



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 415-2006

**ST. GERMAINE PARK AND WILLOWMEADE PARK PLAYGROUND
REDEVELOPMENTS**

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

PART B - BIDDING PROCEDURES

B1. Project Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Addenda	1
B6. Substitutes	2
B7. Bid Submission	3
B8. Bid	3
B9. Prices	4
B10. Design Drawings	4
B11. Component Description	4
B12. Qualification	4
B13. Opening of Bids and Release of Information	5
B14. Irrevocable Bid	6
B15. Withdrawal of Bids	6
B16. Evaluation of Bids	6
B17. Award of Contract	8

PART C - GENERAL CONDITIONS

C1. General Conditions	1
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PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Contract Administrator	1
D4. Contractor's Supervisor	1
D5. Notices	2
D6. Permits, Notices, License, Certificates, Laws and Rules	2

Submissions

D7. Insurance	3
D8. Subcontractor List	3
D9. Detailed Work Schedule	3

Schedule of Work

D10. Commencement	4
D11. Substantial Performance	4
D12. Total Performance	4
D13. Liquidated Damages	5
D14. Existing Services and Utilities	5
D15. Access To Site	5
D16. Damage to Existing Structures, Trees and Property	5

Control of Work

D17. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	6
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Warranty

D18. Warranty	6
Form J: Subcontractor List	7

PART E - SPECIFICATIONS

General

E1. Applicable Specifications, Standard Details and Drawings	1
E2. General Comments	1
E3. Playstructures	2
E4. Swing Set (Willowmeade Park)	4
E5. Independent Components (St. Germaine Park)	5
E6. Foundations	7
E7. Maintenance Kits	7
E8. Removals (St. Germaine Park)	7
E9. Excavation and Stockpile (St. Germaine Park)	8
E10. Excavation and Disposal	9
E11. Protective Surfacing	10
E12. Limestone Base for Picnic Table and Benches (St. Germaine Park)	11
E13. Sod and Topsoil	12
E14. Site Restoration	13

PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 ST. GERMAINE PARK AND WILLOWMEADE PARK PLAYGROUND REDEVELOPMENTS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 29, 2006.

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.

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 the Bid Submission Deadline, as may be amended by addendum.

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 B16.

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 as per B10;
- (d) Component Description as per B11.

B7.2 All components of the Bid Submission shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.

B7.3 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.

B7.3.1 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.

B7.4 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.5 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 and the corporate seal, if the company has one, should be affixed;
 - (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 and shall be witnessed except where a corporate seal has been affixed.
- 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 Bidder must complete the Approximate Quantity column for Items 3, 8, 11, 12, 15 and 16 on Form B: Prices. These quantities are dependant on the proposed design as submitted.
- 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 Prices shall include the 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 Items 4, 6, 13 and 14 and all charges governmental or otherwise paid.

B10. DESIGN DRAWINGS

- B10.1 The Bidder shall submit drawings which illustrate the proposed design and play equipment, such as plan, perspective, and any other submissions to illustrate the design intent. Additional drawings may be requested prior to award for more detailed evaluation.

B11. COMPONENT DESCRIPTION

- B11.1 The Bidder shall submit component description and / or graphic or catalogue reference outlining specifications for all of the play equipment components being proposed.

B12. QUALIFICATION

- B12.1 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);

B12.2 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.

B12.3 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.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 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.

B13.1.1 Bidders or their representatives may attend.

B13.2 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>.

B13.3 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>.

B13.4 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.

B14. IRREVOCABLE BID

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B14.2 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.

B15. WITHDRAWAL OF BIDS

- B15.1 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.
- B15.1.1 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.
- B15.1.2 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.
- B15.1.3 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 B15.1.3(b), declare the Bid withdrawn.
- B15.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B14.2 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.

B16. EVALUATION OF BIDS

- B16.1 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 B12 (pass/fail);
 - (c) Total Bid Price (20 Points) pursuant to B16.4;
 - (d) Design / Submission (80 points) pursuant to B16.5;
 - (e) economic analysis of any approved alternative pursuant to B6.
- B16.2 Further to B16.1(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.
- B16.3 Further to B16.1(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.

