



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 47-2006**

**PLAYGROUND REDEVELOPMENT AT PACIFIC JUNCTION HERITAGE PARK**

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## **PART B - BIDDING PROCEDURES**

### **B1. PROJECT TITLE**

B1.1 PLAYGROUND REDEVELOPMENT AT PACIFIC JUNCTION HERITAGE PARK

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 14, 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.

B3.2 The Bidder is advised that the Site is to be viewed prior to submitting a Bid to familiarize the Bidder with the nature of the Work area, and Site access restrictions. Bidders shall note that existing trees are to be protected and proximity of trees to the construction area may limit the type of construction equipment utilized. The Bidder is made aware the City Naturalist and Forestry Branch will require financial compensation for trees or plant material damaged by the Contractor.

### **B4. ENQUIRIES**

B4.1 All enquiries prior to the award of Contract 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 Plans, 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 (4) 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 (plan, perspective, and other submissions to illustrate the design intent);
  - (d) Component Description and/or graphic or catalogue reference.
- B7.2 The Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B7.2.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.3 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.4 Bid Submissions shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Branch  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

## **B8. BID**

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

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

## **B9. PRICES**

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Notwithstanding GC.12.2.3(c), prices on Form B: Prices shall include the Manitoba Retail Sales Tax (MRST, also known as PST).
- 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. 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 and manufacturer's warranty of play equipment components.

## **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 B10 (pass/fail);
- (c) Bid Price (20 Points);
- (d) Innovation of Design (80 Points);
- (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), Innovation of Design shall be evaluated with a weighting of 80 points out of a total of 100 possible points. **The proposed play area should be provided within the construction limit as shown on the drawing P.8-J.** Innovation of Design will be evaluated considering the Bidder's Bid Submission or in other information requiring to be submitted.

B16.5.1 Innovation of Design shall be evaluated on the following criteria:

- (a) compliance with CSA Standards (pass/fail);
- (b) play value (maximum 50 points);
  - (i) variety of activities provided;
  - (ii) variety of access points & egress points;
  - (iii) innovation of design;
  - (iv) provides opportunities for social / interpersonal interaction and cooperative play;
  - (v) provides for fine and gross motor development;
  - (vi) fosters creative play;
  - (vii) designed for inclusive play (Universal Design principles);
  - (viii) no structure with very similar components within walking distance (400 M radius);
- (c) layout/circulation (maximum 15 points);
  - (i) efficient use of space within and between play elements;
  - (ii) good flow and relationship between play area activities;
  - (iii) good layout / orientation on site and in relation to entrances;
  - (iv) situated to provide good visibility to play area;
  - (v) slide orientation;
- (d) durability and maintenance (maximum 15 points).
  - (i) uses durable / tamper-resistant materials;
  - (ii) low maintenance finishes and connector systems;
  - (iii) ease of repair / replacement;
  - (iv) manufacturer's warranty.

## **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 timber edging, and playsand ;
  - (b) Installing the new playstructure(s), and any other proposed play equipment;
  - (c) Supplying and installing playstone, concrete curbing, and repairing sod in accordance with the requirements attached.

#### **D3. CONTRACT ADMINISTRATOR**

- D3.1 The Contract Administrator is:
- Stefan Fediuk  
Landscape Architect  
City Of Winnipeg  
Parks, Riverbanks and Community Initiatives Branch  
Planning and Land Use Division  
Planning, Property and Development Department  
15-30 Fort St.  
Winnipeg. MB R3C 4X5
- Telephone No. (204) 986 5597  
Facsimile No. (204) 986 7524
- At the pre-construction meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and the Public Works Department 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. The Contractor's supervisor shall have the authority to make binding on-site decisions for the Contractor. The Contractor shall not change supervisors during the construction phase without written consent from the Contract Administrator.

## **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 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. SUBCONTRACTOR LIST**

D7.1 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**

#### **D8. COMMENCEMENT**

D8.1 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.

D8.2 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 Subcontractor list specified in D7.
  - (v) the Work Schedule showing completion dates for major stages of the Project such as arrival of play structure, completion of foundations, concrete work etc.
- (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.
- (c) the Contractor may order the required items such as play equipment which needs more than 2 weeks for delivery, before commencement of Work to save on delivery time.

