



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 557-2006

JOHN SHALEY PLAYGROUND REDEVELOPMENT

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PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 JOHN SHALEY PLAYGROUND REDEVELOPMENT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, November 7, 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 prior to submitting a Bid, the Site is to be viewed 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 the 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 four (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 (Refer to B10);
 - (d) Component Description (Refer to 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.
- (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 Bidder must complete the Approximate Quantity column for Items 10a, 10b, 10c, 10d and 10e.

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.

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.

B11. COMPONENT DESCRIPTION

B11.1 The Bidder should submit component description and / or graphic or catalogue references 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) Total Bid Price (20 Points) pursuant to B16.4;
 - (d) Design (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 will 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 points. As such, the lowest Bidder shall receive the full 10 points, and the second lowest Bidder and subsequent Bidders shall be pro-rated accordingly. The Bidder using highest percentage of the Total Bid Price for the play equipment (Item no. 10a) shall receive 10 points, and other Bidders shall be pro-rated accordingly.
- B16.5 Further to B16.1(d), Design shall be evaluated with a weighting of 80 points out of a total of 100 points. **The proposed play area should be provided within the area as shown on the drawing J-19.B.** The Design will be evaluated considering the Bidder's Bid Submission.
- B16.5.1 The Design shall be evaluated on the following criteria:
- (a) compliance with CSA Standards (pass/fail);
 - (b) play value (maximum 40 points);
 - (i) variety of activities provided;
 - (ii) variety of access points & egress points;
 - (iii) provides opportunities for social / interpersonal interaction and cooperative play;
 - (iv) provides for fine and gross motor and sensory development;
 - (v) fosters creative play;
 - (vi) uniqueness of components as compared to similar playgrounds components within walking distance (400 M radius) of the park.
 - (c) designed for inclusive play using Universal Design principles (maximum 15 points)
 - (i) provide minimum 20% of elevated play components to be wheel chair accessible and well-integrated with other play;**
 - (ii) layout of the play area for integration of the wheel chair accessible components to promote inclusive play;**
 - (iii) at least two different types of ground level play components to be on a wheel chair accessible route.**
 - (d) layout/circulation (maximum 15 points);
 - (i) efficient use of space within and between play elements;
 - (ii) flow and relationship between play area activities.;
 - (iii) layout / orientation of components on site and in relation to park entrances;
 - (iv) orientation to provide good visibility to play area from the adjacent road;
 - (v) slide orientation;
 - (e) durability (maximum 10 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 Bidder is to provide a proposal for redevelopment of the site to accommodate a new accessible play area. In the process, the Bidder shall undertake, at a minimum, the following (D2.2) and as further itemized on J.19-B. The Bidder is reminded of Evaluation Criteria and that efficient use of space is one of the evaluation categories.
- D2.2 The Work to be done under the Contract shall consist of:
- (a) Removal of play sand, timber edging, asphalt and granular pathways, and swing set;
 - (b) Supply and install new play equipment;
 - (c) Supply and install concrete edging and playstone;
 - (d) Supply and install compacted granular pathways and base for site furniture;
 - (e) Supply and install site furniture;
 - (f) Supply and install shrubs and;
 - (g) Sodding/seeding.

D3. CONTRACT ADMINISTRATOR

- D3.1 The Contract Administrator is:
- Donna Beaton
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) 986-7436
Facsimile No. (204) 986-7524

D3.2 At the pre-construction meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and 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 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 Contract Administrator 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.

D8. DETAILED WORK SCHEDULE

D8.1 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 D9.3.

D8.2 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;
- (e) concrete formwork for edging;
- (f) concrete pouring for edging;
- (g) planting;
- (h) expected completion.

D8.3 Other milestone dates appropriate to this project should also be included to make the Contract Administrator aware of them.

SCHEDULE OF WORK

D9. COMMENCEMENT

D9.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.

D9.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:

- (i) evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
 - (ii) evidence of the workers compensation coverage specified in GC:6.14;
 - (iii) evidence of the insurance specified in D6;
 - (iv) the Subcontractor list specified in D7;
 - (v) the detailed work schedule specified in D8.
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
 - (c) the Contractor shall schedule the ordering of equipment (such as play equipment) to ensure all required items are delivered in time to comply with the commencement date.

D9.3 The Contractor shall not commence the Work on the Site before May 31,2007.