- B16.4 Further to B16.1(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.
- B16.4.1 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.
- B16.4.2 Further to B16.1(c) the Award Authority may reject a Bid as being non-responsive if it exceeds the budget as shown on Form B: Prices.
- B16.4.3 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.
- B16.5 Further to B16.1(d), Design / Submission shall be evaluated with a weighting of 80 points out of a total of 100 possible points. Design / Submission will be evaluated considering the Bidder's Bid Submission or in other information requiring to be submitted.
- B16.5.1 Design / Submission shall be evaluated on the following criteria:
- (a) compliance with CSA Standards (pass/fail);
 - (i) if a proposal fails, no other evaluation will occur
 - (b) design (65 points);
 - (i) variety of activities provided;
 - (ii) variety of access points onto play equipment;
 - (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 (400m);
 - (c) layout/circulation (15 points);
 - (i) efficient use of space within prescribed area and between play elements;
 - (ii) good flow and relationship between play area activities;
 - (iii) good layout / orientation on site and in relation to play area entrances;
 - (iv) situated to provide good visibility into play area;
- B16.6 This contract may be awarded as a whole (Alternative 1) or separately in sections (Alternative 2) as identified on Form B: Prices.
- B16.6.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on both alternatives, or on any one or more sections in Alternative 2.
- B16.6.2 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 section 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 of section upon which he has not bid.

B17. AWARD OF CONTRACT

- B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B17.2 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.
- B17.2.1 Without limiting the generality of B17.2, 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.
- B17.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the responsive Bid having highest points based on evaluation criteria.
- B17.4 Notwithstanding GC:4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B17.5 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) Removing and disposing existing two playstructures, log roll and existing Maple tree (includes stumping) (St. Germaine), stockpiling existing play sand, excavating for new play areas, relocating existing spring seesaw and installing the new playstructures, any other proposed equipment and new play sand, and repairing with sod and seed in accordance with the requirements attached.

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 City of Winnipeg, Public Works, Parks and Open Space Division, 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.

D4.2 The designated supervisor shall remain on Site at all times during the Work and shall be authorized by the Contractor to make legally binding decisions on behalf of the Contractor.

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 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 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.
- 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. 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.

D9. DETAILED WORK SCHEDULE

- D9.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC:4.1 for the return of the executed Contract.
- D9.2 The detailed work schedule shall consist of the following dates:
 - (a) start date;
 - (b) excavation of holes for playstructure posts;
 - (c) arrival of play structure to Site;
 - (d) concrete pouring for posts; and
 - (e) expected completion.
- D9.3 Other milestone dates appropriate to this project should also be included to make the Contract Administrator aware of them.

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 Subcontractor list specified in D8; and
 - (v) the detailed work schedule as 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 twenty-five (25) 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 thirty (30) 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 two hundred dollars (\$200) 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.

D14. EXISTING SERVICES AND UTILITIES

D14.1 No responsibility will be assumed by the City for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface; the City 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.

D15. ACCESS TO SITE

D15.1 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.

D15.2 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.

D16. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY

D16.1 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.

D16.2 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.

D16.3 The Contractor shall not stockpile materials and soil or park vehicles and equipment within 2 metres of trees.

D16.4 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.

- D16.5 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.
- D16.6 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.
- D16.6.1 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.
- D16.6.2 No separate measurement or payment will be made for the protection of trees.

CONTROL OF WORK

D17. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D17.1 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

D18. WARRANTY

- D18.1 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.
- D18.2 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.
- D18.2.1 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.

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>
S.80-A	ST. GERMAINE PARK - Existing Conditions
S.80-B	ST. GERMAINE PARK - Proposed Playground Development
W.59-A	WILLOWMEADE PARK - Existing Conditions
W.59-B	WILLOWMEADE PARK - Proposed Playground Development

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

Play Equipment

E2. GENERAL COMMENTS

- E2.1 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the drawings and specifications.
- E2.2 The Contractor shall obtain all approvals including the requisite Development Permit.
- E2.3 This specification shall cover the supply and installation of the Play Equipment specified herein for both Sites.
- E2.4 Playstructures shall be installed in the play areas as shown on the attached Drawings S.80-B and W.59-B. The Playstructures and their safety zones must fit into the proposed play areas as shown.
- E2.5 The proposed designs should not necessarily fill the entire available areas. Efficiency and good use of space will be considered in the evaluation of submissions.

