



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 191-2005

**BEAVERDAM CREEK PARK AND LAKESHORE PARK PLAYGROUND
REDEVELOPMENTS**

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PART B

BIDDING PROCEDURES

PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 BEAVERDAM CREEK PARK AND LAKESHORE PARK PLAYGROUND REDEVELOPMENTS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 8, 2005.

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

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

B3. SITE INVESTIGATION

B3.1 Further to GC:3.1, the Contract Administrator or an authorized representative will be available at Beaverdam Park from 1:30 P.M. to 3:00 P.M. on June 29, 2005 and Lakeshore Park from 1:30 P.M. to 3:00 P.M. on June 30, 2005 to answer any questions regarding the Bid Opportunity.

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B3.3 Further to GC:3.1, the Bidder may also view the Site without making an appointment.

B4. ENQUIRIES

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

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

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

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

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

B5. ADDENDA

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

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda shortly before submitting his Bid.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID SUBMISSION

- B7.1 The Bid Submission consists of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Design Drawings (plan, perspective, and other submissions to illustrate the design intent);
 - (d) Component Description and/or graphic or catalogue reference.
- B7.2 The Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B7.2.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.3 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.4 Bid Submissions shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8. BID

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.
- B8.4.2 All signatures shall be original.
- B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid Submission and the Contract, when awarded, shall be both joint and several.

B9. PRICES

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.2 The Bidder shall complete the Approximate Quantity column for items 7, 8 and 13 under Beaverdam Park on Form B: Prices. These quantities are dependant on the proposed design as submitted.
- B9.3 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B9.4 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B9.5 Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra on Section A, Items 4, 5, 6, and 9 and Section B, Items No. 3 and 4] and all charges governmental or otherwise paid.

B10. QUALIFICATION

- B10.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
 - (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
 - (c) be financially capable of carrying out the terms of the Contract;
 - (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
 - (e) have successfully carried out work, similar in nature, scope and value to the Work;

- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

B10.2 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.3 Drawings of the Sites are available on request in AutoCAD .dwg or Vectorworks format from the Contract Administrator for the purposes of the Bid Submission.

B10.4 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

B11.1 Bid Submissions will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Branch, or in such other office as may be designated by the Manager of Materials.

B11.1.1 Bidders or their representatives may attend.

B11.2 After the public opening, the names of the Bidders and their Total Bid Prices as read out (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

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

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

B12. IRREVOCABLE BID

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

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

B13. WITHDRAWAL OF BIDS

- B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B13.1.1 Notwithstanding GC:23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:
- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
 - (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.
- B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B14. EVALUATION OF BIDS

- B14.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
 - (c) Bid Price (20 Points) pursuant to B14.4;
 - (d) Innovation of Design (80 points) pursuant to B14.5;
 - (e) economic analysis of any approved alternative pursuant to B6.
- B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission 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 if the interests of the City so require.
- B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.
- B14.4 Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B14.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B14.4.2 The approximate quantities proposed by the Bidder, for items 7, 8 and 13 under Beaverdam Park on Form B: Prices, will be multiplied by the unit prices for each item.

- B14.4.3 Further to B14.1(c) the Award Authority may reject a Bid as being non-responsive if it exceeds the separate budgets as shown on Form B: Prices
- B14.4.4 The Total Bid Price shall be evaluated with a weighting of 20 points out of a total of 100 possible points. As such, the lowest bidder shall receive the full 20 points, and the second lowest bidder and subsequent bidders shall be pro-rated accordingly.
- B14.5 Further to B14.1(d), Innovation of Design shall be evaluated with a weighting of 80 points out of a total of 100 possible points. Innovation of Design will be evaluated considering the Bidder's Bid Submission or in other information requiring to be submitted.
- B14.5.1 Innovation of Design shall be evaluated on the following criteria:
- (a) compliance with CSA Standards (pass/fail);
 - (b) Bid Price;
 - (c) play value (50 points);
 - (i) variety of activities provided;
 - (ii) variety of access points;
 - (iii) innovation of design;
 - (iv) provides opportunities for social / interpersonal interaction and cooperative play;
 - (v) provides for fine and gross motor development;
 - (vi) fosters creative play;
 - (vii) designed for inclusive play (Universal Design principles);
 - (viii) no structure with very similar components within walking distance;
 - (d) layout/circulation (15 points);
 - (i) efficient use of space within and between play elements;
 - (ii) good flow and relationship between play area activities;
 - (iii) good layout / orientation on site and in relation to entrances;
 - (iv) situated to provide good visibility to play area;
 - (e) durability and maintenance (15 points).
 - (i) uses durable / tamper-resistant materials;
 - (ii) low maintenance finishes and connector systems;
 - (iii) ease of repair / replacement;
 - (iv) manufacturer's warranty.
- B14.6 This Contract may be awarded as a whole (Alternative 1) or separately in sections (Alternative 2) as identified on Form B: Prices.
- B14.6.1 Notwithstanding B9, the Bidder may, but is not required to, bid on both alternatives, or on any one or more sections in Alternative 2.
- B14.6.2 The City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for that section and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on both alternatives or on all sections in Alternative 2, he shall have no claim against the City if his partial Bid is rejected in favour of an award of the Contract on the basis of an alternative or section upon which he has not bid.

