



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 232-2005**

**PLAYGROUND REDEVELOPMENT - BERKSHIRE, PULBERRY & EDGEWOOD  
PARKS**

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# **PART B**

# **BIDDING PROCEDURES**

## **PART B - BIDDING PROCEDURES**

### **B1. PROJECT TITLE**

B1.1 PLAYGROUND REDEVELOPMENT - BERKSHIRE, PULBERRY & EDGEWOOD PARKS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 14, 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 Bidder may view the Site without making an appointment.

B3.2 The Bidder is advised that there is a wading pool at Berkshire Park Site, so special precautions shall be made when accessing the Site.

### **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 (playstructure plan with component label and play area plan showing equipment relationships)
- (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 quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

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

## **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 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) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid 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.

B14.5 This Contract may be awarded as a whole (Alternative 1) or separately in sections (Alternative 2) as identified on Form B: Prices.

B14.5.1 Notwithstanding B7, the Bidder may, but is not required to, bid on both alternatives, or on any one or more sections in Alternative 2.

B14.5.2 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.
- B15.3 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.
- B15.4 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.
- B15.5 Notwithstanding GC:4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B15.6 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) Berkshire Park: remove and dispose of existing play structure, swings and climbers; excavate for new play area; excavate sand base for sod/seed, install concrete curbing, protective play surfacing, and new play equipment. Soil and seed and sod to restore turf.
  - (b) Edgewood Park: remove and dispose of existing play structure; excavate for new play area; excavate sand base outside of the play area for sod/seed, install concrete curbing, protective play surfacing, and new play equipment, new benches and granular base. Top dress and seed to restore turf.
  - (c) Pulberry Park: remove and dispose of existing play structure, sand base and timber edging; excavate for new play area, protective play surfacing, install concrete curbing, protective play surfacing, and new play equipment. Expand sand surface under existing swings. Repair bench, install granular base and top dress and seed to restore turf.

#### D3. CONTRACT ADMINISTRATOR

- D3.1 The Contract Administrator is:
- Donna Beaton  
Urban Designer  
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) 986-7436  
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

#### **SUBMISSIONS**

#### **D6. INSURANCE**

- D6.1 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;
- D6.2 Deductibles shall be borne by the Contractor.

- D6.3 The Contractor shall provide the City Solicitor with a certified true copy or 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.
- D6.4 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.

#### **D7. PERFORMANCE SECURITY**

- D7.1 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.
- D7.1.1 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.
- D7.2 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.

#### **D8. SUBCONTRACTOR LIST**

- D8.1 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**

#### **D9. COMMENCEMENT**

- D9.1 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.
- D9.2 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 D6;
  - (iv) the performance security specified in D7;
  - (v) the Subcontractor list specified in D8.
- (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. SUBSTANTIAL PERFORMANCE**

- D10.1 The Contractor shall achieve Substantial Performance within twenty (20) consecutive Working Days of the commencement of the Work as specified in D9.
- D10.2 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.
- D10.3 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.

**D11. TOTAL PERFORMANCE**

- D11.1 The Contractor shall achieve Total Performance within thirty (30) consecutive Working Days of the commencement of the Work as specified in D9.
- D11.2 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.
- D11.3 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.

**D12. LIQUIDATED DAMAGES**

- D12.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City three hundred (\$300.00) dollars per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- D12.2 The amount specified for liquidated damages in D12.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

**D13. SCHEDULED MAINTENANCE**

- D13.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:



(a) sod and seed as specified in E4.9

D13.2 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**

##### **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 there under.

D15.2 Notwithstanding D15.1, the playground manufacturers warranty periods for various components shall govern over the standard 1 yr warranty.