E3. PLAYSTRUCTURES

E3.1 General Description

- E3.1.1 This specification shall cover the supply and installation of two or more Playstructures as specified herein. It is expected that there shall be at least one playstructure at each Site.
- E3.1.2 Playstructure(s) to be designed for children ages 2-12.
- E3.1.3 Further to B16.5.1(b)(viii) which reads “no structure with very similar components within walking distance”, the play equipment within walking distance to St. Germaine Park is located at:
- (a) Grendell Community Centre – 75 Woodlawn Ave.
 - (b) Minnetonka School – 200 Minnetonka St.
- E3.1.4 Further to B16.5.1(b)(viii) which reads “no structure with very similar components within walking distance”, the play equipment within walking distance to Willowmeade Park is located at:
- (a) Victor HL Wyatt School – 485 Meadowwood Dr.
 - (b) Ecole Julie Riel – 316 Ashworth St.
- E3.1.5 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.

E3.2 Materials

- E3.2.1 Posts / Caps
- (a) All posts shall be a minimum 5” O.D. round or 4” square tubing.
 - (b) 3.5 “ O.D. round or 3.0” 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’.
 - (c) 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.
 - (d) Top caps shall be made of steel construction and shall be factory installed and secured in place with tamper proof, self-sealing rivets. Plastic top caps will be accepted if made of solid construction (hollow plastic will not be accepted).
 - (e) 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.
- E3.2.2 Decks (if applicable)
- (a) 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’.
- E3.2.3 Clamping System
- (a) 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.

- E3.2.4 Handrails, Safety Rails and Handloops (if applicable)
- (a) 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.
 - (b) 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.
- E3.2.5 Hardware
- (a) 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.
 - (b) All necessary hardware shall be provided.
- E3.2.6 Poly Components
- (a) Poly components such as slides and hoods shall be fabricated from U.V. stabilized, rotationally molded linear low-density polyethylene.
 - (b) Poly components such as play panels shall be fabricated from compression molded solid colour, U.V. stabilized, high-density polyethylene.
- E3.2.7 Slides (if applicable)
- (a) 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 required.
- E3.2.8 Each playstructure shall have kick plates and hand loops as required to meet the most recent Canadian Standards Association Standards.

E3.3 Installation

- E3.3.1 Playstructures shall be installed as per manufacturer's specifications and in accordance with the most recent Canadian Standards Association Guidelines.
- E3.3.2 All posts and other vertical items shall be plumb and true to vertical, if so designed.
- E3.3.3 All decks shall be level, if so designed.

E3.4 Method of Measurement and Basis of Payment

- E3.4.1 Method of Measurement shall be as follows:
- (a) Playstructures will be measured on a lump sum basis for Item 4: "Supply and install playstructure(s) for 2-12 year olds. (St. Germaine)" on Form B: Prices.
 - (b) Playstructures will be measured on a lump sum basis for Item 13: "Supply and install playstructure(s) for 2-12 year olds (Willowmeade)" on Form B: Prices.
- E3.4.2 Basis of Payment shall be as follows:
- (a) Playstructures will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E4. SWING SET (WILLOWMEADE PARK)

E4.1 General Description

E4.1.1 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the specifications.

E4.1.2 This specification shall cover the supply and installation of minimum one (1) complete swing standard as specified herein:

- (a) Three Leg Heavy Duty Swing Frame, 2.1-2.4m (7ft. - 8ft.) high, 2-Bay, complete with two (2) slash-proof rubber, enclosed infant seats, and two (2) slash-proof rubber belt seat, heavy-duty chain, swing hangers and hammer locks / bolt links.

E4.2 Materials

E4.2.1 Topbeam

- (a) 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.

E4.2.2 Legs

- (a) 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.

E4.2.3 Yoke Clamps

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

E4.2.4 Swing Hangers

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

E4.2.5 Swing Chain

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

E4.2.6 Enclosed Infant (Bucket) Seats

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

E4.2.7 Belt Seats

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

E4.2.8 Hardware

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

E4.2.9 Concrete Foundations

- (a) Post shall be installed into a concrete footing the composition of which is detailed in E6

E4.3 Installation

- E4.3.1 Installation shall be in accordance with Manufacturers specifications.
- E4.3.2 Top rail is to be level and posts securing anchored in concrete.
- E4.3.3 Swing seats shall not be installed until the protective surfacing (in accordance with E11) has been installed

E4.4 Method of Measurement and Basis of Payment

E4.4.1 Method of Measurement shall be as follows:

- (a) Swing Standard will be measured on a per unit basis for Item 14: "Supply and install 2 bay (4 seat) 2.1-2.4m (7'-8') swingset (2 baby, 2 belt swings)" on Form B: Prices.