B15. AWARD OF CONTRACT

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- B15.4 Notwithstanding GC:4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract, as defined in GC:1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for Construction Contracts* (Revision 2000 11 09) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Construction Contracts* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Construction Contracts*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out “The City of Winnipeg Act” wherever it appears in the General Conditions and substituting “The City of Winnipeg Charter”.
- D1.3 The General Conditions are amended by striking out “Tender Package” wherever it appears in the General Conditions and substituting “Bid Opportunity”.
- D1.4 The General Conditions are amended by striking out “Tender Submission” wherever it appears in the General Conditions and substituting “Bid Submission”.
- D1.5 The General Conditions are amended by deleting GC:6.16 and GC:6.17. The City of Winnipeg is now within the jurisdiction of the Manitoba Ombudsman pursuant to The Ombudsman Act.

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of
- (a) Beaverdam Creek Park: Removing and disposing existing slide, playstructure, climber and two swingsets, excavating the proposed area(s); installing the new playstructure, swingset(s) and any other proposed equipment, as well as playstone and concrete curbing, and repairing sod in accordance with the requirements attached.
 - (b) Lakeshore Park: Removing and disposing existing playstructure, toddler swingset and playsand, installing the new playstructure, swingset and playstone, and repairing sod in accordance with the requirements attached.

D3. CONTRACT ADMINISTRATOR

- D3.1 The Contract Administrator is:
- Stefan Fediuk
Landscape Architect
City of Winnipeg
Parks, Riverbanks and Community Initiatives Branch
Planning and Land Use Division
Planning, Property and Development Department
15-30 Fort St.
Winnipeg. MB R3C 4X5
Telephone No. (204) 986-5597
Facsimile No. (204) 986-7524
- D3.2 At the pre-construction meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4. CONTRACTOR'S SUPERVISOR

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

D5. NOTICES

D5.1 Except as provided for in GC:23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

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

D5.3 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

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

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

D6. PERMITS, NOTICES, LICENSE, CERTIFICATES, LAWS AND RULES

D6.1 Further to GC: 6.12, the Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of same before proceeding with the Work, and pay any cost attached to the inspection of such plans.

D6.2 Further to GC6.11, the Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.

D6.3 Further to GC23.2, all notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.

D6.4 Further to GC6.26, all Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.

D6.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.

- (a) The Contractor and Subcontractors 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.

SUBMISSIONS

D7. INSURANCE

- D7.1 The Contractor shall provide and maintain the following insurance coverage:
 - (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
- D7.2 Deductibles shall be borne by the Contractor.
- D7.3 The Contractor shall provide the City Solicitor with a certificate of insurance of each policy, in a form satisfactory to the City Solicitor, 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.
- D7.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D8. PERFORMANCE SECURITY

- D8.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
 - (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D8.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D8.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D9. SUBCONTRACTOR LIST

- D9.1 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.

SCHEDULE OF WORK

D10. COMMENCEMENT

- D10.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.
- D10.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is 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;
 - (ii) evidence of the workers compensation coverage specified in GC:6.14;
 - (iii) evidence of the insurance specified in D7;
 - (iv) the performance security specified in D8;
 - (v) the Subcontractor list specified in D9;
 - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D10.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

D11. SUBSTANTIAL PERFORMANCE

- D11.1 The Contractor shall achieve Substantial Performance within forty (40) consecutive Working Days of the commencement of the Work as specified in D10.
- D11.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D11.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D12. TOTAL PERFORMANCE

- D12.1 The Contractor shall achieve Total Performance within fifty (50) consecutive Working Days of the commencement of the Work as specified in D10. An exception can be made to accommodate supply and installation of playstructures only if delivery of same cannot be made within the timeframe. The Contractor must get approval on proposed completion date for these items with the Contract Administrator.