**FORM H1: PERFORMANCE BOND**  
(See D7)

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. 232-2005

PLAYGROUND REDEVELOPMENT - BERKSHIRE, PULBERRY & EDGEWOOD PARKS

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 D7)**

\_\_\_\_\_  
(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. 232-2005

PLAYGROUND REDEVELOPMENT - BERKSHIRE, PULBERRY & EDGEWOOD PARKS

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. 81 - A	Berkshire Park – Existing Conditions and Removals
B. 81 - B	Berkshire Park – Proposed Park Improvements
E. 29 - A	Edgewood Park – Playground Upgrades – Existing Conditions
E. 29 -B	Edgewood Park – Playground Upgrades – Proposed Redevelopment
E. 29 -C	Edgewood Park – Playground Upgrades - Layout & Dimensions
P 46 - A	Pulberry Park (Cabot Park) – Existing Conditions
P 46 - B	Pulberry Park (Cabot Park) – Playground Improvements
STR - 3	Structure Types - Layout
SCDP-1	Tache Style Bench – Recycled Boards
SCDP-2	Concrete Playsurface Edging Detail

E1.3 The following Standard Specifications are applicable to the Work:

<u>Spec. No.</u>	<u>Title</u>
CW 3510 – R7	Sodding
CW 3520 – R6	Seeding
CW 3540 – R2	Top Soil and Finish grading for Establishment of Turf Areas
CW 3710 – R2	Products for use in Surface works

#### 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 The specific play equipment is as follows:

<b>Park</b>	<b>Location</b>	<b>Description</b>	<b>Type</b>	<b>Quantity</b>
Berkshire Bay Park	Berkshire Bay, E. of Oakmont Ave.	Play structure Swing	Style 1 Type 2	one (1) each one (1) each
Edgewood Park	Beaverhill Blvd betw. Park Grove & . Lake Lawn Drives	Play structure Spring rider Spring See Saw	Style 3 Style B	one (1) each one (1) each one (1) each
Pulberry Park	W. of Cabot Cr. N. of Triton Bay	Play structure	Style 2	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) The following variations shall be allowed:
  - (i) Deck heights may vary within the parameters set out in Clause E2.2.2(b)
  - (ii) Play components and layout as provided are suggestions only. Alternative suggestions are welcome, within the parameters of the play areas outlined.
- (c) The Playstructures shall be installed in the play areas as shown on the attached drawings. The Playstructure and its safety zones must fit into the proposed play area..

### E2.2.2 Materials

- (a) Posts / Caps
  - (i) All posts shall be a minimum of 5" O.D. round or 4" square tubing.
  - (ii) All posts shall be fabricated from either aluminum (0.125" min. wall thickness) or galvanized steel (0.120" min. wall thickness) tubing with a baked-on polyester powder coating. The powder coating finish shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance. All fabrication cuts drill holes and weld joints shall be sprayed with a corrosion resistant coating prior to powder coating. The bottom end of the posts is to be sealed with a moisture barrier.
  - (iii) Top caps for posts shall be aluminum die cast and powder coated the same as the post colour. All caps shall be factory installed and secured in place with tamper proof, self-sealing rivets.
- (b) Decks
  - (i) All decks shall be manufactured from vinyl-coated perforated steel. Deck shapes and configurations may vary from those shown. Deck heights may vary from those shown on the drawings within a range of 18" to 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, and galvanized steel, stainless steel or aluminum, and baked-on polyester powdercoated to match post colour. Tamper proof, corrosion resistant fasteners shall be used to retain clamping systems.
- (d) Handrails, Safety Rails and Handloops



- (i) All handrails, safety rails and handloops shall be fabricated using a minimum of 1 1/8" 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 and baked-on polyester powder-coated.
- (e) Hardware
  - (i) All fasteners shall be socketed and tamper proof in design, and either carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel.
- (f) Poly Components
  - (i) Poly components such as 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.