D10. SUBSTANTIAL PERFORMANCE

D10.1 The Contractor shall achieve Substantial Performance within Fifteen (15) consecutive Working Days of the commencement of the Work as specified in D9.

D10.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.

D10.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D11. TOTAL PERFORMANCE

D11.1 The Contractor shall achieve Total Performance within Twenty (20) consecutive Working Days of the commencement of the Work as specified in D9.

D11.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D11.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D12. LIQUIDATED DAMAGES

D12.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City a maximum of 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.

- D12.2 The amount specified for liquidated damages in D12.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D13. JOB MEETINGS

- D13.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D13.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

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

- D14.1 Further to GC:6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

WARRANTY

D15. WARRANTY

- D15.1 Notwithstanding GC:13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) 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.
- D15.2 Notwithstanding GC:13.2 or D15.1, 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:
- D15.2.1 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.

D16. SITE ACCESS

- D16.1 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.
- D16.2 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.

D17. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES

- D17.1 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.
- D17.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.
- D17.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.
- D17.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.
- D17.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.
- D17.6 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.

D18. DAMAGE TO EXISTING STRUCTURES, PROPERTY, SERVICES AND UTILITIES

- D18.1 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.
- D18.2 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 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.
- D18.3 Existing Services and Utilities
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.

D19. PROTECTION OF EXISTING TREES

- D19.1 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.
- D19.2 Obtain approval from the Contract Administrator to excavate within 2.0 M of a tree.
- D19.3 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.
- D19.4 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.
- D19.5 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.
- D19.6 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.
- D19.7 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.
- D19.8 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.
- D19.9 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.

D20. TEMPORARY UTILITIES

- D20.1 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.
- D20.2 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>
J.19-A	JOHN SHALEY PLAYGROUND (Sinclair C.C.) - Existing Conditions and Demolition
J.19-B	JOHN SHALEY PLAYGROUND (Sinclair C.C.) - Proposed Development
SCD-119	WASTE RECEPTACLE METAL SLAT TYPE
SCD-120A	TACHE BENCH COMPOSITE
SCD-130a	WHEELCHAIR METAL FRAME PICNIC TABLE
SCD-501	PREPARATION OF SHRUB BED
SCD-624B	PARK PATH-CRUSHED LIMESTONE
SCD-643	CONCRETE PLAYSURFACE EDGING DETAIL
SCD-644	GRAVEL BASE FOR PICNIC TABLE AND BENCH

E2. REMOVALS AND SALVAGE

- E2.1 Description
- E2.1.1 This specification covers the removal of existing play sand, timber edging, gravel and asphalt pathways, and removal and salvage of swing sets as indicated on the Drawings and as directed by the Contract Administrator.
- E2.2 Construction Methods
- E2.2.1 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.
- E2.2.2 Removals include the removal of items such as play sand, timber edging, gravel and asphalt pathways, and swingset structures as indicated on the Drawings and as directed by the Contract Administrator. Swingset seats and chains are to be salvaged. Do not disturb adjacent items designated to remain in place.
- E2.2.3 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.
- E2.2.4 Removals include the removal of all footings and backfill.
- E2.2.5 The existing asphalt pavement at the limits of the designated area of removal shall be saw cut for the full depth of the pavement prior to the demolition and removal operations. All

costs in connection with saw cutting are incidental and shall be included in the unit price for 'Remove existing pathway'.

E2.3 Method of Measurement and Basis of Payment

E2.3.1 Method of Measurement shall be as follows:

- (a) Play sand removal shall be measured on a cubic metre basis on Form B: Prices for
 - (i) Item No. 1 - Remove existing play sand (200 mm depth);
- (b) Timber edging removal shall be measured on a linear metre basis on Form B: Prices for
 - (i) Item No. 2 - Remove existing timber edging;
- (c) Pathway removal shall be measured on a square metre basis on Form B: Prices for
 - (i) Item No. 3 - Remove existing pathway.

E2.3.2 Removals and salvage 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. No payment will be made for material removed outside the limits of construction.

E3. GRAVEL SURFACING

E3.1 Description

E3.1.1 This Specification shall amend and supplement the City of Winnipeg Specification "Gravel Surfacing" CW 3150-R4. The Work to be done by the Contractor under this Specification shall cover all phases of supply and placement of crushed limestone surfacing materials necessary to install a gravel pathway on the east side, a gravel pathway through the site with fixed entrance and exit location including required excavation.