D12.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor within ten (10) Working Days or as otherwise instructed by the Contract Administrator and the Contract Administrator notified so that the Work can be re-inspected.

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

D13. LIQUIDATED DAMAGES

D13.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City four hundred dollars (\$400) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.

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

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

CONTROL OF WORK

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

D14.1 Further to GC:6.26, 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).

WARRANTY

D15. WARRANTY

D15.1 Notwithstanding GC:13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter unless extended pursuant to GC:13.2.1 or GC:13.2.2, in which case it shall expire when provided for thereunder.

D15.2 Notwithstanding GC:13.2 or D14.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total performance if:

- (a) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D15.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in GC:13.2 for the warranty period to begin.

D15.3 The warranty period for all Plant Material as specified in E3.4 shall begin on the date of Total Performance and shall expire two (2) years thereafter.

D15.3.1 Any plant material replaced during the warranty period shall carry an additional two (2) year warranty and two (2) year maintenance period from the date of replacement.

FORM H1: PERFORMANCE BOND
(See D8)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

_____ day of _____, 20____, for:

BID OPPORTUNITY NO. 191-2005

BEAVERDAM CREEK PARK AND LAKESHORE PARK PLAYGROUND REDEVELOPMENTS

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

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

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

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

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

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

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D8)

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 191-2005

BEAVERDAM CREEK PARK AND LAKESHORE PARK PLAYGROUND REDEVELOPMENTS

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS, STANDARD DETAILS AND DRAWINGS

- E1.1 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.1.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- E1.1.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.1.3 Further to GC:2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.2 The following Drawings are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
B.6-D	Beaverdam Creek Existing Site Conditions
B.6-E	Beaverdam Creek Proposed Siteworks
L.33-A	Lakeshore Park Existing Site Conditions
L.33-B	Lakeshore Park Proposed Siteworks
SCD 130A	Wheelchair Tache Style Metal Frame Picnic Table

- E1.2.1 Above Drawings are available on request in AutoCAD .dwg format or Vectorworks format from the Contract Administrator.

E2. PLAY EQUIPMENT

- E2.1 General Conditions
- E2.1.1 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the drawings and specifications.
- E2.1.2 The Contractor shall obtain all approvals including the requisite Development Permit.
- E2.1.3 This specification shall cover the supply and installation of the Play Equipment specified herein.
- E2.1.4 The specific play equipment is as follows:

Park	Location	Description	Spec. Ref.	Quantity
Beaverdam Creek Park	Carlotta Cr. @ Roblin Blvd.	Various Play Equipment as proposed	E2	as per proposed design
Lakeshore Park	Lakeshore Rd @ Chancellor Dr.	Swingset	E2.4	one (1) each
		Playstructure	E2.3	one (1) each

E2.2 Playstructures

E2.2.1 General Description

- (a) This specification shall cover the supply and installation of the Playstructures as specified herein.
- (b) Playstructure at Beaverdam Creek Park to be designed for children ages 2-12. Playstructure at Lakeshore Park to be designed primarily for children ages 2-5.
- (c) Playstructure for Lakeshore Park and 2-5 year olds components or structure for Beaverdam Creek Park may be the same or similar.
- (d) Further to Item 3: Play Value in above table, the play equipment within walking distance to Beaverdam Creek Park is located at:
 - (i) Westdale Community Centre
 - (ii) Parc Braconnier
 - (iii) Berkley St. Park
- (e) The play equipment within walking distance to Lakeshore Park is located at:
 - (i) Chancellor Elementary School
 - (ii) Waverley Heights Community Centre
- (f) Playstructures shall be installed in the play areas as shown on the attached drawings. The Playstructures and their safety zones must fit into the proposed play areas as shown on Drawings B.6-E and L.33-B. Above Drawings are available on request in AutoCAD .dwg format or Vectorworks format from the Contract Administrator.
- (g) If colour is a feature of posts, top caps and panels, the Contract Administrator shall have the ability to modify specified colours from the proposed design after Contract Award. If the price of the equipment in the Bid Submission is subject to the colours of the proposed design, this must be indicated in the Bid Submission.

E2.2.2 Materials

- (a) Posts / Caps
 - (i) All posts shall be a minimum 5" O.D. round or 4" square tubing.
 - (ii) 3.5 " O.D. round or 3.5" square tubing will be permitted in circumstances where a multi-deck structure has decks of varied heights which are all under 4', or for structures with 2 decks or less above 4'.
 - (iii) All posts shall be fabricated from either aluminum (0.125" min. wall thickness) or galvanized steel (0.120" 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) Top caps shall be made of solid construction and shall be factory installed and secured in place with tamper proof, self-sealing rivets.
 - (v) 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 6'. The deck

height increments may range from a minimum of 6" to a maximum of 12" and should be consistent throughout the structure.