### E2.2.3

#### Play Components

- (a) The play components as detailed below are to be included on the Playstructure(s) .
- (b) Samples have been included to give an indication of what was possible to fit in each area (see STR – 3, Structure Types – Layout). Alternate configurations may be used, and concrete edging and safety base adjusted accordingly
- (c) **Structure Style 1**
  - (i) four (4) platforms at different levels (minimum 3)
  - (ii) one (1) Overhead Climber fixed rung – straight or curved
  - (iii) two (2) Climbing Egresses
  - (iv) one (1) Double Slide or two (2) Single Slides, Stainless Steel preferred with north or east face orientation
  - (v) one (1) easy Access Stairs
  - (vi) one activity panel (ie steering wheel)
  - (vii) any additional item(s) to increase play value will be considered
- (d) **Structure Style 2**
  - (i) three (3) platforms at different levels (minimum)
  - (ii) one (1) Overhead Climber fixed rung – straight or curved
  - (iii) two (2) Climbing Egresses
  - (iv) one (1) Double Slide, Stainless Steel with north face orientation
  - (v) one (1) easy Access Stairs
  - (vi) one (1) activity panel (ie: steering wheel)
  - (vii) one (1) fire pole
  - (viii) any additional item(s) to increase play value will be considered
- (e) **Structure Style 3**
  - (i) four (4) platforms at different levels (minimum)
  - (ii) one (1) Overhead Climber (min)
  - (iii) three (3) Climbing Egresses
  - (iv) two (2) Slides; one shall have a feature (curved, double or wavy) at least one shall be stainless steel with north face orientation
  - (v) one (1) easy Access Stairs
  - (vi) one (1) Turning bar

(vii) any additional item(s) to increase play value will be considered

(f) Each Playstructure shall have kick plates and hand loops as required to meet the most recent Canadian Standards Association Guidelines.

#### E2.2.4 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 true to vertical.

(c) All decks shall be level.

(d) Foundations shall be in accordance with E2.6

#### E2.2.5 Basis of Measurement & Payment

(a) Structures shall be measured and paid for at the contract unit price for a complete unit.

(b) Payment for Work specified under this section shall be paid for at the unit price for the "Items of Work" listed below, which price shall include all costs of supply and installation, Site clean up shall be considered incidental to the Work.

(c) Items of Work:

(i) Playstructure Style 1

(ii) Playstructure Style 2

(iii) Playstructure Style 3

### E2.3 SWINGS

#### 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 a complete swing standards at Berkshire Park (Type 1);

(i) **Type 1** – 10ft. high, 6 seat

Three Leg Heavy Duty Swing Frame, complete with four (4) slash-proof rubber belt seats, four (2) slash-proof rubber, enclosed infant seats heavy-duty chain, swing hangers and hammerlocks.

#### E2.3.2 Materials

(a) Topbeam

(i) All topbeams shall be fabricated from 3 1/2" O.D. 7 gauge, RS40 galvanized steel pipe with a baked-on polyester powdercoating. The powder coating finish shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating prior to powdercoating. Topbeam colour to be yellow / as noted on the drawings.

(b) Legs

(i) All legs shall be fabricated from 2 3/8" O.D. 10 gauge, RS40 galvanized steel or galvanized steel pipe with a baked-on polyester powdercoating. The powder coating finish shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating prior to powdercoating. The

bottom end of the posts is to be sealed with a moisture barrier. Leg colour, where applicable to be yellow.

- (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.

#### E2.3.3 Basis of Measurement and Payment

- (a) The supply and installation of swings shall be measured and paid for at the Contract Unit Price per unit for the "Items of Work" listed below, measured as specified herein; which price shall be payment in full for supplying all materials and performing all operation herein described including concrete footings and all other items incidental to the work.
- (b) Items of Work:
  - (i) Swing set – Type 1

#### E2.4 SPRING RIDERS

- (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 Spring Toys as specified herein for Edgewood and Pulberry.
  - (i) Style A - Spring Toy: An enclosed toddler unit, composed of two (2) side panels and one (1) seat with back support. Predominate panel and body colour shall be red, yellow, blue or green.
  - (ii) Style B - Spring Toy, A non-enclosed child unit, composed of an integrated body and seat unit that may be straddled. Predominate panel and body colour shall be red, yellow, blue or green.