E3.2 Materials

E3.2.1 New Limestone Pathways shall be as per SCD-624B.

E3.3 Construction Method

- (a) The Contractor shall survey and stake out pathway prior to the start of construction as shown on the construction drawings. Layout and grades of pathway shall be checked and confirmed with Contract Administrator prior to construction;
- (b) All granular base coarse shall be placed and compacted to the finished thickness as specified on the SCD-624B.
- (c) Base Coarse and Capping Course shall be compacted to a minimum of one hundred percent (100%) of Standard Proctor Density.
- (d) The finished level of the Gravel surfacing shall be flush to any ramps for the playstructure.

E3.4 Method of Measurement and Basis of Payment

E3.4.1 Gravel Pathway will be measured on a square metre basis on Form B: Prices for:

- (a) Item No. 4 - New 1.8m wide gravel pathway on East side including required excavation.
- (b) Item No. 10e-New 1.8m gravel pathway including required excavation.
- (c) Depending on the proposed design, the Bidder must indicate the required quantity of units for Item 10e on Form B: Prices.

E3.4.2 Gravel Pathway will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated by the Bidder on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator. Contractor should submit a copy of weigh bill for gravel to Contract Administrator.

E4. SUPPLY AND INSTALLATION OF SITE FURNITURE

E4.1 This Specification will cover the supply and installation of benches, picnic tables, waste receptacles, and associated granular bases and anchors as indicated on the Drawings. The Bidder is made aware the quantity and type of Site furnishing may vary depending on budgetary constraints.

E4.2 Materials.

(a) Benches, Picnic Tables and Waste Receptacles to be supplied by the City:

Contact:

Aaron Lennon

Supervisor of Central repair/Manufacturing Facility

City of Winnipeg

Telephone No.: (204) 986-5505

- (i) Benches: Tache style composite bench, Drawing No. SCD-120A, Product No. 52501067 (6');
 - (ii) Picnic Table: Tache style metal frame picnic table, wheel chair accessible, Drawing No. SCD-130a, Product No. 52501108;
 - (iii) Waste Receptacle: Metal slat type Waste Receptacle, Drawing No. SCD-119, Product No. 52501062;
- (b) Anchors for picnic tables shall be Duckbill Anchor Model 68-ATI as manufactured by Foresight Products, LLC; Tel No: 1-800-325 5360 or 1-303-286-8955, Fax No. 1-303-287-3866;
- (c) Gravel base for picnic table and benches shall be in accordance with E3. Refer to SCD-644.

E4.3 Construction Methods

- (a) All work is to be located and installed in accordance with the Drawings using approved non-rusting, vandal resistant fasteners to ensure solid, durable, finished work suitable for the purpose intended. Fasteners and assembly hardware shall be incidental to the Work;
- (b) All furnishings and fixtures to be installed plumb and true to correct elevations and location, as directed the Contract Administrator. The Contractor shall confirm proposed locations of all site furnishings with Contract Administrator prior to installation;
- (c) All furnishings and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering is prohibited;
- (d) Install as per manufacturer's instructions and the attached drawings;
- (e) Picnic tables and benches located in sod-area shall be installed on gravel pad, as specified in SCD-644.
- (f) Secure picnic table to grade with two duckbill anchors (on opposite legs) per picnic table.

E4.4 Quality Control

- (a) All workmanship and all materials furnished and supplied under this Specification are subject to close and systematic inspection and testing by the Contract Administrator including all operations, from the selection and production of materials, through to final

acceptance of the work. The Contractor shall be wholly responsible for the control of all operations incidental thereto notwithstanding any inspection of approval that may have been previously given. The Contract Administrator reserves the right to reject any materials or works that are not in accordance with the requirements of these Specifications.

E4.5 Method of Measurement and Basis of Payment

E4.5.1 Site Furnishings will be measured on a per unit basis on Form B: Prices for the following Items:

- (i) Item No. 5 - Tache style composite bench;
- (ii) Item No. 6 - Metal slat type waste receptacle;
- (iii) Item No. 7 - Wheelchair accessible metal frame picnic table.

E4.5.2 Gravel base shall be considered incidental to the cost of the Tache style composite bench and picnic table, including Duckbill Anchors.