- (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 15/16" (24mm) O.D. with a .120" wall thickness steel tubing. After all fabrication activities have occurred including end cuts, drill holes, bends and weld joints, all components shall be hot dipped galvanized.
 - (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 either carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel.
 - (ii) 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 molded linear low-density polyethylene.
 - (ii) Poly components such as play panels shall be fabricated from compression molded solid colour, U.V. stabilized, high-density polyethylene.
- (g) Slides (if applicable)
 - (i) Stainless steel is preferred for slide beds, although a plastic slide may be used if there is a stainless steel slide also on the Site. North or east orientation preferred.
- (h) Each playstructure shall have kick plates and handloops as required to meet the most recent Canadian Standards Association Guidelines.

E2.2.3 Installation

- (a) Playstructures shall be installed as per manufacturers specifications and in accordance with the most recent Canadian Standards Association Guidelines.
- (b) All posts and other vertical items shall be plumb and true to vertical, if so designed.
- (c) All decks shall be level, if so designed.

E2.3 Swing Standard

E2.3.1 General Description

- (a) The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the specifications.
- (b) This specification shall cover the supply and installation of two (2) complete swing standards as specified herein:

- (i) Beaverdam Creek Park: Three Leg Heavy Duty Swing Frame, 7ft. - 8ft. high, 2-Bay, complete with three (3) slash-proof rubber, enclosed infant seats, and one (1) slash-proof rubber belt seat, heavy-duty chain, swing hangers and hammer locks / bolt links.
- (ii) Lakeshore Park: Three Leg Heavy Duty Swing Frame, 7ft. - 8ft. high, 1-Bay, complete with two (2) slash-proof rubber, enclosed infant seats, heavy-duty chain, swing hangers and hammer locks / bolt links.

E2.3.2 Materials

- (a) Topbeam
 - (i) All topbeams shall be fabricated from 3 1/2" O.D. 7 gauge, RS40 galvanized steel pipe. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating.
- (b) Legs
 - (i) All legs shall be fabricated from 2 3/8" O.D. 10 gauge, RS40 galvanized steel pipe. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating. The bottom end of the posts is to be sealed with a moisture barrier.
- (c) Yoke Clamps
 - (i) All yoke clamps shall be either one piece construction and fabricated from 8 gauge, RS40 galvanized steel pipe or two piece, compression clamping cast aluminum or galvanized metal complete with tamper-proof hardware.
- (d) Swing Hangers
 - (i) All swing hangers shall be fabricated from galvanized malleable iron and have oil impregnated bearings pressed in.
- (e) Swing Chain
 - (i) All swing chain shall be 4/0 straight link, galvanized steel.
- (f) Enclosed Infant (Bucket) Seats
 - (i) All enclosed infant seats shall be moulded of U.V. stabilized, high quality, rubber with a tempered stainless steel reinforcement plate insert moulded inside, rendering the seats slashproof. Infant seats shall be fully enclosed to prevent slipping out and provide extra lower back support.
- (g) Belt Seats
 - (i) All belt seats shall be moulded of U.V. stabilized, high quality, rubber with a tempered stainless steel reinforcement plate insert moulded inside, rendering the seats slashproof. The perimeter shall be moulded to form a blunt, impact absorbing edge.
- (h) Hardware
 - (i) All fasteners shall be tamper proof in design, requiring special tools. The fasteners shall be either carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel.

E2.4 Independent Components

E2.4.1 General Description

- (a) The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the specifications.

- (b) This specification shall cover the supply and installation of independent components as specified herein.
- (c) Independent components shall be installed as per the proposed design, as the proposed budget will allow.
- (d) Independent components shall be installed in the available area at Beaverdam Creek Park as shown on Drawing B.6-E. The components and their safety zones must fit into the proposed play area. Above Drawing is available on request in AutoCAD .dwg format or Vectorworks format from the Contract Administrator.

E2.4.2 Materials

- (a) All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all parts and materials.
- (b) Fasteners
 - (i) All hardware shall be tamper-proof in design and requiring special tools. It shall be either carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel. All necessary hardware and tools shall be provided.
- (c) Finishes
 - (i) Finishes shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating.
- (d) Slides
 - (i) If an independent slide is proposed, stainless steel is preferred. If other slides are proposed on the site one may be plastic. North or east orientation preferred. If independent slide over 4' high is proposed, support posts must be minimum 5"O.D.