#### E2.4.1 Materials

- (a) Panels / Body / Seat

- (i) Both Spring Toy Styles shall be fabricated from compressed, or rotationally moulded, high-density polyethylene with U.V. stabilizers and all edges chamfered. Colours and graphics are to be moulded-in.
- (b) Spring / Mount
  - (i) The spring toys shall be mounted on a pinch-proof, coil spring assembly. The coil spring and mount shall be manufactured from a tempered alloy steel, galvanized and coated with a baked-on polyester powder coating. The powder coating finish shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating prior to powder coating.
- (c) Hardware
  - (i) All fasteners shall be tamper proof in design and requiring special tools. The hardware shall be either carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel.

#### E2.4.2 Basis of Measurement and Payment

- (a) The supply and installation of spring toys shall be measured and paid for at the Contract Unit Price per unit for the "Items of Work" listed below, measured as specified herein; which price shall be payment in full for supplying all materials and performing all operation herein described including concrete footings and all other items incidental to the work.
- (b) Items of Work-
  1. Spring Rider – Style A
  2. Spring Rider – Style B.

#### E2.5 SPRING SEE-SAW – 4 SEATER

##### E2.5.1 General

- (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 See-Saws as specified herein.

##### E2.5.2 Materials

- (a) Beam, Frame and Support Assembly
  - (i) All beams, frames and support assemblies shall be fabricated from a minimum of 3" diameter galvanized steel square or round tubing. After all fabrication activities have occurred including end cuts, drill holes, bends and weld joints, all components shall be hot dipped galvanized and baked-on polyester powdercoated. The powder coating finish shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance. Colour to be green or yellow.
- (b) Saddle Seats
  - (i) The saddle seats shall be fabricated from either cast aluminum, or compressed or rotationally moulded, high-density polyethylene with U.V. stabilizers and all edges chamfered. Colour and graphics are to be moulded in the polyethylene seats or powder-coated on the aluminum seats.
- (c) Spring / Mount
  - (i) The see-saws shall be mounted on two (2) coil spring assembly with two (2) centre pivot supports or rubber center spring assembly. The coil springs and mount shall be manufactured from a tempered alloy steel, galvanized and

coated with a baked-on polyester powder coating. The powder coating finish shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating prior to powder coating.

E2.5.3 Hardware

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

E2.5.4 Basis of Measurement and Payment

- (a) The supply and installation of spring see saws shall be measured and paid for at the Contract Unit Price per unit for the "Items of Work" listed below, measured as specified herein; which price shall be payment in full for supplying all materials and performing all operation herein described including concrete footings and all other items incidental to the work.
- (b) Items of Work-  
Spring See Saw

E2.6 Foundations

E2.6.1 General:

- (a) All playground equipment posts, bases and anchors as well as site furnishings are to be set in concrete footings or piles to ensure stability and prevent frost heaving. The current Standard Construction Specifications of the City of Winnipeg, CW 2160-R4 - Concrete to be used in Underground Works, is to be utilized in the installation of the concrete works for all below ground components.

E2.6.2 Materials:

- (a) 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 40mm, nominal
  - (iv) maximum water/cement ratio

E2.6.3 Basis of Measurement and Payment

- (a) All concrete foundation work is considered incidental to the installation of play equipment and site furnishings. There will be no separate measurement or payment

E2.7 Maintenance Kits

- E2.7.1 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.

**E3. SITE FURNISHINGS**

E3.1 Description:

- (a) This specification shall cover the supply and installation of benches at Berkshire, Pulberry & Edgewood Parks.

- (b) The Contractor shall furnish all labour materials equipment and services necessary to complete the work as shown on the drawings and specified herein.

**E3.2 Materials:**

- (a) All materials supplied under this specification shall be of a type approved the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator

**E3.3 Products:**

- (a) Bench -. 1. 8 m Tache Style Bench - Recycled Boards (cedar tone) with a back. Drawing No -SCDP - 1, in ground mount (3 support legs)

- (b) Contact:

Bill Dowbyhuz  
Supervisor of Central Repair/Manufacturing Facility  
City of Winnipeg  
Fleet Management Agency Division  
Public Works Department  
215 Tecumseh St  
Winnipeg. MB R3E 3S4  
Telephone No. (204) 986-5505  
Facsimile No. (204) 986-1248

**E3.4 Construction Methods**

- (a) All work is to be located and installed in accordance with the Drawings using approved non-rusting, vandal resistant fasteners to ensure solid, durable, finished work suitable for the purpose intended. Fasteners and assembly hardware shall be incidental to the work.
- (b) 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.
- (c) 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.
- (d) Install as per manufacturer's instructions.