E4.5.3 Site Furnishings will be paid for at the Contract Unit Prices as indicated on Form B: Prices. The amount to be paid for shall be the total number of units 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. SHRUB BED AND PLANT MATERIAL

E5.1 Description

- (a) This specification shall cover the supply and installation of nursery shrubs and shrub bed installation, including topsoil and woodchip mulch.
- (b) The City reserves the right to reduce the quantity of shrubs and shrub beds installed in order to meet the budgetary constraints.

E5.2 Materials

(a) Nursery stock

- (i) All nursery stock supplied shall be Canadian prairie nursery grown, of the species and sizes indicated on the drawings. Quality shall be in accordance with the latest "Guide Specification for Nursery Stock of the Canadian Nursery Trades Association".
- (ii) Any nursery stock dug from native stands, wood lots, orchards or neglected nurseries and which have not received proper cultural maintenance as advocated by the Canadian Nursery Trades Association, shall be designated as "collected plants". The use of "collected plants" will not be permitted unless approved by the Contract Administrator.
- (iii) The Contract Administrator reserves the right to inspect the plant material at their original source, and to instruct the supplier on root and branch pruning requirements.
- (iv) Nomenclature of specified nursery stock shall conform to the International Code of Nomenclature for Cultivated Plants and shall be in accordance with the approved scientific names given in the latest edition of standardized Plant Names. The names of varieties not names therein are generally in conformity with the names accepted in the nursery trades.
- (v) Plants larger than specified may be used if approved by the Contract Administrator. The use of such plants shall not increase the Contract price.

- (vi) All nursery stock shall be measured when the branches are in their normal position. Height and spread dimensions specified refer to the main body of the plant and not from branch tip.
- (vii) All nursery stock shall be well branched, true to type, structurally sound, possess a well developed, undamaged root system and shall be free of disease, insect infestations, rodent damage, sunscald, frost cracks and other abrasion or scare to the bark. All parts of the nursery stock shall be moist and show live, green cambium when cut.
- (viii) At least one plant of each variety supplied shall bear a tag showing both the botanical and common name of the plant.
- (ix) Protection of Stock
 - (i) All nursery stock shall be well protected from damage and drying out from the time of digging until the time of planting on site. All roots shall be cleanly cut; split roots are not acceptable.
 - (ii) Nursery stock shall be transplanted with care to prevent damage. Branches shall be carefully tied in such a manner so as not to break or damage trunks. Points of contact with equipment shall be padded. All nursery stock, which cannot be planted immediately upon arrival at the site, shall be well protected to prevent drying out and shall be kept moist until commencement of planting.
- (b) Shrub bed preparation
 - (i) Backfill mix shall be screened garden soil mixture of two parts black loam topsoil, one part milled peat moss and one part sharp sand.
 - (ii) Wood Chip Mulch

Mulch shall be a clean bark or wood chip mulch with chips not less than 15 mm nor larger than 75 mm in size and not less than 15 mm thick. Mulch shall be free of leaves, branches and other extraneous matter.

E5.3 Construction Methods

- (a) General
 - (i) Shrub beds shall be excavated to the required depth and refilled with topsoil and woodchip mulch, as per SCD-501A.
- (b) Installation
 - (i) Planting shall be done during periods suitable to weather conditions and locally accepted practice. All nursery stock shall be set plumb in the centre of pits and at levels as shown on the planting details after settlement has taken place.
 - (ii) Nursery stock shall be faced to give the best appearance or relationship to adjacent structures and to the approval of the Contract Administrator.
 - (iii) Install woodchips as per SCD 501A
- (c) Guarantee of Nursery Stock
 - (i) The Contractor shall agree and guarantee to replace and replant any nursery stock found dead and/or in poor condition within two years from the date of the Certificate of Total Performance, at his cost. "Poor condition" shall be interpreted as meaning nursery stock on which branches are dying, or have not shown satisfactory growth of leaves. All replacements plants shall be installed within from the date of notification from the City, unless the City extends the time period, as a result of seasonal or climatic considerations.
 - (ii) Exempted is nursery stock damaged by accidental causes or vandalism, which stock shall be replaced at the cost of the City.
 - (iii) All required replacements shall be by plants of at least the same size and species as specified, and shall be supplied and planted in accordance with the original drawings

and Specifications, and the replaced material shall carry an additional two-year guarantee and maintenance period.