E2.5 Foundations

E2.5.1 General Description

- (a) All playground 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-R4 - Concrete to be used in Underground Works, is to be utilized in the installation of the concrete works for all below ground components.
- (b) The specific concrete requirements shall be:
 - (i) Sulfate resistant, Type 50 Cement
 - (ii) 28 day compressive strength of 30 Mpa
 - (iii) maximum aggregate size of 20mm, nominal
 - (iv) slump 80 +/- 20mm
 - (v) maximum water/cement ratio 0.49

E3. SITE DEVELOPMENT

E3.1 Excavation and Removals

E3.1.1 General Description

- (a) Areas of the site are to be excavated to the depths required to accept granular surfacing and a minimum 300mm depth of safety play stone (top of safety surfacing to be 75 mm below top of edging). The areas shall be in accordance with the areas shown on Drawings B.6-E and L.33-B.
- (b) All extraneous materials are to be removed from the site and disposed of in a safe and legal manner. This specification shall amend and supplement City of Winnipeg Standard Construction Specifications CW 3110-R7. The Work to be done by the Contractor under this specification shall include all labour, equipment and material necessary for and incidental to the satisfactory performance and completion of the Work herein specified.

E3.1.2 Materials

- (a) Excavation and removals includes the removal of items (i.e. climber, playstructures, swingsets, slide) as indicated on the Drawings and as directed by the Contract Administrator. Work includes the stockpiling of suitable Site material, and the satisfactory disposal of unsuitable Site material such as clays susceptible to frost-heaving, silts, rock rubble rubbish and any surplus suitable Site material. Do not disturb adjacent items designated to remain in place.

E3.1.3 Construction Methods

- (a) Disposal of material shall be understood to mean the hauling of all unsuitable material from the Site and the unloading in a legal manner acceptable to the Contract Administrator. If arrangements are made in advance excavated material may be disposed of on Site at a location designated by the Contract Administrator.

E3.1.4 Method of Measurement and Basis of Payment

- (a) Excavation and removals shall be considered incidental to and payment to be included with the prices for earthwork and grading, protective surfacing and segmental retaining wall edging. No payment will be made for material removed outside the limits of excavation.

E3.2 Concrete Edging

E3.2.1 General Description

- (a) The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the drawings and specifications.
- (b) This specification shall cover the supply and installation of Concrete Edging to contain the safety surfacing for the playground area.

E3.2.2 Materials and Method

- (a) Layout shall be as approved, by the Contract Administrator, to adequately provide safety surfacing area based on the most recent CSA safety zone requirements.
- (b) Cement: Type 50
 - (i) Maximum Course Aggregate: 20mm
 - (ii) Minimum Compression Strength at 28 days: +35 Mpa

- (iii) Minimum Cement Content: 310 kg/cu.m
 - (iv) Maximum Water Cement Ratio: 0.45
 - (v) Class of Exposure: C-2
 - (vi) Maximum Slump: 90mm +/- 20mm
 - (vii) Air Entrainment: 5 to 8%
 - (viii) Flyash Content: Max. 15% of Cementitious Material
- (c) Fine aggregate shall consist of natural sand or manufactured sand and shall conform to all requirements of CAN3.A23.1.
- (d) Course aggregate shall consist of hard, strong, uncoated durable particles of crushed stone, gravel or approved combination thereof and shall be free from an excess of thin, elongated or soft pieces, frozen lumps, organic matter or other deleterious matter, and shall conform with all the requirements of CAN3.A23.1. Maximum size of aggregate shall be 20mm.
- (e) Water for concrete shall be clean and free from injurious amounts of oil, acid, alkali, salts, silt, organic matter or other deleterious matter. The quality of the water shall be equal to or better than that of potable water.
- (f) A non-detergent type of air-entraining admixture, supplied in liquid form, shall be metered into the mix. The total air in the placed concrete shall be 5% - 8%.
- (g) Reinforcing steel shall be grade 300 deformed bars or as noted on the drawings. Detailing of reinforcing steel shall be in accordance with ACI 315. All bars which require bending shall be bent in shops.
- (h) All reinforcing steel shall be straight, clean and free from paint, oil, mill scale, excess rust and any injurious defects which may affect its strength or bond.
- (i) Ends of reinforcing steel intended for bonding that are to be left exposed for some time shall be protected from injury, oils or moisture.
- (j) Curing compound shall be Sternson Ritcure or approved equal.
- (k) Bonding agent shall be Sternson ST 431 Epoxy Bonding Agent.
- (l) Form coating shall be Sternson's Formseal or approved equal.
- (m) The City of Winnipeg may engage a fully qualified Inspecting Engineer and Testing Laboratory to:
- (i) Inspect the pile excavations to determine that they have been augured to the specified depth, are of the specified size, are clean and level, and meet the design criteria.