D8.3 The Contractor shall commence the Work on the Site by May 31, 2006.

#### **D9. SUBSTANTIAL PERFORMANCE**

D9.1 The Contractor shall achieve Substantial Performance within Fifteen (15) consecutive Working Days of the commencement of the Work as specified in D8.

D9.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D9.3 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.

## **D10. TOTAL PERFORMANCE**

- D10.1 The Contractor shall achieve Total Performance within Twenty (20) consecutive Working Days of the commencement of the Work as specified in D8.
- D10.2 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.
- D10.3 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.

## **D11. LIQUIDATED DAMAGES**

- D11.1 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 a maximum of five hundred dollars (\$500) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.
- D11.2 The amount specified for liquidated damages in D11.1 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.
- D11.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **CONTROL OF WORK**

### **D12. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D12.1 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**

### **D13. WARRANTY**

- D13.1 Notwithstanding GC:13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) years 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.
- D13.2 Notwithstanding GC:13.2 or D13.1, 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:
- D13.2.1 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.



**D14. SITE ACCESS**

- D14.1 Access to the each Site will be determined at the pre-construction meeting. This access area shall be provided and maintained by the Contractor at his own expense and approved by the Contract Administrator.
- D14.2 The Contractor shall be restricted to the Site access location and route only so that there is a minimum of disturbance to the existing ground surface. Damage to areas beyond the marked route shall be repaired by and at the expense of the Contractor to the satisfaction of the Contract Administrator.

**D15. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES**

- D15.1 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.
- D15.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.
- D15.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.
- D15.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.
- D15.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.
- D15.6 The Contractor and Sub-contractors must be fully aware of all Work involving hazardous materials. All Work must be performed in compliance with the Manitoba Department of Labour Workplace Health and Safety Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification to the Contract Administrator of his/her encountering of suspected hazardous material during their course of Work.

**D16. DAMAGE TO EXISTING STRUCTURES AND PROPERTY AND SERVICES AND UTILITIES**

- D16.1 Further to GC: 17, 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 thereto in the performance of the Work, the Contractor shall upon instructions from and to the satisfaction of the Contract Administrator and the owners thereof, either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to, the Contract Administrator and the owners thereof. 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'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. The Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress is maintained to private properties while he is working near them. Any damage caused by the negligence of the Contractor or his Sub-contractors to the adjacent Works or properties, shall be promptly repaired by him at his own expense, to the satisfaction of the Contract administrator.
- D16.3 Existing Services and Utilities
- 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.

#### **D17. PROTECTION OF EXISTING TREES**

- D17.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing trees within the limits of the construction area:
- (a) Trees greater than 100 mm diameter or trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2440 mm wood planks, or other suitable protection 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.
  - (b) 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) 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.
  - (c) Equipment shall not be operated within the drip line without written permission from the Contract Administrator. 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 entire ground surface located directly beneath the tree and radiating out to 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.
  - (d) Repair, replace and maintain tree protection materials during construction until the Project completion.
  - (e) Carefully remove safety fencing and strapping material without harming the trees as soon as the construction and restoration Work is complete.
- D17.2 Obtain approval from the Contract Administrator to excavate within 2.0 M of a tree.
- D17.3 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.
- D17.4 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.
- D17.5 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.
- D17.6 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.
- D17.7 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.
- D17.8 All damage or pruning required 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.

- D17.9 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

**D18. TEMPORARY UTILITIES**

- D18.1 Further to GC: 6.12, the Contractor shall make his own arrangements in connection with the temporary use of lighting, power, gas, sewer, water or other utilities, and pay all costs in connection therewith.
- D18.2 All necessary permits, fees and other like expenses as well as the cost of temporary connections to existing facilities shall be arranged and paid for by the Contractor.



