in an undamaged section of drain at the Contractor's expense. The repair must be in accordance with the manufacturers specification and to the satisfaction of the Contract Administrator.
- (e) Outfall is to be to air via an emitter as shown on the drawings. Emitter shall be a 3" polyolefin pop-up drainage emitter with elbow joint, product reference no. NDS# 620 or approved substitute in accordance with B7. Multiflow, or approved substitute, shall be connected to emitter by using manufacturer's adaptor for connecting drainage pipe to 75mm or 100mm round orifice on appropriate hardware. Emitter is to be located on Site by Contract Administrator.

E24.4 Method of Measurement and payment shall be as follows:

- (a) Subdrain shall be measured for length and paid for at the rate indicated for "Subdrain for West Ditch" on Form B:Prices. This price shall include the pipe, trenching, backfill, and connection to emitter.

## **E25. GROUTED STONE RIPRAP AND CULVERTS**

E25.1 Culverts, fieldstone and grouted riprap shall be supplied and placed in accordance with the Drawings, SCD-612A and City of Winnipeg Specifications CW 3610 and CW 3615.

E25.2 Materials

- (a) Riprap Rock
  - (i) Rock for riprap shall consist of hard, dense, durable rock. The rock shall be quarried rock or fieldstone, dense and durable, and resistant to the action of frost and water and suitable in all other respect for the purpose intended. Stone rip-rap shall be free of sod, roots, organic material and debris prior to placement. Individual pieces of stone shall be free of defects such as seams or cracks prior to placement. The stones shall range in size and distributed as per the Drawings. The Contract Administrator shall approve the rock for riprap prior to placing.
- (b) Culverts
  - (i) Two (1) 250 mm dia. Corrugated Steel Pipe (CSP) culvert installed as per CW 3610, SCD-612A, and the Drawings.
- (c) Geotextile
  - (i) Geotextile shall be non-woven and be supplied and placed in accordance with CW 3130.
  - (ii) Geotextile shall conform to the Products Approved as listed in City of Winnipeg Specification for Approved Products for Surface Works.  
[https://legacy.winnipeg.ca/finance/findata/matmgt/std\\_const\\_spec/current/Docs/Approved\\_Product\\_Suppliers.pdf](https://legacy.winnipeg.ca/finance/findata/matmgt/std_const_spec/current/Docs/Approved_Product_Suppliers.pdf)
- (d) Grout
  - (i) Concrete grout shall be 15 MPa compressive strength at 28 days, with sand aggregate of a consistency to ensure total penetration to fill all voids in the riprap.

E25.3 Construction Methods

- (a) Preparation of Existing Ground
  - (i) The bed for riprap shall be shaped and trimmed to the lines as shown on the Drawings or as staked in the field by the Contract Administrator, prior to placing of any crushed limestone base or riprap. No riprap or geotextile shall be placed until the bed has been inspected and approved by the Contract Administrator.
- (b) Geotextile
  - (i) Geotextile shall be installed as outlined in Section 3.0 of CW 3130 at the location shown in the Drawing.
  - (ii) Place geotextile fabric under the crushed limestone base. Anchor the geotextile fabric on the upstream and downstream end of the rock filled swale as shown on the Drawings.

- (c) Crushed Limestone Base
  - (i) Granular "C" base course, 20mm down crushed limestone material shall be supplied and placed to a compacted depth of 100mm in accordance with the Detail on the Drawing and Specification CW 3110.
- (d) Culverts
  - (i) Installation as per SCD-612A.
  - (ii) Install CSP culvert on the crushed limestone base, with the separate sections securely joined together by means of tightly drawn coupling bands. Lap the circumferential joints on the outside of the pipe section on the upstream end, and lap longitudinal seams at the side of the pipe.
- (e) Random Stone Riprap
  - (i) Place the rock riprap carefully on crushed limestone base. Place the rock in such a manner that the larger stones are uniformly distributed and smaller rocks serve to fill the spaces between the larger rocks. Sufficient hand work shall be done to procure a neat and uniform surface with the thickness as shown on the Drawings.
- (f) Grout
  - (i) The concrete sand grout shall not be placed until the rock riprap has been inspected and approved by the Contract Administrator.
  - (ii) The concrete sand grout shall be vibrated or rodded to ensure that the voids between the stones are filled, resulting in total penetration and worked such that the top surfaces of the exposed stones are not covered by grout. The finished surface shall present an even, closed surface, with at least fifty (50%) percent of the rocks on the surface projecting as shown on the Drawings.
  - (iii) The outside perimeter of the riprap shall be constructed using a vertical formed edge equal to the depth of the grout layer.
  - (iv) After initial set of the grout, the portion of the rocks projecting above the grout layer shall be thoroughly cleaned of all grout by sandblasting, to the satisfaction of the Contract Administrator. Following sand-blasting, all loose material shall be removed from the site.