- (ii) Take test cylinders during concrete placing and carry out compression tests to determine whether concrete produced complies with these specifications.
- (iii) Take compaction tests of compacted granular sub-base and sub-grade material.
- (iv) Submit reports to the Contract Administrator of all materials, concrete, and caisson tests and inspections.
- (v) Three concrete test cylinders to be taken for pile cast. One cylinder from each group shall be tested at 7 days, one at 14 days, and the remainder at 28 days. Sampling and testing procedures shall be according to CAN3-A23.1 latest edition.
- (n) Concrete shall be installed as per Drawing B.6-E.
- (o) Finished elevations shall ensure that all concrete is smooth and level. Turf shall be repaired as required around edging in accordance with City of Winnipeg Standard Specifications for Topsoil and Seeding.
- (p) The layout of the concrete edging shall be coordinated with the installation of the play equipment to ensure that the proper safety zones are created around the equipment.
- (q) The Contractor shall set the elevation of the top of the concrete edge which shall be inspected and approved by the Contract Administrator prior to concrete installation.

E3.2.3 Method and Measurement of Payment

- (a) Concrete Edging will be measured on a unit price basis. The Bidder must indicate on Form B: Prices the required quantity of units dependant on the Bid Opportunity.
 - (i) Concrete Edging will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated by the Bidder on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E3.3 Protective Surfacing

E3.3.1 Description

- (a) This specification shall cover the supply and installation of Safety Stone Surfacing within the play structure/swing areas.

E3.3.2 Materials

- (a) Play Stone surfacing
 - (i) Safety Stone shall be 6.0mm Playground Stone, composition shall be Typical Birds Hill glacial till material, 100% clean river-washed granite.
 - (ii) Safety Stone shall be installed within all the play areas, as defined by the concrete edging, to a minimum depth of 30 cm.
 - (iii) The installation of the Safety Stone shall be done immediately after the playstructure has been installed.

- (iv) Installation shall be done by equipment sized to suit the Work being done and the Stone shall be spread by hand as necessary in the immediate vicinity of the playstructures so as not to damage same. The playstructures shall be swept clean to the satisfaction of the Contract Administrator after installation of the Stone.

E3.3.3 Method and Measurement of Payment

- (a) Play Stone surfacing will be measured on a unit price basis. The Bidder must indicate on Form B: Prices the required quantity of units dependant on the Bid Opportunity.
 - (i) Play Stone surfacing will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated by the Bidder on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E3.4 Plant Material

E3.4.1 General Description

- (a) This specification shall cover the supply and installation of trees.

E3.4.2 Materials

- (a) Plant Material
 - (i) Quality and source is to comply with Canadian Standards for Nursery Stock, Seventh Edition of Canadian Nursery Landscape association (C.N.L.A.) referring to size and development of plant material and root ball. Measure trees when branches are in their natural position. Height and spread dimensions refer to main body of trees and not from branch top to branch top. Use trees of No. 1 grade.
 - (ii) Trees are to be free of disease, insect infestation, rodent damage, sun scald, frost cracks, abrasions, unhealed scars, scars exceeding 5cm in diameter, major forks or crooks in the trunk, broken branches, or angles leaders. Trees having the above defects will not be accepted by the Contract Administrator.
 - (iii) Nursery stock is to be grown in nurseries under proper cultural practices as recommended by the C.N.L.A. Only nursery stock grown for at least the last four (4) years in nurseries located in Agriculture Canada Plant Hardiness Zone of 2 (a or b) or 3 (a or b) will be accepted. Nursery stock that has grown in plant hardiness zones 1 and 4 or greater will be rejected.
 - (iv) Plant Material as shown on Drawing B.6-E.
- (b) Planting soil is to Specification 3540-R4.
- (c) Water is to be potable and free of minerals which may be detrimental to plant growth.
- (d) Fertilizer is to be slow release formulation of low nitrogen and high phosphorous e.g. 10-50-12. Apply quantities at rates stated by product manufacturer.
- (e) Staking shall be as shown on Drawing B.6-E.
- (f) Mulch shall be clean bark or wood chip mulch with chips not less than 15mm or larger than 75mm in size and not more than 20mm thick. Mulch shall be free of leaves, branches and other extraneous matter.