(iv) PLANT LIST

Quantity	Common Name/botanical name	Size / Remarks
15	<i>Spiraea x bumalda</i> 'Goldflame' (Goldflame Spirea),	No. 1 Grade plants, 3or more strong canes, with at least 2 canes measuring a min. of 40cm in length, Container 2 Gallon
4	<i>Spiraea</i> 'Snowwhite' (Snowwhite Spirea)	No. 1 Grade plants, 3or more strong canes, with at least 2 canes measuring a min. of 40cm in length, Container 2 Gallon
13	<i>Potentilla fruticosa</i> 'Abbottswood' (Abbottswood Potentilla)	No. 1 Grade plants, 3or more strong canes, with at least 2 canes measuring a min. of 40cm in length, Container 2 Gallon

E5.4 Method of Measurement and Basis of Payment

E5.4.1 Plant Material

(a) The supply and installation of Plant Material will be paid for at the Contract unit price for the following items: Item No 9-Shrubs-

- (i) Item No. 9a - *Spiraea x bumalda* 'Goldflame' (Goldflame Spirea),
- (ii) Item No. 9b - *Spiraea* 'Snowwhite' (Snowwhite Spirea)
- (iii) Item No. 9c - *Potentilla fruticosa* 'Abbottswood' (Abbottswood Potentilla)

E5.4.2 Shrub Bed and Wood Chip Mulch

(a) Payment for Work specified under this section shall be paid for at the Unit Price, per square metre, for the following items:

- (i) Item No. 8 - Shrub bed

E5.4.3 Shrub Bed and Plant Material will be paid for at the Contract Unit Prices as indicated on Form B: Prices. The amount to be paid for shall be the total number of units on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials performing all operations herein described, including shrubs, topsoil backfill, excavation of the shrub bed, installation of the topsoil, the supply and installation of the wood chip mulch, and all other items incidental to the Work and as accepted by the Contract Administrator.

E6. PLAY EQUIPMENT

E6.1 General Overview

E6.1.1 This specification shall cover the design, supply, and installation of all the Play Equipment as specified herein. The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the drawings and specifications. The Bidder is asked to propose appropriate play equipment based on the criteria outlined below.

E6.1.2 All play equipment shall be arranged to fit within the space outlined in Drawing **J.19-B** in accordance with B16.5.1, with a preference for most of the equipment to be situated to the north of the site.

E6.1.3 The Bidder is expected to provide following play items within the outlined space along with other landscape elements listed on the Drawing **J.19-B**

- (a) One or more **accessible** play structure (s) in accordance with E6.2.1.

- (b) One or more swing sets with minimum of 2 and maximum 4 bucket seats and minimum of 4 and maximum 6 belt seats.
 - (c) One or more independent component(s).
- E6.1.4 The existing benches may be relocated to suit the proposed layout.
- E6.1.5 The Bidder is reminded that good use of space and relationships between elements will be evaluated; a good balance of remaining green space, achieved through efficient planning of the site, is highly rated.
- E6.1.6 All equipment shall be CSA approved with or with out IPEMA.
- E6.1.7 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;
 - (h) **Spring riders.** (See E6.2.3(c))
- E6.1.8 Maintenance Kit
 - (a) 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.
 - (b) There shall be no payment for the maintenance kits.
- E6.2 Description
- E6.2.1 Playstructure(s)
 - (a) This specification shall cover the supply and installation of one or more Playstructure(s) as specified herein.
 - (b) Playstructure(s) shall be designed for children ages 2-12 with an emphasis on 2-5 age group.
 - (c) The proposed design shall have play components at least 80% different than any public playstructure nearby (within 400 M walking distance).
 - (d) Playstructure(s) shall be accessible from gravel pathway.
 - (e) The Playstructure shall have the following **minimum** components:
 - (i) two (2) Overhead Elements
 - (ii) three (3) Climbing Elements
 - (iii) two (2) slides. At least one (1) of the slides must be Stainless Steel with north orientation;
 - (iv) **20% of elevated play components shall be wheel chair accessible.**
 - (v) **layout of the play area for integration of the wheel chair accessible components to promote inclusive play;**
 - (vi) **two different types of ground level play components shall be on a wheel chair accessible route.**

E6.2.2 Swing Standard

- (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 one or more swing standards as specified herein:
 - (i) Three Leg Heavy Duty Swing Frame, 2.4 M (8 ft.) high, complete with heavy-duty chain, swing hangers and hammer locks / bolt links;
 - (ii) Minimum of 2 and maximum 4 slash-proof rubber, enclosed infant seats; and
 - (iii) Minimum of 4 and maximum 6 slash-proof rubber belt seats.