E4.4.2 Basis of Payment shall be as follows:

- (a) Swing Standard will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E5. INDEPENDENT COMPONENTS (ST. GERMAINE PARK)

E5.1 Existing Components - General Description

- E5.1.1 Existing Landscape Structure spring seesaw to be relocated on Site, as existing location not CSA-compliant and crosses into swing safety zone.
- E5.1.2 Proposed design to accommodate spring seesaw in a new location. Location as per Contractor's proposed design.
- E5.1.3 Contractor to arrange relocation of spring seesaw by Playgrounds-R-U's so as not to invalidate warranty

Contact:
Bob Lacroix
Playgrounds-R-U's
250 Transport Road
Box 7, GRP 582, R.R. #5
Winnipeg, MB. R3C 2Z2
Telephone No. (204) 632-7000
Facsimile No. (204) 632-7421

E5.2 New Components - General Description

- E5.2.1 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the specifications.
- E5.2.2 This specification shall cover the supply and installation of Independent Components as specified herein.
- E5.2.3 Independent Components shall be installed as per the proposed design, as the proposed budget will allow.

E5.2.4 Independent Components shall be installed in the available area as shown on Drawing S.80-B. The Components and their safety zones must fit into the proposed play area.

E5.2.5 The following Components are unacceptable:

- (a) Wooden structures;
- (b) Tube (enclosed) slides and crawl tubes;
- (c) Play panels with many small moving parts;
- (d) Track rides and Glide rides;
- (e) Merry-go-rounds;
- (f) Tire Swings;
- (g) Talk tubes;
- (h) Binoculars / telescopes;
- (i) Poly roofs; and
- (j) Barrel rollers.

E5.3 Materials

E5.3.1 All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all parts and materials.

E5.3.2 Fasteners

- (a) 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.

E5.3.3 Finishes

- (a) 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.

E5.3.4 Slides

- (a) If an independent slide is proposed, stainless steel is preferred (North or east orientation required). If other slides are proposed on the Site one may be plastic. If independent slide over 4' high is proposed, support posts must be minimum 5"O.D.
- (b) Tube (enclosed) slides and plastic spiral slides will not be accepted.

E5.4 Method of Measurement and Basis of Payment

E5.4.1 Method of Payment shall be as follows:

- (a) Existing Components will be measured on a lump sum basis for Item 5: "Relocate existing spring seesaw" on Form B: Prices.
- (b) New Components will be measured on a lump sum basis for Item 6: "Supply and install other new play components as budget and space will allow" on Form B: Prices.

E5.4.2 Basis of Payment shall be as follows:

- (a) Independent Components will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E6. FOUNDATIONS

E6.1 General Description

E6.1.1 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.

E6.2 Materials:

E6.2.1 The specific concrete requirements shall be:

- (a) Sulfate resistant, Type 50 Cement;
- (b) 28 day compressive strength of 30 Mpa;
- (c) maximum aggregate size of 20mm, nominal;
- (d) slump 80 +/- 20mm; and
- (e) maximum water/cement ratio 0.49.

E6.3 Installation

E6.3.1 All posts and supports shall be centered in the concrete footing such that there is a complete collar of concrete around each post and support. Where posts are not perfectly centered there should be a minimum of 2" concrete at any point around the post.

E6.3.2 All concrete footings for playstructures shall be a minimum of 3' depth, or in accordance with Manufacturer's specifications, whichever is greater.

E6.4 Method of Measurement and Basis of Payment

E6.4.1 Method of Measurement shall be as follows:

- (a) Foundations shall be incidental to the measurement of Playstructures, Swing Standard and Independent Components listed above and as shown on Form B: Prices.

E6.4.2 Basis of Payment shall be as follows:

- (a) There shall be no separate payment for foundations.

E7. MAINTENANCE KITS

E7.1.1 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.

E7.1.2 There shall be no payment for the maintenance kits

Site Development

E8. REMOVALS (ST. GERMAINE PARK)

E8.1 General Description

E8.1.1 Existing playstructures, logroll and Maple tree to be removed from St. Germaine Park and legally disposed of. 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.