E3.4.3 Method

- (a) Trees are to be planted according to Drawing B.6-E.
- (b) The Contractor shall obtain all above and below ground clearances from all utilities. Clearances shall be obtained in a timely manner so as not to jeopardize the schedule of the complete planting operation.
- (c) Coordinate shipping of nursery stock and excavation of holes to ensure minimum time lapse between digging and planting. Tie branches of nursery stock securely, and protect plants against abrasion, exposure and extreme temperature change during transit. Avoid binding of plants with rope or wire which would damage bark, break branches or destroy natural shape of plant. Give full support to root ball of nursery stock during lifting. Cover plant foliage with tarpaulin, and protect bare roots by means of dampened straw, peat moss, sawdust or other acceptable material to prevent loss of moisture during transit and storage. Remove broken and damaged roots with sharp pruning shears. Make clean cuts, and cover cuts over 10mm diameter with a tree wound dressing.
- (d) Location of nursery stock will be staked out or painted on Site by the Contractor and approved by the Contract Administrator prior to planting. All trees shall be located a minimum 3m from all paths, roads, and play areas. Trees with low branching habits shall be located such that their mature size shall not encroach on the same. No trees shall be planted in drainage swales.
- (e) The Contractor shall coordinate operations, keeping the Site clean and the planting holes drained. The Contractor shall immediately remove soil or debris spilled onto street pavement, grass or sidewalk.
- (f) Installation shall be done during periods of suitable weather conditions and in accordance with locally accepted practice. Trees are to be planted within forty-eight (48) hours of excavation from the nursery. No tree pit is to be left open at the end of the Contractor's Work Day. The planting program is to be planned to ensure that trees delivered to the Site at designated planting locations are installed and thoroughly watered the same day as delivery.
- (g) Loosen bottom of planting hole to depth of 100-150mm. Cover bottom of each excavation with minimum of 150mm topsoil mixture, incorporate with sub-grade material.
- (h) Plant trees vertically. Orient trees and shrubs to give best appearance in relation to structure, roads and sidewalks. Place nursery stock to depth whereby top of root ball is 25mm above finished grade. With balled and burlapped root balls and root balls in wire baskets, loosen burlap or rope from under root ball. Non-biodegradable wrapping must be removed. Tamp planting soil around root system in layers of 150mm eliminating air voids. Frozen or saturated planting soil is unacceptable. When 2/3 of planting soil has been placed, fill hole with water. After water has completely penetrated into soil, complete backfilling.
- (i) Each tree is to have an earth saucer at its base having a diameter as large as the excavation with a 10cm lip formed at the perimeter of the saucer to retain water. When planting is completed, give surface of planting saucer dressing of fertilizer and mix fertilizer thoroughly with top layer of planting soil and water in well.
- (j) Trees are to be staked as per Drawing B.6-E.
- (k) Each tree is to have wood chip mulch spread over the earth saucer to 75mm depth.

E3.4.4 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured on a per unit basis, for three (3) Prairie Cascade Willow (*Salix x 'Prairie Cascade'*) - 20 gallon size. The price shall include all costs of material supply, and proper material installation. The supply and installation of mulch shall be considered incidental to the Work.

E3.5 Plant Material Maintenance

E3.5.1 Maintenance Period

- (a) The Contractor shall undertake maintenance of all plant material for two (2) years from the date of Certificate of Total Performance.
- (b) Given Total Performance, the Superintendent of Landscape Development Services or his/her designate, shall monitor the Contractor's maintenance. Once completed, a Certificate of Acceptance shall be issued by the Superintendent of Landscape Development Services.
- (c) In general the maintenance shall not commence prior to May 1st and/or terminate after October 15th of each year. In the event of an early spring, whereby weather conditions are conducive to plant growth, the Contractor shall start the maintenance period at such time as they deem necessary. However the City of Winnipeg, Superintendent of Landscape Development Services, must be notified prior to commencing the maintenance period.
- (d) In the event that plant material requires replacement under the warranty period, a two (2) year maintenance period for the replaced plant material shall commence on the date of replacement.