**E3.5 Measurement and Payment:**

- (a) The supply and installation of all site furnishings shall be measured and paid for at the Contract Unit Price per unit for the "Items of Work" listed below, measured as specified herein, which price shall be payment in full for supplying all materials and performing all operation herein described including concrete footings and all other items incidental to the work.

- (b) Items of Work-

New bench.

**E4. SITE DEVELOPMENT**

**E4.1 EXISTING SERVICES AND UTILITIES**

**E4.1.1 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.

#### E4.2 ACCESS TO SITE

E4.2.1 Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at his own expense and approved by the Contract Administrator.

E4.2.2 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

#### E4.3 PROTECTION OF EXISTING TREE

- (a) The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing trees within the limits of the construction area:
- (i) Trees greater than 100mm diameter or trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2440 wood planks, or suitable protected as approved by the Contract Administrator. Do not use nails or other fasteners that penetrate the tree trunk. The width and length of strapping may be reduced to suit the tree being protected as approved by the Contract Administrator.
  - (ii) 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, where 1 inch diameter equals 1 foot measured from the outside edge of the trunk of the tree at 6 inches above grade. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
  - (iii) 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.
  - (iv) Repair, replace and maintain tree protection materials during construction until such time no equipment will be working in the area.
  - (v) Remove safety fencing and strapping material without harming the trees as soon as the construction and restoration Work is complete.
- (b) Obtain approval from the Contract Administrator to excavate within 2.0 metres of a tree.
- (i) Excavate in a manner to minimize damage to the tree root systems. Keep exposed roots in excavations and trenches moist or shaded. If stockpiling of excavated soil material is required, stockpile in areas away from the tree roots if possible.
  - (ii) Prune exposed roots with equipment such as trencher, chain saws, root cutters or other methods acceptable to the Contract Administrator in a manner that will leave a neat, clean root end.
- (c) Take precautions to ensure tree limbs overhanging the Work area are not damaged by construction equipment. Contact the Forestry Branch for consultation or pruning of overhanging or damaged limbs and branches and other unanticipated problems with trees during the construction of the Works.
- (d) The City of Winnipeg Naturalist Branch, also has authority for Natural stands of forested/brush/native grass areas, and may also instruct the Contractor on protective measures to protect the riverbank vegetation.

- (e) Further to the Naturalist requirements the Contractor must set up a temporary orange safety fence to define the agreed upon Work area to ensure that additional damage does not occur to adjacent vegetation. Damage to vegetation and established trees beyond the defined Work will result in additional charges based on the Forestry Branch assessment of the tree valuation.
- (f) 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 Forestry Branch. Damages must be repaired by an Individual with a Manitoba Arborist Licence or by the Forestry Branch.
- (g) Protection of existing trees, repair of trees and pruning of damaged limbs will not be measured for payment and is to be included with the Underground or Surface Works. Removal and replacement of existing trees by the Forestry Branch deemed to have died or that are dying due to damage from carelessness during construction, will be at the Contractor's cost. The Contractor will be invoiced for the cost, or have the cost deducted from any payments owing

#### E4.4 DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY

E4.4.1 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing trees, shrubs, sod, pavements, streets, roads, boulevards, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the site of the Work. For all damage incurred in the performance of the Work (either directly or indirectly), the Contractor shall either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to City of Winnipeg Contract Administrator, and the cost of which shall be borne entirely by the Contractor. The Contractor shall also indemnify and save harmless the City from all claims made directly or indirectly against it in respect to any such damage.

E4.4.2 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 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.

E4.4.3 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his/her designate.

E4.4.4 No separate measurement or payment will be made for the protection of trees.