#### E25.4 Method of Measurement

- (a) Culvert replacement, rip rap, and other associated works shall be as a lump sum in accordance with item 'Replace Existing Culvert/rip rap" on Form B:Prices.
  - (i) This work shall include include, removal of the existing culvert and base, grouted rip rap, overlying path and related granular materials as well as installation of a new culvert, base, grouted rip rap, and walkway base as per SCD-612A.
- (b) New Culvert, rip rap, and other associated work shall be as a lump sum in accordance with item 'New Culvert/rip rap" on Form B:Prices.
  - (i) This work shall include include, excavation, base, grouted rip rap, overlying path and related granular materials as well as installation of a new culvert, grouted rip rap, and walkway base as per SCD-612A.

#### E25.5 Basis of Payment

- (a) New Culvert shall be as a lump sum in accordance with item 'New Culvert/rip rap" on Form B:Prices. Said payment shall be understood to include, removal of the existing sod and topsoil in the footprint of the new culvert/grouted rip rap, as well as installation of a new culvert, grouted rip rap, and walkway base as per SCD-612A.
- (b) Replacement of existing rip rap shall be paid in accordance with item 'Replace Existing Culvert/rip rap' and shall be understood to include, removal of existing culvert, overlying path, grouted rip rap, base, as well as installation of new culvert, base, grouted rip rap, and walkway base

## **E26. SITE FURNISHINGS**

- E26.1 This Specification shall cover the **supply and installation** of site furnishings as per the Drawings.
- E26.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.
- E26.3 All materials supplied under this specification shall be of a type approved by the Contract Administrator, and subject to inspection and testing by the Contract Administrator.
- E26.4 All site furnishings shall be as per the Drawings.
- E26.5 Ordering
- (a) To order City of Winnipeg site furnishings email: [pwd-cps-orderdesk@winnipeg.ca](mailto:pwd-cps-orderdesk@winnipeg.ca)
- E26.6 City of Winnipeg Site Furnishings:
- (a) Bilingual Park Sign with Address Double Sided x1
- (i) Product Number: 52501105
- (ii) Park Sign wording:
- (i) English Wording:
- ◆ John Forsyth Park
  - ◆ 475 John Forsyth Road
- (ii) French Wording:
- ◆ Parc John-Forsyth
  - ◆ 475, Chemin John-Forsyth
- E26.7 All Work is to be located and installed in accordance with the Drawings, and associated SCDs and/or Manufacturer's written instructions and specifications, using approved non-rusting, tamper resistant fasteners to ensure solid, durable, finished work suitable for the purpose intended. Fasteners and assembly hardware shall be incidental to the Work.
- (a) All furnishings and fixtures to be installed plumb and true to correct elevations and location, as directed by the Contract Administrator. The Contractor shall confirm proposed locations of all site furnishings with Contract Administrator prior to installation.
- (b) All furnishings and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering is prohibited.
- (c) Damaged Site Furnishings will not be accepted.
- E26.8 Method of Measurement shall be as follows:
- (a) Supply and installation of Site Furnishings will be will be measured at the Contract Unit Price per unit for:
- (i) "Supply and install bilingual double-sided park sign" on Form B: Prices.
- (ii) Price shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the Work included in this Specification.
- E26.9 Basis of Payment shall be as follows:
- (a) Bilingual park sign will be paid for at the Contract Unit Prices for 'Supply and Install Double sided Bilingual Park Sign". The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. The price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

**E27. SITE RESTORATION**

- E27.1 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all tools, equipment, waste, debris and surplus foundation earth to the satisfaction of the Contract Administrator. Unless otherwise specified, and as a condition of Total Performance 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