## 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>
P.8-J	Playground Redevelopment at Pacific Junction Heritage Park-Existing Play Area
P.8-K	Playground Redevelopment at Pacific Junction Heritage Park-Proposed Development
SCDP-2	Concrete Playsurface Edging Detail

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

#### E2. EXCAVATION AND REMOVALS

- E2.1 General Description
- E2.1.1 Excavation and removals includes the removal of items like existing play sand and existing timber edging as indicated on the Drawings and as directed by the Contract Administrator. Work includes the stockpiling of suitable Site material, and the satisfactory disposal of unsuitable Site material such as clays susceptible to frost-heaving, silts, rock rubble rubbish and any surplus suitable Site material. Do not disturb adjacent items designated to remain in place.
- E2.2 Excavation
- E2.2.1 Area(s) of the site are to be excavated to the depths required to accept granular surfacing and a minimum 300mm depth of safety play stone (top of safety surfacing to be 75 mm below top of edging). The area(s) shall be within construction limit area for new play equipment as shown on Drawing P.8-K, in accordance with Concrete Edging Detail on Drawing SCDP-2.
- E2.3 Removals
- E2.3.1 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.
- E2.4 Construction Methods
- E2.4.1 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.
- E2.5 Method of Measurement and Basis of Payment

- E2.5.1 Excavation and removals will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, measured as specified herein. No payment will be made for material removed outside the limits of excavation. Contractor shall submit a copy of the weigh bill for excavated material to the Contract Administrator.
- E2.5.2 Items of work included in Excavation and Removals are the following:
- (a) Remove and legally dispose existing timber edging
  - (b) Excavate and dispose existing play sand.

### **E3. CONCRETE EDGING**

#### **E3.1 General Description**

- E3.1.1 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the drawings and specifications.
- E3.1.2 This specification shall cover the supply and installation of Concrete Edging to contain the safety surfacing for the playground area.

#### **E3.2 Materials and Method**

- (a) Layout shall be 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/cum
  - (iv) Maximum Water Cement Ratio: 0.45
  - (v) Class of Exposure: C-2
  - (vi) Maximum Slump: 90mm +/- 20mm
  - (vii) Air Entrainment: 5 to 8%
  - (viii) Flyash Content: Max. 15% of Cementitious Material
- (c) Fine aggregate shall consist of natural sand or manufactured sand and shall conform to all requirements of CAN3.A23.1.
- (d) Course aggregate shall consist of hard, strong, uncoated durable particles of crushed stone, gravel or approved combination thereof and shall be free from an excess of thin, elongated or soft pieces, frozen lumps, organic matter or other deleterious matter, and shall conform with all the requirements of CAN3.A23.1. Maximum size of aggregate shall be 20mm.
- (e) Water for concrete shall be clean and free from injurious amounts of oil, acid, alkali, salts, silt, organic matter or other deleterious matter. The quality of the water shall be equal to or better than that of potable water.
- (f) A non-detergent type of air-entraining admixture, supplied in liquid form, shall be metered into the mix. The total air in the placed concrete shall be 5% - 8%.
- (g) Reinforcing steel shall be grade 300 deformed bars or as noted on the drawings. Detailing of reinforcing steel shall be in accordance with ACI 315. All bars, which require bending, shall be bent in shops.
- (h) All reinforcing steel shall be straight, clean and free from paint, oil, mill scale, excess rust and any injurious defects, which may affect its strength or bond.
- (i) Ends of reinforcing steel intended for bonding that are to be left exposed for some time shall be protected from injury, oils or moisture.

- (j) Curing compound shall be Sternson Ritcure or approved equal.
- (k) Bonding agent shall be Sternson ST 431 Epoxy Bonding Agent.
- (l) Form coating shall be Sternson's Formseal or approved equal.
- (m) The City of Winnipeg may engage a fully qualified Inspecting Engineer and Testing Laboratory to:
  - (i) Inspect the pile excavations to determine that they have been augured to the specified depth, are of the specified size, are clean and level, and meet the design criteria.
  - (ii) Take test cylinders during concrete placing and carry out compression tests to determine whether concrete produced complies with these specifications.
  - (iii) Take compaction tests of compacted granular sub-base and sub-grade material.
  - (iv) Submit reports to the Contract Administrator of all materials, concrete, and caisson tests and inspections.
  - (v) Three concrete test cylinders to be taken for pile cast. One cylinder from each group shall be tested at 7 days, one at 14 days, and the remainder at 28 days. Sampling and testing procedures shall be according to CAN3-A23.1 latest edition.
- (n) Concrete shall be installed as per Drawing W39-B.
- (o) Finished elevations shall ensure that all concrete is smooth and level. Turf shall be repaired as required around edging in accordance with City of Winnipeg Standard Specifications for Topsoil and Seeding.
- (p) The layout of the concrete edging shall be coordinated with the installation of the play equipment to ensure that the proper safety zones are created around the equipment.
- (q) The Contractor shall set the elevation of the top of the concrete edge, which shall be inspected and approved by the Contract Administrator prior to concrete installation.