#### E4.5 EXCAVATION AND REMOVALS



#### E4.5.1 General Description

- (a) Areas of the Site are to be excavated to the depths required to accept granular surfacing and a minimum 250mm depth of safety play stone (top of safety surfacing to be 75 mm below top of edging) below structures and 300 mm below swing sets. The areas shall be in accordance with the suggested layout shown on the attached drawings
- (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.

#### E4.5.2 Materials

- (a) Removals includes the removal of items (i.e. climbers, playstructure, swingsets, slide, spring toy, timber edging) as indicated on the Drawings and as directed by the Contract Administrator.
- (b) Excavation 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.

#### E4.5.3 Construction Methods

- (a) Excavations for play areas shall be for the areas shown and to the appropriate depths to accommodate the new safety surfacing and concrete curbing details.
- (b) Excavations of areas of existing sand base, where no new equipment will be installed but turf restoration shall be implemented, will be to a minimum of 100 mm or to the depth necessary to completely remove the sand material. Where depths exceed the requirement for seed or sod, back filling with clean soil from the site is acceptable. The work shall first be inspected and approved by the Contract Administrator.
- (c) 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.

#### E4.5.4 Method of Measurement and Basis of Payment

- (a) Removals and excavation work shall be measure and paid for at the contract unit price for the items of work listed below as indicated by the Bidder on Form B: Prices. These prices shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
- (b) Items of work
  - (i) Removal play equipment
  - (ii) Remove timber edging
  - (iii) Excavate for play area (150 mm)
  - (iv) Excavate old sand base (100 mm min)

### E4.6 CONCRETE EDGING

#### E4.6.1 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 in accordance with SCD 245.

#### E4.6.2 Materials and Method

- (a) Layout shall be as shown on the attached drawings, or as approved, 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) 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.
- (o) 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.
- (p) 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.

#### E4.6.3 Method of Measurement & Payment

- (a) Concrete Edging will be measured on a unit price basis per lineal meter, as indicated by the Bidder on Form B: Prices
- (b) The amount to be paid for shall be the total number of units installed. 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.

### E4.7 SAFETY SURFACING

#### E4.7.1 General Description

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

#### E4.7.2 Materials

- (a) Safety 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 25 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 or curbing enclosure.
  - (v) The playstructures shall be swept and wiped clean to the satisfaction of the Contract Administrator after installation of the Stone.

#### E4.7.3 Method and Measurement of Payment

- (a) Play Stone surfacing will be measured on a unit price basis per cubic meter. The amount to be paid for shall be the total number of units installed, 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.

### E4.8 UPGRADE SAND BASE UNDER EXISTING SWINGS

#### E4.8.1 Description

- (a) This specification shall apply to expansion of the existing sand surfacing under the swings at Pulberry Park. Work includes salvaging and stockpiling existing sand for reuse, excavation to a 300 mm depth to the new limits, reinstallation of existing sand and topping up with new sand material.

#### E4.8.2 Materials

##### (a) Torpedo Sand

- (i) Shall be course sand of the following Sieve breakdown:

Sieve Size	Cumulative % passing
10 mm stone	99
5 mm	88
1.25	69
315 um	11
80 um	1.75

#### E4.8.3 Construction Methods

- (a) This work shall apply to the area under the existing swing set only.
- (b) Existing swing seats shall be temporarily removed or other wise secured so as to prevent use during this operation. Swing seats shall be made operable upon completion of the work.
- (c) Existing clean torpedo sand shall be stockpiled. Contaminated material shall be removed and legally dispose of.
- (d) The area shall be excavated to a depth of 275 mm within the limits shown on drawing P 46 – B.
- (e) Salvaged Torpedo sand shall be spread over the entire area first, then new material place on top such that the combined depth of material is 300 mm with.
- (f) Do not compact the material during installation.
- (g) Installation shall be done by equipment sized to suit the Work being done and the sand shall be spread by hand as necessary in the immediate vicinity of the swing structure so as not to damage same.

#### E4.8.4 Method of Measurement and Payment

- (a) Upgrade to the sand base under swings will be measured on a lump sum basis for the work "Upgrade Sand base under Swings", 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.

