



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 269-2008

PINKHAM PARK PLAYGROUND RENOVATIONS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PINKHAM PARK PLAYGROUND RENOVATIONS

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 30, 2008.
- B2.2 Bids 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 C3.1, the Bidder may view the Site without making an appointment.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.2.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID COMPONENTS

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices.

- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid 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, to constitute a responsive Bid.
- B7.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B7.4.1 Samples or other components of the Bid 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.
- B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B7.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Bids 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 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 C12.2.3(c), prices on Form B: Prices shall include the Manitoba Retail Sales Tax (MRST, also known as PST), but exclude GST.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

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

B10. QUALIFICATION

B10.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations 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>).

B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);

B10.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

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

B11.1.1 Bidders or their representatives may attend.

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

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

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

B12. IRREVOCABLE BID

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

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

B13. WITHDRAWAL OF BIDS

B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B13.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.

B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative

Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B14. EVALUATION OF BIDS

B14.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid 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 or minor informalities or irregularities, if the interests of the City so require.

B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.

B14.4 Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices and will be adjusted, if necessary, as follows:

- (a) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder is within the budgetary provision for the Work, no adjustment will be made to the Total Bid Price or;
- (b) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder exceeds the budgetary provision for the Work, the Total Bid Price of all responsive Bids submitted by responsible and qualified Bidders will be adjusted by progressively deducting the following items in the order listed until a Total Bid Price within the budgetary provision is achieved:
 - (i) item 19 – “Supply & Install recycled plastic picnic table”;
 - (ii) item 20 – “Supply & Install composite benches”.
 - (iii) item 24 – “Supply & Install Saddle Spinners”;
 - (iv) item 23 – “Supply & Install Teeter Totter”.

B14.5 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B14.6 Further to B14.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B14.7 If the Contractor states play equipment components are compliant with CSA Standards which are not, liquidated damages shall be charged as per D15.4.

B15. AWARD OF CONTRACT

B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B15.3 Subject to B15.2, where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.

B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

B15.4 Notwithstanding C4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B15.5 The Contract, as defined in C1.1, 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

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* 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>.
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Construction*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

- (a) The Work to be done under the Contract shall consist of:
- (i) Removals;
 - (ii) Excavation, stockpile and disposal;
 - (iii) Construction of granular path;
 - (iv) Supply and installation of timber edging and playground safety surfacing;
 - (v) Supply and installation of site furniture;
 - (vi) Supply and installation of topsoil and sod as required in accordance with the requirements;
 - (vii) Supply and installing the new play equipment.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Shauna Prociuk
Design Assistant
15-30 Fort Street
Winnipeg, Manitoba
R3C 4X5

Telephone No. (204) 986-3938
Facsimile No. (204) 986-7524

D3.2 At the pre-construction meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4. CONTRACTOR'S SUPERVISOR

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

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

D5. NOTICES

D5.1 Except as provided for in C23.2.2, 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
Attn: Chief Administrative Officer
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
Attn: City Solicitor
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

- D6.1 The Contractor shall 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, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D7. SAFE WORK PLAN

- D7.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D7.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which 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>.

D8. INSURANCE

- D8.1 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) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) automobile liability insurance for 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;

- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.
- D8.4 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.

D9. PERFORMANCE SECURITY

- D9.1 If the Contract Price exceeds one-hundred thousand dollars (\$100,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D9.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D9.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D10. SUBCONTRACTOR LIST

- D10.1 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.

D11. DETAILED WORK SCHEDULE

- D11.1 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 C4.1 for the return of the executed Contract.
- D11.2 The detailed work schedule shall consist of the following dates:
- (a) start date;
 - (b) relocation of limestone blocks;
 - (c) excavation of holes for play equipment posts;
 - (d) arrival of play equipment to Site;
 - (e) concrete pouring for posts;
 - (f) expected completion.

D11.3 Other milestone dates appropriate to this project should also be included to make the Contract Administrator aware of them.

SCHEDULE OF WORK

D12. COMMENCEMENT

D12.1 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.

D12.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D7;
 - (iv) evidence of the insurance specified in D8;
 - (v) the performance security specified in D9;
 - (vi) the Subcontractor list specified in D10.
- (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 has provided a written schedule of work outlining dates and duties to be performed.