E3.5.2 Description of Work

- (a) Irrigate weekly or as required during the growing season following installation by saturating the soil in the root zone area to a depth of 400mm. Water when rainfall is less than 25mm per week for more than three weeks. Irrigate prior to freeze-up.
- (b) Apply 2:1:2 soluble fertilizer to root zone of plants in the early spring not later than May 30th. Irrigate to saturate the soil in the root zone area to a depth of 500mm. Apply additional fertilizers as per standard horticultural practice. Apply at manufacturer's specified rates. Retain and submit material purchase records for all pertinent substances.
- (c) Cultivate soil in earth saucer lightly at beginning of growing season and apply mulch to maintain installed depth of mulch. Weed as necessary during the entire growing season.
- (d) Undertake disease and insect control programs as required to control known and serious pests. Obtain approval from Contract Administrator prior to using any pesticide. The use of chemical pesticides is not permitted on City of Winnipeg properties. Retain and submit material purchase records for all pertinent substances.
- (e) Prune trees during dormant season if possible. Remove dead, diseased, crossing, weak, crowded and unsightly or unshapely branches. Do not head back or shear to control shape.
- (f) Repair all damage to plant material immediately following the discovery of damage and check and re-secure stakes as required.
- (g) Record all activities on a daily basis. Submit reports to the Contract Administrator on a monthly basis.

E3.6 Site Furnishings

E3.6.1 Description

- (a) This specification shall cover the supply and installation of one (1) Picnic Table. The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work as shown on Drawing B.6-E and specified herein.

E3.6.2 Materials

(a) General

- (i) 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.

(b) Products:

- (i) Picnic Table shall be "Handicapped", as per SCD 130A, Product #52501108, or substitute acceptable to Contract Administrator.

Contact:

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- (ii) Anchors for Picnic Table shall be Duckbill Anchor Model 68-ATI as manufactured by Foresight Products. LLC Tel: 1-800-325-5360.
- (iii) Granular base shall be 6 mm and 19mm diameter crushed limestone down as per detail on Drawing B.6-E.

E3.6.3 Construction Methods

(a) General

- (i) All work is to be located and installed in accordance with Drawing B.6-E using approved non-rusting, vandal resistant fasteners to ensure solid, durable, finished work suitable for the purpose intended. Fasteners and assembly hardware shall be incidental to the work.
- (ii) All furnishings and fixtures to be installed plumb and true to correct elevations and location, as directed the Contract Administrator. The Contractor shall confirm proposed locations of all site furnishings with Contract Administrator prior to installation.
- (iii) All furnishings and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering, which will injure or distort fixture, is prohibited.
- (iv) Install as per manufacturer's instructions.

(b) Picnic Table

- (i) Existing and proposed Picnic Tables shall be installed on 2.0m x 3.0m gravel bases. Secure Picnic Tables to grade with two (2) Duckbill Anchors each. Provide 150 mm depth granular base below picnic table location as per detail on Drawing B.6-E. Top of granular material to be flush with sod. Picnic Tables shall be installed in approximate locations as noted on the plan and as directed by the Contract Administrator, and shall be plumb and level.

E3.6.4 Method and Measurement of Payment

- (a) Picnic Table will be measured on a unit price basis.
- (b) Picnic Table will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, measured as specified herein. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E3.7 Site Restoration

E3.7.1 Description

- (a) Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all tools, equipment, waste, debris and surplus foundation earth to the satisfaction of the Contract Administrator. Unless otherwise specified, the Contractor shall restore all areas of the Site beyond the established limit of Work, which have been disturbed by the Contractor's operations to as good as or better than the original condition to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this Work.
- (b) Sod and Topsoil (repair to damaged areas): The Contractor shall install mineral sod and a minimum 100mm compacted thickness of topsoil, as required, and in accordance with CW 3510-R8 and CW 3540-R4.
 - (i) The Contractor shall install mineral sod and topsoil a minimum distance of one (1) metre from the perimeter of the play area(s) edging, as well as in any additional areas requiring repair as a result of damage from the Work.

E3.7.2 Method and Measurement of Payment

- (a) Sod and Topsoil will be measured on a unit price basis. The Bidder must indicate on Form B: Prices the required quantity of units dependant on the Bid Opportunity.
 - (i) Sod and Topsoil will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated by the Bidder on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E3.8 Existing Services and Utilities

E3.8.1 Description

- (a) No responsibility will be assumed by the Owner 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 Owner 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.

E3.9 Access To Site

E3.9.1 Description

- (a) Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at his own expense and approved by the Contract Administrator.
- (b) The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and he shall be responsible for all damage resulting from his Work on private property.

E3.10 Damage to Existing Structures, Trees and Property

E3.10.1 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.

E3.10.2 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 protected 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. 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.

E3.10.3 All damage to existing trees caused by the Contractor's activities shall be repaired or replaced to the requirements and satisfaction of the Contract Administrator and the City Forester or his/her designate.

E3.10.4 No separate measurement or payment will be made for the protection of trees.

E3.11 Maintenance Kits

- E3.11.1 All play 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.