### E3.3 Method and Measurement of Payment

#### E3.3.1 Measurement

- (a) Concrete Edging will be measured on a unit price basis per linear metre.
- (b) The Bidder must indicate for Item # 3 on Form B: Prices the required quantity of units, dependent on the submission.

#### E3.3.2 Payment

- (a) Concrete Edging will be paid for at the Contract Unit Prices for Supply and Install new Concrete Edging. The amount to be paid for shall be the total number of units, as indicated by the Bidder on Form B; Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator. Contractor shall submit a copy of weigh bill for concrete to Contract Administrator.

## E4. PLAY STONE

### E4.1 Description

- E4.1.1 This specification shall cover the supply and installation of Safety Stone Surfacing within the play structure/swing areas.

### E4.2 Materials

E4.2.1 Safety Stone shall be 6.0mm to 9mm Playground Stone, composition shall be Birds Hill glacial till material, 100% clean washed granite and shall comply with the following sieve gradation.

100%	Passing	10mm	sieve
15%	Passing	5mm	sieve
10%	Passing	2.5mm	sieve
4%	Passing	1.25mm	sieve
1%	Passing	0.80mm	sieve

E4.3 Construction Method

- (a) Safety Stone shall be installed within all the play areas, as defined by the concrete edging, to a minimum depth of 250mm and depths over 300mm will not be paid.
- (b) The installation of the Safety Stone shall be done immediately after the playstructure has been installed.
- (c) Installation shall be done by equipment sized to suit the Work being done and the Stone shall be spread by hand as necessary in the immediate vicinity of the playstructures so as not to damage same. The playstructures shall be swept clean to the satisfaction of the Contract Administrator after installation of the Stone.

E4.4 Method and Measurement of Payment

E4.4.1 Measurement

- (a) Play Stone surfacing will be measured on a unit price basis per cubic metre.
- (b) The Bidder must indicate for Item #12 on Form B: Prices the required quantity of units, dependent on the submission.

E4.4.2 Payment

- (a) Play Stone surfacing will be paid for at the Contract Unit Prices for Supply and Install 6mm Playstone. The amount to be paid for shall be the total number of units, as indicated by the Bidder on Form B; Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator. Contractor should submit a copy of weigh bill for play stone to Contract Administrator.

## E5. PLAY EQUIPMENT

E5.1 General Conditions

E5.1.1 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the drawings and specifications.

E5.1.2 This specification shall cover the supply and installation of the Play Equipment specified herein.

E5.1.3 The Bidder is asked to propose appropriate play equipment based on the criteria outlined below. All play equipment shall be arranged to fit within the space outlined in Drawing P.8-J. In accordance with B16.5.1 the Bidder is reminded that good use of space and relationships between elements will be evaluated.

E5.1.4 All equipment shall be CSA approve w/ IPMA.

E5.2 Playstructure(s)



### E5.2.1 General Description

- (a) This specification shall cover the supply and installation of one or more Playstructure(s) as specified herein
- (b) Playstructure(s) to be designed for children ages 2-5.
- (c) The proposed design should have different play components than the adjacent Pacific Junction School Playstructure.
- (d) Playstructure(s) shall be installed within the construction limit as shown on the attached Drawing P.8-J .The Playstructure(s) and their safety zones must fit within the construction limit area as shown on Drawing P.8-J.The proposed layout should accommodate existing swing set location with its safety margins.
- (e) 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.