E6.2.3 Independent Components

- (a) This specification shall cover the supply and installation of Independent Components as per the proposed design, as the proposed budget will allow. The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the specifications.
- (b) Minimum of two different types of accessible ground level play components to be on accessible route.
- (c) The Community in which the park is located has requested to have **no spring riders** at this site.

E6.2.4 Foundations

- (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.

E6.3 Materials

E6.3.1 Playstructure(s)

- (a) Posts / Caps
 - (i) All posts shall be a minimum 5" O.D. round or 4" square tubing.
 - (ii) 3.5 " O.D. round or 3.0" 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'.
 - (iii) 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 are to be sealed with a moisture barrier.
 - (iv) 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.
 - (v) If painted colour is a feature of posts and top caps, it shall be a baked-on polyester powder coating. The powder coating finish shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance.
- (b) Decks

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'.
- (c) Clamping System

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

A minimum of two (2) slides are required. Stainless steel slide beds are preferred, although a plastic slide may be used if there is one (1) stainless steel slide on the Site. North orientation is mandatory for stainless steel slides and desired for plastic.
- (h) Each playstructure shall have kick plates and hand loops as required to meet the most recent Canadian Standards Association Guidelines.

E6.3.2 Swing Standard

- (a) Topbeam

All topbeams shall be fabricated from 3 1/2" O.D. 7 gauge, RS40 galvanized steel pipe. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating;
- (b) Legs

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 are to be sealed with a moisture barrier;
- (c) Yoke Clamps

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

All swing hangers shall be fabricated from galvanized malleable iron and have oil impregnated bearings pressed in;
- (e) Swing Chain

All swing chain shall be 4/0 straight link, galvanized steel;
- (f) Enclosed Infant (Bucket) Seats

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

(g) Belt Seats

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

(h) Hardware

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.

E6.3.3 Independent Items

(a) All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all parts and materials.

(b) Fasteners

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

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

If an independent slide is proposed, stainless steel with North or East orientation is preferred. For every two (2) proposed stainless steel slides on the site one may be plastic. If independent slide over 4' high is proposed, support posts must be minimum 5"O.D.

E6.3.4 Foundations

(a) The specific concrete requirements shall be:

- (i) Sulphate 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

E6.4 Construction Methods

E6.4.1 Playstructure(s)

(a) Play structures shall be installed as per Manufacturer's specifications and in accordance with the most recent 'Canadian Standards Association Standards'. All Work is to be located and installed in accordance with the Drawings using approved non-rusting, vandal resistant fasteners to ensure solid, durable, finished work suitable for the purpose intended.

(b) All posts and other vertical items to be installed plumb and true to correct elevations and location, as directed by the Contract Administrator. The Contractor shall confirm proposed locations of all play equipment with Contract Administrator prior to installation.

- (c) All decks shall be level, if so designed.
- (d) All workmanship and all materials furnished and supplied under this Specification are subject to close and systematic inspection and testing by the Contract Administrator including all operations, from the selection and production of materials, through to final acceptance of the Work. The Contractor shall be wholly responsible for the control of all operations incidental thereto notwithstanding any inspection of approval that may have been previously given. The Contract Administrator reserves the right to reject any materials or works that are not in accordance with the requirements of these Specifications.

E6.4.2 Swing Standard

- (a) Installation shall be in accordance with Manufacturer's specifications.
- (b) Top rail is to be level and posts securing anchored in concrete.
- (c) Swing seats shall not be installed until play stone (in accordance with E7) has been installed.

E6.4.3 Independent Items

- (a) Installation shall be in accordance with Manufacturer's specifications.

E6.4.4 Foundations

- (a) 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 on the post.
- (b) All concrete footings for playstructures shall be a minimum of 3' depth, or in accordance with Manufacturer's specifications, whichever is greater.

E6.5 Method of Measurement and Basis of Payment

E6.5.1 Measurement will be on a lump sum basis for all the play equipment proposed including accessible playstructure(s), swing standards and independent items Foundations and related excavation shall be incidental to the measurement of playstructures, swing standards and independent Components.