D12.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

D12.3 The City intends to award this Contract by July 1, 2008.

D12.3.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D13. SUBSTANTIAL PERFORMANCE

D13.1 The Contractor shall achieve Substantial Performance within fifteen (15) consecutive Working Days of the commencement of the Work as specified in D12.

D13.2 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.

D13.3 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.

D14. TOTAL PERFORMANCE

D14.1 The Contractor shall achieve Total Performance within twenty (20) consecutive Working Days of the commencement of the Work as specified in D12.

D14.2 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.

D14.3 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.

D15. LIQUIDATED DAMAGES

D15.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City five hundred dollars (\$500.00) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.

D15.2 The amount specified for liquidated damages in D15.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.

D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D15.4 If the Contractor misrepresents the CSA compliance of play equipment being installed and this results in additional design and/or meeting time on the part of the Contract Administrator, the Contractor shall pay the City five hundred dollars (\$500.00) per Working Day for each and every Working Day during which such additional work continues.

D16. SCHEDULED MAINTENANCE

D16.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

(a) Sodding and Seeding as specified in E12.

D16.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

D17. EXISTING SERVICES AND UTILITIES

D17.1 No responsibility will be assumed by the City for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface; the City shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.

D18. ACCESS TO SITE

D18.1 Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at his own expense and approved by the Contract Administrator.

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.

D19. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES

D19.1 Further to C6.12, 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.

- D19.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.
- D19.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.
- D19.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.
- D19.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.
- D19.6 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.

D20. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY

- D20.1 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing trees, shrubs, sod, pavements, streets, roads, boulevards, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the Site of the Work. For all damage incurred in the performance of the Work (either directly or indirectly), the Contractor shall either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to City of Winnipeg Contract Administrator, and the cost of which shall be borne entirely by the Contractor. The Contractor shall also indemnify and save harmless the City from all claims made directly or indirectly against it in respect to any such damage.
- D20.2 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing park trees within the limits of the construction area:
- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment within 2 metres of trees.
 - (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2400 wood planks, or suitably protected as approved by the Contract Administrator.
 - (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
 - (d) Operation of equipment within the drip line of the trees shall be kept to a minimum required to perform the Work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the drip lines of trees. The drip line of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
- D20.3 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his/her designate.
- D20.4 No separate measurement or payment will be made for the protection of trees.

CONTROL OF WORK

D21. JOB MEETINGS

- D21.1 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.
- D21.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D22. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D22.1 Further to C6.24, 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).

MEASUREMENT AND PAYMENT

D23. PAYMENT

- D23.1 Further to C12, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D24. SITE RESTORATION

- D24.1 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all tools, equipment, waste, debris and surplus foundation earth to the satisfaction of the Contract Administrator. Unless otherwise specified, the Contractor shall restore all areas of the Site beyond the established limit of Work, which have been disturbed by the Contractor's operations to as good as or better than the original condition to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this Work.

FORM H1: PERFORMANCE BOND
(See D9)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

_____ day of _____, 20____, for:

BID OPPORTUNITY NO. 269-2008

PINKHAM PARK PLAYGROUND RENOVATIONS

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

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

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

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)
(See D9)**

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 269-2008

PINKHAM PARK PLAYGROUND RENOVATIONS

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *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>.
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
P.30-E1	Pinkham Park - Existing Conditions & Removals
P.30-E2	Pinkham Park – Proposed Redevelopment
24267-1-2	Pinkham Park - Proposed Playstructure
SCD-638a	PLAYGROUND TIMBER EDGE DETAIL

- E1.3.1 Above Drawings are available on request in AutoCAD .dwg format or Vectorworks format from the Contract Administrator.

SITE DEVELOPMENT

E2. REMOVALS

- E2.1 General Description
- E2.1.1 This specification shall cover the removal of items such as timber edging, chain link fencing, trees and site furniture as specified on the Existing Conditions & Removals Drawing. 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 Materials
- E2.2.1 Removals include the removal of items (benches, waste receptacles, chain link fencing, trees, and timber edging) as indicated on the Drawings and as directed by the Contract Administrator. These items may be salvaged by the City, as per direction by the Contract Administrator. Do not disturb adjacent items designated to remain in place.
- E2.2.2 Contractor shall salvage existing fencing, if the condition of the fencing justifies doing so, as indicated on the drawings for reinstallation on the north side of the park. All surplus material is to be removed and legally disposed off site.
- E2.3 Construction Methods
- E2.3.1 Disposal of material shall be understood to mean the hauling of all unsuitable material from the Site and the unloading in a legal manner acceptable to the Contract Administrator.