E8.2 Materials

E8.2.1 Removals include the removal of items (playstructures, log roll, Maple tree) as indicated on the Drawings and as directed by the Contract Administrator. Swingsets, seats and slides may be salvaged by the City, as per direction by the Contract Administrator. Do not disturb adjacent items designated to remain in place.

E8.3 Construction Methods

E8.3.1 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.

E8.3.2 Removals include the removal of all footings and backfill as well as the Maple tree stump to 600mm (2') below grade (St. Germaine).

E8.4 Method of Measurement and Basis of Payment

E8.4.1 Method of Measurement shall be as follows:

(a) Removals will be measured on a lump sum basis for Item 1: "Remove and legally dispose existing playstructures, logroll and one tree".

E8.4.2 Basis of Payment shall be as follows:

(a) Removals will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E9. EXCAVATION AND STOCKPILE (ST. GERMAINE PARK)

E9.1 General Description

E9.1.1 Following removal of existing play equipment as per E8, existing play sand shall be excavated and sand which, as per the Contract Administrator, is able to be re-used shall be stockpiled on Site at a location approved by the Contract Administrator.

E9.1.2 Stockpile location to be restored to original condition following removal and re-use of play sand.

E9.1.3 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.

E9.2 Materials

E9.2.1 Excavate and Stockpile includes the excavation of existing play sand as indicated on the Drawings and as directed by the Contract Administrator. Work includes the excavation and stockpiling of clean and uncontaminated Site material. Do not disturb adjacent items designated to remain in place.

E9.3 Construction Methods

E9.3.1 Stockpiling of material shall be understood to mean the relocation of all suitable material on the Site in a manner acceptable to the Contract Administrator.

E9.4 Method of Measurement and Basis of Payment

E9.4.1 Method of Measurement shall be as follows:

- (a) Stockpile will be measured on a cubic metre basis for Item 2: "Excavate and stockpile existing play sand" on Form B: Prices

E9.4.2 Basis of Payment shall be as follows:

- (a) Stockpile will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E10. EXCAVATION AND DISPOSAL

E10.1 General Description

E10.1.1 Areas of the Sites are to be excavated to the depths required to accept a minimum 300mm depth of safety play sand. The areas shall be within the available areas for new play equipment as shown on Drawings S.80-B and W.59-B as well as under existing swingset and relocated spring seesaw (St. Germaine Park). Appropriate existing play sand at St. Germaine shall be stockpiled on Site and re-used once new play equipment has been installed as per the PLAY EQUIPMENT section of this specification.

- (a) Areas of the Site (St. Germaine) to be excavated for limestone bases for picnic table and benches as per E12. Payment as per E12.4.

E10.1.2 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.

E10.2 Materials

E10.2.1 Excavation and Disposal includes the removal of items surfacing materials as indicated on the Drawings and as directed by the Contract Administrator. Work includes 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.

E10.3 Construction Methods

E10.3.1 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.

E10.4 Method of Measurement and Basis of Payment

E10.4.1 Method of Measurement shall be as follows:

- (a) Excavation and Disposal will be measured on a cubic metre basis for the following Items:
 - (i) Item 3: "Excavate and legally dispose to 300mm depth for new play areas"
 - (ii) Item 12: "Excavate and legally dispose to 300mm depth for new play area"
- (b) The Bidder must indicate for Items #3 and #12 on Form B: Prices the required quantity of units, based on the submission.

E10.4.2 Basis of Payment shall be as follows:

- (a) Excavation and Disposal will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E11. PROTECTIVE SURFACING

E11.1 Description

E11.1.1 This specification shall apply to reinstallation of existing salvaged play sand (St. Germaine Park) as well as the supply and installation of new play sand at both Sites to a total depth of 300mm in each play equipment area.

E11.2 Materials

E11.2.1 Torpedo Sand shall be course sand of the following Sieve breakdown:

(a) Sieve Size	Cumulative % passing
(b) 10 mm stone	99
(c) 5 mm	88
(d) 1.25	69
(e) 315 um	11
(f) 80 um	1.75

E11.3 Construction Methods

E11.3.1 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.

E11.3.2 Existing clean torpedo sand shall be stockpiled. Contaminated material shall be removed and legally dispose of.