### E4.9 TURF RESTORATION & REESTABLISHMENT

#### E4.9.1 Description

- (a) Work shall include the installation of soil, seed and sod, in areas as specified on each plan, to repair and re-establish turf in areas of construction damage and where permanent removals of equipment have taken place.
- (b) This Specification shall amend and supplement the City of Winnipeg Specification CW 3540-R4, CW 3510-R8 and CW 3520-R6. The Work to be done by the Contractor under this Specification shall cover all phases of supply and placement of crushed

limestone surfacing materials necessary to install a Base for existing and proposed benches

E4.9.2 Materials

- (a) Topsoil: in accordance with clause 5.2 of CW 3540.
- (b) Seed: in accordance with clause 5.3 of CW 3520
- (c) Sod: in accordance with clause 5.3 of CW 3510

E4.9.3 Materials and Construction Methods

- (a) Sod: The Contractor shall install mineral sod and a minimum 100mm compacted thickness of topsoil, in areas as indicated on the drawings, and in accordance with CW 3510-R8 and CW 3540-R4.
- (b) Seed: The Contractor shall install seed and a minimum 100mm soil and grass seed, in areas as indicated on the drawings in accordance with CW 3520-R8 and CW 3540-R4.

E4.9.4 Method and Measurement of Payment

- (a) Both Sod and Seed will be measured on a unit price basis per square metre. The amount to be paid for shall be the total number of units installed. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
- (b) Soil shall be considered incidental to the cost of the Sod or seeding operation; no separate measurement will be made.

E4.10 GRANULAR SURFACING

E4.10.1 Description

- (a) This Specification shall amend and supplement the City of Winnipeg Specification CW 3110-R7. The Work to be done by the Contractor under this Specification shall cover all phases of supply and placement of crushed limestone surfacing materials necessary to install a Base for existing and proposed benches.

E4.10.2 Materials

- (a) Granular surfacing shall consist of a 100 mm base coarse depth of 19 mm diameter crushed limestone down, with a 50 mm depth of 6 mm diameter limestone down capping.

E4.10.3 Construction Method

- (a) The Contractor shall survey and stake out locations or granular prior to the start of construction as shown on the construction drawings. Layout shall be checked and confirmed with Contract Administrator prior to construction.
- (b) All granular base coarse shall be placed and compacted to the finished thickness as specified on the drawings.
- (c) Base Coarse and Capping Course shall be compacted to a minimum of Ninety Five (95%) of Standard Proctor Density.

E4.10.4 Method and Measurement of Payment

- (a) Granular surfacing will be measured and paid for on a square metre basis for the items "Granular Surfacing".
- (b) Price shall be payment in full for supplying materials and for performing all operations.

#### E4.11 SAND BOX AND PLAY SAND

##### E4.11.1 Description

- (a) This specification shall cover the supply and installation of one (1) Painted Wooden Sandbox as well as two (2) cubic metres of playsand. The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work as shown on Drawing B.

##### E4.11.2 Materials

- (a) 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) Painted Wooden Sandbox shall be as supplied by City of Winnipeg.  
Contact:  
Jim Martin  
Foreman, Park Amenities  
City of Winnipeg  
Parks and Open Space Division  
Public Works Department  
825 Tache Ave. Winnipeg. MB R2H 2C1  
Phone No. (204) 986-3835  
Fax No. (204) 986-3841
  - (ii) Sand: 'Playbox' or Fine sand

##### E4.11.3 Method and Measurement of Payment

- (a) Sandbox shall be free of charge for supply. Pick up from Tache location and installation on-site shall be a lump sum charge for the Item "Sandbox".
- (b) Supply and installation of Playsand for sandbox will be measured and paid for on a per cubic metre basis for the Item "Sand for sandbox"
- (c) These prices 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.

#### E4.12 SITE RESTORATION

- E4.12.1 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all tools, equipment, waste, debris and surplus foundation earth to the satisfaction of the Contract Administrator. Unless otherwise specified, the Contractor shall restore all areas of the site beyond the established limit of Work, which have been disturbed by the Contractor's operations to as good as or better than the original condition to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this Work.