- E2.3.2 Removals include the removal of all footings and backfill.
- E2.3.3 Removal of trees shall be complete to ground level regardless of existing ground cover (e.g. snow, other plant material, etc.) or other conditions except where prior approval is given by the Contract Administrator or designate.
- E2.3.4 Once the tree removal process is initiated it shall be completed that same Working Day. The Contractor shall remove and/or dispose of all material resulting from the Work immediately by one, or more, of the following methods:
- (a) remove to a designated City of Winnipeg Landfill Site;
 - (b) chip and remove material to an appropriate location as per the Contract Administrator or designate direction;
 - (c) The costs of all of the above operations are to be born solely by the Contractor.
- E2.4 Method of Measurement and Basis of Payment
- E2.4.1 Method of Measurement shall be as follows:
- (a) Removals will be measured on a lump sum basis for:
 - (i) "Remove chain link fence, waste receptacles (2), benches (4) in North Site, bench (1) in South Site & trees (2)".
 - (b) Removals will be measured on a linear metre basis for:
 - (i) "Remove Timber Edging in North Site"; and
 - (ii) "Remove Timber Edging in South Site".
- E2.4.2 Basis of Payment shall be as follows:
- (a) Removals will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E3. RELOCATION OF LIMESTONE BLOCKS

- E3.1 General Description
- E3.1.1 This specification shall cover the relocation of limestone blocks as specified on the Existing Conditions & Removals Drawing. All extraneous materials are to be removed from the Site and disposed of in a safe and legal manner. The Work to be done by the Contractor under this specification shall include all labour, equipment and material necessary for and incidental to the satisfactory performance and completion of the Work herein specified.
- E3.2 Materials
- E3.2.1 Relocation of Limestone Blocks shall include the removal of the three (3) blocks found to make up the limestone block sculpture, located on the limestone slab, as well as one (1) block located within turf, and the relocation of these blocks, as illustrated in the Drawings. Do not disturb adjacent items designated to remain in place.
- E3.3 Construction Methods
- E3.3.1 Before the limestone blocks are relocated, the area in which the blocks shall be placed must first be excavated to an approximate depth of 600mm with a 150mm layer of 50mm down crushed limestone placed at the bottom of the pit. The limestone blocks shall then be placed into the space, allowing the top of the blocks to be at an approximate sitting height of 450mm from the surrounding sod. Once the limestone block is in place, the Contractor shall backfill up to the side of the block with 6mm limestone down.

E3.3.2 The removal of the blocks off of the hard limestone pad shall include the removal of all footings and backfill that the blocks were placed upon. All work shall attempt to preserve the existing condition of the hard limestone pad, as this area is meant to remain.

E3.4 Method of Measurement and Basis of Payment

E3.4.1 Method of Measurement shall be as follows:

- (a) Relocation of Limestone Blocks will be measured on a lump sum basis for: "Relocate limestone blocks (4) ".

E3.4.2 Basis of Payment shall be as follows:

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

E4. EXCAVATION, STOCKPILE, AND DISPOSAL

E4.1 General Description

E4.1.1 This specification shall cover the excavation, stockpiling, and legal disposal of existing surfacing to accommodate new surfacing materials and installations.

E4.1.2 Work shall include but not be limited to the following:

- (a) Excavate and stockpile existing sand safety surfacing suitable for reuse within the South Site.
- (b) Excavate and dispose of all existing sand and turf to the limits shown on Drawings, and to the depths necessary to achieve finish grade for:
 - (i) New Play Area in North Site;
 - (ii) Granular pathway in North Site;
 - (iii) Expanded swing safety zone in South Site; and
 - (iv) Areas for new sod in South Site.

E4.2 Materials

E4.2.1 Excavate and Stockpile includes the excavation of existing sand safety surfacing as indicated on the Drawings and as directed by the Contract Administrator. Work includes the excavation and stockpiling of clean and uncontaminated Site material.