E11.3.3 The area shall be excavated to a depth of 300 mm within the limits shown on Drawing S.80-B.

E11.3.4 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 (St. Germaine).

E11.3.5 Do not compact the material during installation.

E11.3.6 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 play equipment so as not to damage same.

E11.4 Method of Measurement and Basis of Payment

E11.4.1 Method of Measurement shall be as follows:

- (a) Protective Surfacing will be measured on a cubic metre basis for the following Items:
 - (i) Item 7: "Re-install stockpiled play sand"
 - (ii) Item 15: "Supply and install new play sand to achieve 300m depth"
- (b) The Bidder must indicate for Items #7 and #15 on Form B: Prices the required quantity of units, based on the submission.

E11.4.2 Basis of Payment shall be as follows:

- (a) Protective Surfacing will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E12. LIMESTONE BASE FOR PICNIC TABLE AND BENCHES (ST. GERMAINE PARK)

E12.1 Description

E12.1.1 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 Bases for one (1) existing Picnic Table and two (2) existing Benches.

E12.1.2 This specification shall also cover the supply and installation of two (2) Duckbill Anchors for the existing Picnic Table. The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work as shown on Drawing S.80-B and specified herein.

E12.2 Materials

E12.2.1 New Limestone Base 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 capping.

E12.2.2 Anchors for Picnic Table shall be Duckbill Anchor Model 68-ATI as manufactured by Foresight Products. LLC Tel: 1-800-325-5360.

E12.3 Construction Method

E12.3.1 The Contractor shall layout limestone bases prior to the start of construction as shown on the construction drawings. Layout shall be checked and confirmed with Contract Administrator prior to construction.

E12.3.2 Provide 150 mm depth granular base below picnic table and bench locations as per Drawing WS.80-B. Top of granular material to be flush with sod.

E12.3.3 All granular base coarse shall be placed and compacted to the finished thickness as specified on the drawings.

E12.3.4 Base Coarse and Capping Course shall be compacted to a minimum of One Hundred percent (100%) of Standard Proctor Density.

E12.3.5 Existing Picnic Table shall be installed on new limestone base. Picnic Table shall be installed in approximate location as noted on the plan and as directed by the Contract Administrator, and shall be plumb and level.

E12.3.6 Secure Picnic Table to grade with two (2) Duckbill Anchors. Install Duckbill Anchors as per manufacturer's instructions.

E12.4 Method of Measurement and Basis of Payment

E12.4.1 Method of Measurement shall be as follows:

- (a) Limestone Base for Picnic Table and Benches will be measured on a square metre basis for Item 10: "Supply and install new 150mm depth crushed limestone base for existing benches and picnic table on Form B: Prices.
- (b) Limestone Base for Picnic Table and Benches will be measured on a per unit basis for Item 9: "Remove and reinstall existing picnic table, includes 2 Duckbill anchors"

E12.4.2 Basis of Payment shall be as follows:

- (a) Cost for excavation of these areas shall be incidental to the cost of the limestone base.
- (b) Limestone Base for Picnic Table and Benches will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E13. SOD AND TOPSOIL

E13.1 Description

E13.1.1 The Contractor shall install mineral sod and topsoil .5 metre from area of new play sand at St. Germaine Park as shown on Drawing S.80-B, .5 metre from proposed play area at Willowmeade Park, additional areas of existing play equipment at Willowmeade Park as shown on Drawing W.59-A, as well as in any additional areas requiring repair as a result of damage from the Work.

E13.1.2 The Contractor shall install mineral sod and a minimum 75mm compacted thickness of topsoil, as required, and in accordance with CW 3510-R8 and CW 3540-R4.

E13.2 Method of Measurement and Basis of Payment

E13.2.1 Method of Measurement shall be as follows:

- (a) Sod and Topsoil will be measured on Form B: Unit Prices on a unit price basis per square metre for the following Items:
 - (i) Item 11: Supply and install sod as required, includes 75mm topsoil
 - (ii) Item 16: Supply and install sod as required, includes 75mm topsoil
- (b) The Bidder must indicate for all Items on Form B: Prices the required quantity of units, based on the submission.

E13.2.2 Basis of Payment shall be as follows:

- (a) 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 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.

E14. SITE RESTORATION

- E14.1 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.