### E5.2.2 Materials

- (a) Posts / Caps
  - (i) All posts shall be a minimum 3.5" O.D. round or 3.0" square tubing or 'X' shape
  - (ii) All posts shall be fabricated from either aluminium (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.
  - (iii) 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.
  - (iv) If painted colour is a feature of posts and top caps, it shall be a baked-on polyester powder coating. The powder coating finish shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance.
- (b) Decks
  - (i) All decks shall be manufactured from vinyl-coated perforated steel or a steel core composite. Deck heights may vary to a maximum height of 4'.
- (c) Clamping System
  - (i) All deck, rail and play component clamping systems shall be fabricated from zinc plated, galvanized steel, stainless steel or aluminium. 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 15/16" (24mm) O.D. with 120" wall thickness steel tubing. After all fabrication activities have occurred including end cuts, drill holes, bends and weld joints, all components shall be hot dipped galvanized.
  - (ii) Smooth all cut edges and weld joints prior to hot dip galvanizing and ensure that all tubing is free from burrs, cracks, defects and other imperfections.
- (e) Hardware
  - (i) All fasteners shall be socketed and tamper proof in design, and either carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel.
  - (ii) All necessary hardware shall be provided.
- (f) Poly Components
  - (i) Poly components such as slides and hoods shall be fabricated from U.V. stabilized, rotationally moulded linear low-density polyethylene.

- (ii) Poly components such as play panels shall be fabricated from compression moulded solid colour, U.V. stabilized, high-density polyethylene.

(g) Slides

- (i) Stainless steel is preferred for slide beds, although a plastic slide may be used if there is a stainless steel slide also on the Site. North or east orientation mandatory.

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

E5.2.3 Installation

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

E5.3 Independent Components

E5.3.1 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 Independent Components as specified herein.
- (c) Independent Components shall be installed as per the proposed design, as the proposed budget will allow.

E5.3.2 Materials

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

E5.3.3 Components which are unacceptable are the following:

- (a) Wooden structures or components;
- (b) Enclosed tube slides and crawl tubes;
- (c) Plastic spiral slides;
- (d) Play panels or independent elements with many small moving parts;
- (e) Track rides and Glide rides;
- (f) Lexon or plastic windows;

- (g) Barrels or Log rolls.

#### E5.4 Foundations

##### E5.4.1 General Description

- (a) All playground equipment posts, bases and anchors are to be set in concrete footings or piles to ensure stability and prevent frost heaving. The current Standard Construction Specifications of the City of Winnipeg, CW 2160-R4 - Concrete to be used in Underground Works, is to be utilized in the installation of the concrete works for all below ground components.
- (b) All posts and supports shall be centred in the concrete footing such that there is a complete collar of concrete around each post and support. Where posts are not perfectly centred there should be a minimum of 2" concrete at any point around the post.
- (c) All concrete footings for playstructures shall be a minimum of 3' depth, or in accordance with Manufacturer's specifications, whichever is greater.
- (d) The specific concrete requirements shall be:
  - (i) Sulfate resistant, Type 50 Cement
  - (ii) 28 day compressive strength of 30 Mpa
  - (iii) Maximum aggregate size of 20mm, nominal
  - (iv) Slump 80mm +/- 20mm
  - (v) Maximum water/cement ratio 0.49

##### E5.4.2 Method of Measurement and Basis of Payment

- (a) Foundations shall be considered incidental to and payment to be included with the prices for supply and installation of play structure, swings, and other play equipment components.

#### E5.5 Maintenance Kits

- E5.5.1 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.

#### **E6. TOPSOIL AND SODDING**

- E6.1 Topsoil and finish grading and Sodding shall be done in accordance with City of Winnipeg's Standard Construction Specification CW3540-R4 Topsoil and Finish Grading for establishment of Turf areas and 3510 -R8 Sodding for areas larger than 300mmm in width.

- E6.1.1 Clause 9.8 - Maintenance of sodded area is changed from 30 days to 60 days.

#### **E7. SEEDING AND TOPSOIL**

##### E7.1 General Description

- (a) The Contractor shall install seed and a minimum 100mm compacted thickness of topsoil, as required, for areas less than 300mm width and in accordance with CW 3510-R8 and CW 3540-R4.

##### E7.2 Method and Measurement of Payment

##### E7.2.1 Measurement

- (a) Seed and Topsoil will be measured on a unit price basis per square metre.

**E7.2.2 Payment**

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

**E8. SITE RESTORATION**

- E8.1 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all plant, 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 of the site and to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this Work.