E4.2.2 Excavation and Disposal includes the removal of items surfacing materials as indicated on the Drawings and as directed by the Contract Administrator. Work includes the satisfactory disposal of unsuitable Site material such as clays susceptible to frost-heaving, silts, rock rubble rubbish and any surplus suitable Site material.

E4.2.3 Do not disturb adjacent items designated to remain in place.

E4.3 Construction Methods

E4.3.1 Existing sand safety surfacing that is deemed suitable for re-use on the Site shall be stockpiled or re-used immediately in such a manner as it does not become contaminated. If the material is not suitable for re-use, it shall be removed and legally disposed of off Site.

- (a) It is the Contractor's responsibility to examine the existing sand safety surfacing within the South Site to ascertain the suitability of the material for re-use under the existing swings. The Contractor shall obtain the permission of the Contract Administrator for the re-use of existing material.

E4.3.2 Stockpiling of material shall be understood to mean the relocation of all suitable material on the Site in a manner and location acceptable to the Contract Administrator. Stockpile location to be restored to original condition following removal and re-use of playstone.

- E4.3.3 Excavation and disposal includes the removal of items (i.e. sand and turf) as indicated on the Drawings and as directed by the Contract Administrator. Work includes the satisfactory disposal of unsuitable Site material such as clays susceptible to frost-heaving, silts, rock rubble rubbish and any surplus suitable Site material. Do not disturb adjacent items designated to remain in place.
- E4.3.4 All extraneous materials are to be removed from the Site and disposed of in a safe and legal manner. This specification shall amend and supplement City of Winnipeg Standard Construction Specifications CW 3110-R7. The Work to be done by the Contractor under this specification shall include all labour, equipment and material necessary for and incidental to the satisfactory performance and completion of the Work herein specified.
- E4.3.5 Disposal of material shall be understood to mean the hauling of all unsuitable material from the Site and the unloading in a legal manner acceptable to the Contract Administrator. If arrangements are made in advance excavated material may be disposed of on Site at a location designated by the Contract Administrator.
- E4.3.6 Excavation should be coordinated with the installation of play equipment so as not to leave an open excavation area subject to ponding water.
- E4.4 Method of Measurement and Basis of Payment
- E4.4.1 Method of Measurement shall be as follows:
- (a) Stockpile will be measured on a cubic metre basis for: "Excavate and stockpile existing clean sand safety surfacing in South Site" on Form B: Prices
 - (b) Excavation and Disposal shall be measured on a cubic metre basis for:
 - (i) "Excavate and legally dispose of existing Sand in North Site";
 - (ii) "Excavate for new Play Area in North Site"; and
 - (iii) "Excavate & legally dispose turf to expand Toddler Swing safety surface area in South Site" on Form B: Prices.
 - (c) No measurement will be made for the Excavation and Disposal for the granular pathway as these items are incidental to E9.
- E4.4.2 Basis of Payment shall be as follows:
- (a) Excavation, Stockpile, and Disposal for new safety surfacing within play areas 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.
 - (b) No payment will be made for the Excavation and Disposal for the granular pathway as this shall be incidental to E9.
- E5. TIMBER EDGING**
- E5.1 General Description
- 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 timber edging for the New Play Area in the North Site and for the Toddler Swing Area in the South Site.
- E5.2 Materials and Method
- E5.2.1 Layout of edging shall be as per Drawing P.30-E2, or as approved, to adequately provide extents of safety surfacing beneath play equipment, based on the most recent CSA safety zone requirements.