E6.5.2 Play equipment will be paid on a lump sum basis as indicated on Form B: Price for:

- (a) Item No. 10a-New play equipment.

E6.5.3 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 including foundations, related excavation and as accepted by the Contract Administrator.

E7. PLAY STONE

E7.1 Description

- (a) This specification shall cover the supply and installation of Play Stone within the play area including required excavation, as specified on drawing SCD-643.

E7.2 Materials

- (a) Play Stone shall be 6.0 mm Playground Stone, composition shall be Typical Birds Hill glacial till material, 100% clean river-washed granite with the following gradation:
 - (i) 100% passing the 10 mm Sieve;
 - (ii) 15% passing 5 mm Sieve;
 - (iii) 10% passing the 2.5 mm Sieve;
 - (iv) 4% passing the 1.25 mm Sieve; and

- (v) 1% passing the 0.8 mm Sieve.

E7.3 Construction Method

- (a) Play Stone shall be installed within all the play areas, as defined by the concrete edging, as per SCD-643;
- (b) The installation of the Play 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.

E7.4 Method of Measurement and Basis of Payment

E7.4.1 Method of Measurement shall be as follows:

- (a) Play Stone surfacing will be measured on a unit price basis per cubic meter on Form B: Prices. for
 - (i) Item No. 10b Play stone including required excavation
- (b) Depending on the proposed design, the Bidder must indicate the required quantity of units for Item 10b on Form B: Prices.

E7.4.2 Play Stone Surfacing will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated by the Bidder on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E8. CONCRETE EDGING

E8.1 Description

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

E8.2 Materials

- (a) Cement Type 50:
 - (i) Maximum Course Aggregate: 20 mm;
 - (ii) Minimum Compression Strength at 28 days: +35 Mpa;
 - (iii) Minimum Cement Content: 310 kg/cu. M.;
 - (iv) Maximum Water Cement Ratio: 0.45;
 - (v) Class of Exposure: C-2;
 - (vi) Maximum Slump: 90 mm +/- 20 mm;
 - (vii) Air Entrainment: 5 to 8%;
 - (viii) Flyash Content: Max. 15% of Cementitious Material.
- (b) Fine aggregate shall consist of natural sand or manufactured sand and shall conform to all requirements of CAN3.A23.1;
- (c) 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 20 mm.;

- (d) 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;
- (e) 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%;
- (f) 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;
- (g) 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;
- (h) Ends of reinforcing steel intended for bonding that are to be left exposed for some time shall be protected from injury, oils or moisture;
- (i) Curing compound shall be Sternson Ritcure or approved equal;
- (j) Bonding agent shall be Sternson ST 431 Epoxy Bonding Agent;
- (k) Form coating shall be Sternson's Formseal or approved equal;

E8.3 Construction Methods

- (a) The City of Winnipeg may engage a fully qualified Inspecting Engineer and Testing Laboratory to:
 - (i) Take test cylinders during concrete placing and carry out compression tests to determine whether concrete produced complies with these Specifications;
 - (ii) Take compaction tests of compacted granular sub-base and sub-grade material;
 - (iii) Submit reports to the Contract Administrator of all materials, concrete, and caisson tests and inspections;
 - (iv) 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;
- (b) 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;
- (c) 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; and
- (d) 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. The outside concrete edge is to be formed such that there are no seam ridges.

E8.4 Method of Measurement and Basis of Payment

- E8.4.1 Concrete Edging will be measured on a unit price basis per linear meter on Form B: Prices for
 - (i) Item No. 10c Concrete edging.
- E8.4.2 Depending on the proposed design, the Bidder must indicate the required quantity of units for Item 10c on Form B: Prices.
- E8.4.3 Concrete Edging will be paid for at the Unit Prices for Supply and Install new Concrete Edging. The amount to be paid for shall be the total number of units used by the Contractor to complete the Work in accordance with B9.3. 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, including excavation and compacted base with no extra payment.

E9. TOPSOIL AND SODDING

- E9.1 Depending on the design, the Bidder is expected to sod the areas where play equipment or part has been removed, existing gravel areas and the areas damaged during the construction that are not being developed.
- E9.2 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.
- E9.2.1 Clause 9.8 - Maintenance of sodded area is changed from 30 days to 60 days.

E10. SITE RESTORATION

- E10.1 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 to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this Work.