- E5.2.2 Top course shall be stained spruce, No. 2 or better, and bottom course shall be pressure-treated timbers.
- (a) No wane, bark, checking or splitting permitted.
 - (b) Wood shall be smooth and free of rough areas.
 - (c) All timbers to be 150 x 150mm with a minimum length of 1200mm. Contractor to use longest lengths possible.
 - (d) Top edges of all exposed timbers shall have an 8mm (45°) chamfer.
- E5.2.3 Timbers shall be installed as per "Playground Timber Edge Detail" on Drawing SCD-638a.
- E5.2.4 All timbers shall be cut neatly for a proper fit with no spaces or gaps between. All cuts shall be stained before being secured. All wood should be pre-stained prior to installation. Finished elevations shall ensure that all timbers are smooth, level, set plumb and spaced uniformly.
- (a) End-cut wood preservative to be applied to the cuts of all pressure treated wood; and
 - (b) Olympic Waterproofing Sealant or equivalent to be applied to all sides of spruce top course.
- E5.2.5 Turf shall be repaired as required around edging in accordance with the latest version of City of Winnipeg Standard Specifications CW 3520 for Topsoil and Seeding and as per "Playground Timber Edge Detail" on Drawing SCD-638a.
- E5.2.6 The layout of the timber edging shall ensure that the proper safety zones are created and maintained around the existing swing set to comply with the latest version of CAN/CSA Z614.
- E5.3 Method of Measurement and Basis of Payment
- E5.3.1 Method of Measurement shall be as follows:
- (a) Timber Edging will be measured on a linear metre basis for:
 - (i) "Supply & Install Timber Edging around new Play Area in North Site"; and
 - (ii) "Supply & Install Timber Edging around existing Toddler Swing in South Site" on Form B: Prices.
- E5.3.2 Basis of Payment shall be as follows:
- (a) Timber Edging will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E6. SAND SAFETY SURFACING

- E6.1 General Description
- E6.1.1 This specification shall cover the supply and installation of sand safety surfacing, including recycling of existing material, excavation, and removal of unsuitable material, for the Toddler Swing Area as shown on the Drawings, to attain a total safety surfacing depth of 300mm.
- E6.2 Materials
- E6.2.1 Sand shall be clean Torpedo Sand.
- E6.2.2 Samples of the specified material shall be submitted for approval to the Contract Administrator at least seven (7) Calendar Days prior to ordering of the material.
- E6.3 Construction Methods

- E6.3.1 Existing swing seats shall be temporarily removed or other wise secured so as to prevent use during this operation. Swing seats shall be made operable upon completion of the Work.
- (a) Existing clean sand safety surfacing shall be stockpiled. Contaminated material shall be removed and legally disposed of.
 - (b) The areas shall be excavated to a depth of 150 mm as shown on Drawings P.30-E2 and SCD-638a.
 - (c) Salvaged sand safety surfacing shall be spread over the entire area first, then new material place on top such that the combined depth of material within the new timber edging area is 300 mm.
 - (d) Do not compact the material during installation.
 - (e) Installation shall be done by equipment sized to suit the Work being done and the sand shall be spread by hand as necessary in the immediate vicinity of the play equipment so as not to damage same.

E6.4 Method of Measurement and Basis of Payment

E6.4.1 Method of Measurement shall be as follows:

- (a) Sand Safety Surfacing will be measured on a cubic metre basis for:
 - (i) "Install clean stockpiled sand safety surfacing in Toddler Swing area"; and
 - (ii) "Supply & install new sand safety surfacing to top up Toddler Swing area" on Form B: Prices.

E6.4.2 Basis of Payment shall be as follows:

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

E7. PEASTONE PROTECTIVE SURFACING

E7.1 Description

- E7.1.1 This specification shall apply to the supply and installation of new peastone safety surfacing as required to attain the total depth of 300mm in the new Play Area in the North Site.

E7.2 Materials

- E7.2.1 New Peastone shall be 6.0mm Playground Stone, composition shall be Typical Birds Hill glacial till material, 100% clean river-washed granite conforming to the following sizes of sieve:

100% passing 10mm
45% passing 5mm
Up to 10% passing 2.5mm
Up to 4% passing 1.25mm
0% passing 0.8mm sieve

E7.3 Construction Methods

- (a) The new play area shall be excavated to a depth of 150 mm within the new timber edging area as shown on Drawing P.30-E2 and SCD-638a.
- (b) Peastone shall be installed into the new Play Area, contained by the new Timber Edging, to a minimum depth of 300mm immediately after the play equipment has been installed.

- (c) Do not compact the material during installation.
- (d) Installation shall be done by equipment sized to suit the Work being done and the peastone shall be spread by hand as necessary in the immediate vicinity of the play equipment so as not to damage same.

E7.4 Method of Measurement and Basis of Payment

E7.4.1 Method of Measurement shall be as follows:

- (a) Peastone Protective Surfacing shall be measured on a cubic metre basis for: "Supply & Install Peastone safety surfacing in Play Area in North Site" on Form B: Prices.

E7.4.2 Basis of Payment shall be as follows:

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

E8. SITE GRADING

E8.1 Description

- E8.1.1 This Specification shall amend and supplement the City of Winnipeg Specifications CW 3170 Earthwork and Grading. Site Grading shall be undertaken to create a gentle slope for the new granular pathway as indicated on Drawing P.30-E2.

E8.2 Materials

- E8.2.1 Shall be in accordance with CW 3170.

E8.3 Construction Methods

- E8.3.1 Shall be in accordance with CW 3170.

E8.4 Method of Measurement and Basis of Payment

E8.4.1 Method of Measurement shall be as follows:

- (a) Site Grading will be measured on a square metre basis for "Grading - smooth out berm for pathway" on Form B: Prices.

E8.4.2 Basis of Payment shall be as follows:

- (a) Site Grading 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, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E9. GRANULAR PATH

E9.1 Description

- E9.1.1 This Specification shall amend and supplement the City of Winnipeg Specification CW 3110-R7. The Work to be done by the Contractor under this Specification shall cover all phases of supply and placement of crushed limestone surfacing materials necessary to install a Granular Path and Sitting Area as shown on Drawing P.30-E2.

E9.2 Materials

- E9.2.1 Granular Path shall consist of a 150 mm base coarse depth of 19 mm diameter crushed limestone down, with a 50 mm depth of 6 mm diameter crushed limestone capping, see "Granular Pathway Detail" on Drawing P.30-E2.

E9.3 Construction Method

- E9.3.1 The Contractor shall survey and stake out Granular Path and Sitting Area prior to the start of construction as shown on the construction drawings. Layout of path shall be checked and confirmed with Contract Administrator prior to construction.
- E9.3.2 Excavation of Granular Path shall be as per E4.
- E9.3.3 All granular base coarse shall be placed and compacted to the finished thickness as specified on the drawings.
- E9.3.4 Base Coarse and Capping Coarse shall be compacted to a minimum of one hundred percent (100%) of Standard Proctor Density.

E9.4 Method and Measurement of Payment

- E9.4.1 Method of Measurement shall be as follows:
- (i) Granular Path shall be measured on a square metre basis for: "Supply & Install Granular Path & Sitting Area" on Form B: Prices.
- E9.4.2 Basis of Payment shall be as follows:
- (a) Granular Path shall 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 excavation, subgrade compaction, supply and installation of base coarse and top coarse, supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E10. CHAIN LINK FENCING

E10.1 Description

- E10.1.1 This specification shall cover the installation of salvaged fence materials and the supply and installation of new fence materials in the construction of a 1200 mm height fence along the north side of the site, next to Pacific Avenue, as indicated on the drawings.
- E10.1.2 This specification supplements and amends CW 3550 Chain Link Fencing.

E10.2 Materials

- E10.2.1 All new fencing shall be 1200 mm height.
- E10.2.2 If feasible, Contractor shall salvage existing fencing as indicated on the drawings for reinstallation on the north side of the site. All surplus material is to be removed and legally disposed off site.

E10.3 Construction Methods

- E10.3.1 Shall be in accordance with CW 3550.

E10.4 Method and Measurement of Payment

- E10.4.1 Method of Measurement shall be as follows:
- (a) The supply and installation of Chain Link Fencing shall be measured on a linear metre basis for: "Supply & Install 1.2m chain link fence" on Form B: Prices.
- E10.4.2 Basis of Payment shall be as follows:
- (a) Chain Link Fencing shall 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 the installation of any salvaged fencing, and the supply and installation of new fencing, supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E11. SITE FURNITURE

E11.1 Description

E11.1.1 This specification shall cover the supply and installation of two (2) composite benches and one (1) recycled plastic picnic table.

E11.1.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work as shown on Drawing P.30-E2 and specified herein.

E11.2 Materials

E11.2.1 All materials supplied under this specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.

E11.2.2 Products

(a) Benches: Cascades Re-Plast 6' Contour Series Bench with back, direct bury, grey colour – model #230; or, approved Substitute in accordance with B6.

(b) Picnic Table: Public Place Series Square Picnic Table by Urbain-Designs, surface mounted, grey colour - Model #174408; or, approved Substitute in accordance with B6.

E11.3 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) Picnic Table shall be anchored to the limestone slab as to ensure that it cannot be carried away.

(e) Install as per manufacturer's instructions and the attached drawings.

E11.4 Method of Measurement and Basis of Payment

E11.4.1 Method of Measurement shall be as follows:

(a) Site Furniture will be measured on a per unit basis for the following items:

(i) "Supply & Install recycled plastic picnic table"; and

(ii) "Supply & Install composite benches" on Form B: Prices.

E11.4.2 Basis of Payment shall be as follows:

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

E12. SODDING AND SEEDING

E12.1 Description

E12.1.1 This Specification shall amend and supplement the City of Winnipeg Specifications CW 3510-R8, CW 3520-R5 and CW 3540-R4. The Contractor shall install mineral sod or seed and a minimum 75mm (for sod) or 100mm (for seed) compacted thickness of topsoil, as required.

- E12.1.2 Play equipment areas: The Contractor shall install topsoil and seed around the perimeter of new timber edging areas to clean up turf disturbed by the Work. Seed and topsoil shall be installed at a distance of a maximum of 500mm from the new timber edging around new Play area in North Site and Toddler Swing Area in South Site.
- E12.1.3 Path areas: The Contractor shall install topsoil and seed around the perimeter of newly constructed granular path to clean up turf disturbed by the Work, if necessary.
- E12.1.4 Excavated sand areas: The Contractor shall install topsoil and sod over all excavated sand areas in which no new play area is to be located.
- E12.1.5 Damaged areas: Restoration of damaged areas other than as outlined above shall be incidental to the Work. No separate payment shall be made. Restoration shall be achieved using seed and topsoil unless otherwise directed by the Contract Administrator.
- E12.1.6 Thirty (30) day maintenance period on sod will commence at Total Performance and acceptance.
- E12.2 Method of Measurement and Basis of Payment
- E12.2.1 Method of Measurement shall be as follows:
- (a) Seeding will be measured on a square metre basis for: "Supply & Install Topsoil & Seed" on Form B: Prices.
 - (b) Sodding will be measured on a square metre basis for: "Supply & Install Topsoil & Sod" on Form B: Prices.
- E12.2.2 Basis of Payment shall be as follows:
- (a) Sodding and Seeding 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.

Play Equipment

E13. GENERAL COMMENTS

- E13.1 This specification shall cover the supply and installation of the Play Equipment as listed below and specified herein.
- E13.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the drawings and specifications.
- E13.3 The Contractor shall obtain all approvals including the requisite Development Permit.
- E13.4 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.

E14. PLAY EQUIPMENT

- E14.1 General Description
- E14.1.1 This specification shall cover the supply and installation of the Play equipment as specified herein.
- E14.1.2 Products
- (a) Playstructure: Landscape Structures Inc., Playbooster Custom Structure # 24267-1-2, as shown on the attached Drawings; or, approved Substitute in accordance with B6.

- (b) Spring Rider 1: Landscape Structures Inc., "RhinoDino TuffRider", product #100123B, direct bury; or approved Substitute in accordance with B6.
- (c) Spring Rider 2: Landscape Structures Inc., "T-Rex TuffRider", product #100124B, direct bury; or approved Substitute in accordance with B6.
- (d) Teeter Totter: Landscape Structures Inc., "2-Seat Seesaw", product #148636A; or approved Substitute in accordance with B6.
- (e) Saddle Spinner(s): Landscape Structures Inc., product #152179A, direct bury; or, approved Substitute in accordance with B6.

E14.1.3 Play equipment shall be installed in the play area as shown on Drawing P.30-E2. The play equipment and its safety zones must fit into the proposed play area as shown.

E14.2 Materials

E14.2.1 Posts / Caps

- (a) All posts shall be a minimum 5" O.D. round or 4" square tubing.
- (b) 3.5 " O.D. round or 3.0" square tubing will be permitted in circumstances where a multi-deck structure has decks of varied heights which are all 4' or under, or for structures with 2 decks or less.
- (c) All posts shall be fabricated from either aluminum (0.125" min. wall thickness) or galvanized steel (0.120" min. wall thickness) tubing. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating. The bottom end of the posts is to be sealed with a moisture barrier.
- (d) Top caps shall be made of steel construction and shall be factory installed and secured in place with tamper proof, self-sealing rivets. Plastic top caps will be accepted if made of solid construction (hollow caps not accepted).
- (e) If painted colour is a feature of posts and top caps, it shall be a baked-on polyester powder coating. The powder coating finish shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance.

E14.2.2 Decks

- (a) All decks shall be manufactured from vinyl-coated perforated steel or a steel core composite.
- (b) Deck heights, shapes and configurations shall be shown on the Drawings; or approved Substitute in accordance with B6.

E14.2.3 Clamping System

- (a) All deck, rail and play component clamping systems shall be fabricated from zinc plated, galvanized steel, stainless steel or aluminum. Tamper proof, corrosion resistant fasteners shall be used to retain clamping systems.

E14.2.4 Handrails, Safety Rails and Handloops

- (a) All handrails, safety rails and handloops shall be fabricated using a minimum of 15/16" (24mm) O.D. with a 120" wall thickness steel tubing. After all fabrication activities have occurred including end cuts, drill holes, bends and weld joints, all components shall be hot dipped galvanized.
- (b) Smooth all cut edges and weld joints prior to hot dip galvanizing and ensure that all tubing is free from burrs, cracks, defects and other imperfections.

E14.2.5 Hardware

- (a) All fasteners shall be socketed and tamper proof in design, and either carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel.
- (b) All necessary hardware shall be provided.

E14.2.6 Poly Components

- (a) Poly components such as slides and hoods shall be fabricated from U.V. stabilized, rotationally molded linear low-density polyethylene.
- (b) Poly components such as play panels shall be fabricated from compression molded solid colour, U.V. stabilized, high-density polyethylene.

E14.2.7 Slides

- (a) Stainless steel is required for the slide beds. North or east orientation preferred.

E14.2.8 Each playstructure shall have kick plates and hand loops as required to meet the most recent Canadian Standards Association Standards.

E14.2.9 Spring / Mount

- (a) The spring toys shall be mounted on a pinch-proof, coil spring assembly. The coil spring and mount shall be manufactured from a tempered alloy steel, galvanized and coated with a baked-on polyester powder coating. The powder coating finish shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating prior to powder coating.

E14.3 Installation

E14.3.1 Play equipment shall be installed as per manufacturer's specifications and in accordance with the most recent Canadian Standards Association Standards.

E14.3.2 All posts and other vertical items shall be plumb and true to vertical, if so designed.

E14.3.3 All decks shall be level, if so designed.

E14.4 Method of Measurement and Basis of Payment

E14.4.1 Method of Measurement shall be as follows:

- (a) Playstructure will be measured on a lump sum basis as follows:
 - (i) "Supply & Install Playstructure as per Drawing 24267-1-2, or approved equal", in accordance with B6, on Form B: Prices.
- (b) Spring Rider 1 and Spring Rider 2 will be measured on a per unit basis as follows:
 - (i) "Supply & Install Spring Riders", or approved equal in accordance with B6, on Form B: Prices.
- (c) Teeter Totter will be measured on a per unit basis as follows:
 - (i) "Supply & Install Teeter Totter", or approved equal in accordance with B6, on Form B: Prices.
- (d) Saddle Spinners will be measured on a per unit basis as follows:
 - (i) "Supply & Install Saddle Spinners", or approved equal in accordance with B6, on Form B: Prices.

E14.4.2 Basis of Payment shall be as follows:

- (a) Play equipment 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.

E15. FOUNDATIONS

E15.1 General Description

E15.1.1 All playground equipment posts, bases and anchors are to be set in concrete footings or piles to ensure stability and prevent frost heaving. The current Standard Construction Specifications of the City of Winnipeg, CW 2160-R4 - Concrete to be used in Underground

Works, is to be utilized in the installation of the concrete works for all below ground components.

E15.2 Materials

E15.2.1 The specific concrete requirements shall be:

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

E15.3 Installation

E15.3.1 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.

E15.3.2 All concrete footings for play equipment shall be a minimum of 3' depth, or in accordance with Manufacturer's specifications, whichever is greater.

E15.4 Method of Measurement and Basis of Payment

E15.4.1 Method of Measurement shall be as follows:

- (a) Foundations shall be incidental to the measurement of Play Equipment as listed above and as shown on Form B: Prices.

E15.4.2 Basis of Payment shall be as follows:

- (a) No separate payment shall be made for play equipment foundations.

E16. MAINTENANCE KITS

E16.1 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.

E16.2 There shall be no payment for the maintenance kits.