



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 280-2009**

**BAYVIEW AND HATCHER PARK PLAYGROUND EQUIPMENT**

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## **PART B -BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 Bayview and Hatcher Park Playground Equipment

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 17, 2009.

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 Division website 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 Division website 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 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.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.7, deviations in consistent with the Bid Opportunity document shall be evaluated in accordance with B16.

## **B7. BID COMPONENTS**

- B7.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices;
- (c) Drawings as per B11;
- (d) Component Descriptions as per B12.

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 In order to constitute a responsive Bid, 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.

B7.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B7.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:

The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg, MB R3B 1J1

B7.5.1 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.

B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.

B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B16.1(a).

B7.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.

B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B7.8.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

## **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 should 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.
- B9.4 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **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 Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

- 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. DESIGN DRAWINGS**

- B11.1 The Bidder shall submit drawings which illustrate the proposed design and play equipment, such as plan, perspective, and any other submissions to illustrate the design intent. Additional drawings may be requested prior to award for more detailed evaluation.

## **B12. COMPONENT DESCRIPTION**

- B12.1 The Bidder shall submit component description and / or graphic or catalogue reference outlining specifications of play equipment components.

## **B13. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B13.1 Bids will not be opened publicly.
- B13.2 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 Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- 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 Division website at <http://www.winnipeg.ca/matmgt>
- B13.4 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.

## **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 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.
- 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 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 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 (10 Points) pursuant to B16.4.3;
  - (d) Design Drawings (90 points) pursuant to B16.5;
    - (i) Bayview Play Area Design and components (42 points)
    - (ii) Hatcher Play Area Design and components (42 points)
    - (iii) Uniqueness of Both Play areas compared to other Playgrounds within 400m buffer (6 points)
  - (e) economic analysis of any approved alternative pursuant to B6.
- B16.2** Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid 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.
- 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 or in other information required to be submitted, that he is responsible and qualified.
- B16.4** Further to B16.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B16.4.1** If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

- B16.4.2 Further to B16.1(c) the Award Authority may reject a Bid as being non-responsive if it exceeds the budget as shown on Form B: Prices.
- B16.4.3 The Total Bid Price shall be evaluated with a weighting of 10 points out of a total of 100 possible 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.
- B16.5 Further to B16.1(d), Design Drawings shall be evaluated with a weighting of 90 points out of a total of 100 possible points. The Bayview Park and Hatcher Park Play Area Designs shall be evaluated separately. The Bayview Park Play Area design shall be evaluated with a weighting of 42 points out of a total of 100 possible points, and the Hatcher Park Play Area design shall be evaluated with a weighting of 42 points out of a total of 100 possible points. The uniqueness of Bayview Park and Hatcher Park Play Area Designs compared to other play structures within 400m will be evaluated with a weighting of 6 points out of a total of 100 possible points. Design Drawings will be evaluated considering the Bidder's Submission and any other information required.
- B16.5.1 The evaluation for the Bayview Park Play Area design shall be based on the following criteria:
- (a) compliance with CSA Standards (pass/fail);
  - (b) play value (maximum 24 points)
    - (i) 10 points – Variety of play activities provided by play equipment (as indicated in E5.5);
    - (ii) 4 points - Provides opportunities for social / interpersonal interaction and cooperative play;
    - (iii) 4 points - Variety of access points & egress points;
    - (iv) 3 points - Provides for fine and gross motor and sensory development;
    - (v) 3 points – Overall aesthetic and coordination of components.
  - (c) Layout/circulation (maximum 14 points):
    - (i) 3 points – Flow and relationship within playstructure and/or between play area activities;
    - (ii) 2 points - Layout / orientation of components on Site and in relation to park entrances and sitting areas;
    - (iii) 4 points – optimize visual access into and within the play area for security purposes;
    - (iv) 4 points - Does not provide area(s) for inappropriate social gathering on structure.
    - (v) 1 points - slide orientation (metal facing north).
  - (d) Durability (maximum 4 points)
    - (i) 2 points - Use of durable/ tamper-resistant materials, low maintenance finishes and connector systems, and ease of repair/ replacement of the products used in the playground area.
    - (ii) 2 points – Minimal use of plastic components in play equipment.
- B16.5.2 The evaluation for the Hatcher Park Play Area design shall be based on the following criteria:
- (a) compliance with CSA Standards (pass/fail);
  - (b) play value (maximum 24 points)
    - (i) 10 points – Variety of play activities provided by play equipment (as indicated in E5.5);
    - (ii) 4 points - Provides opportunities for social / interpersonal interaction and cooperative play;
    - (iii) 4 points - Variety of access points & egress points;
    - (iv) 3 points - Provides for fine and gross motor and sensory development;

- (v) 3 points – Overall aesthetic and coordination of components.
  - (c) Layout/circulation (maximum 14 points):
    - (i) 3 points – Flow and relationship within playstructure and/or between play area activities;
    - (ii) 2 points - Layout / orientation of components on Site and in relation to park entrances and sitting areas;
    - (iii) 4 points – optimize visual access into and within the play area for security purposes;
    - (iv) 4 points - Does not provide area(s) for inappropriate social gathering on structure.
    - (v) 1 points - slide orientation (metal facing north).
  - (d) Durability (maximum 4 points)
    - (i) 2 points - Use of durable/ tamper-resistant materials, low maintenance finishes and connector systems, and ease of repair/ replacement of the products used in the playground area.
    - (ii) 2 points – Minimal use of plastic components in play equipment.
- B16.5.3 The evaluation for both Bayview Park Play Area and Hatcher Park Play Area design shall also be based on the following criteria
- (a) 5 points - Uniqueness of components as compared to similar playgrounds components within walking distance (400m) of the park.

B16.6 Further to B16.5.1 and B16.5.2, if Contractor states play equipment components are compliant with CSA Standards which are not, liquidated damages shall be charged as per D16 should this result in additional design and/or meeting time on the part of the Contract Administrator.

## **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 Subject to B17.2, 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 the highest points based on evaluation criteria.

B17.3.1 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.

B17.4 Notwithstanding C4, 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 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 Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- 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**

D2.1 The major components of the Work to be done under the Contract shall consist of:

- (a) Excavation and disposal;
- (b) Supply and installation of timber edging;
- (c) Supply and Installation of new play equipment and independent components
- (d) Supply and installation of wood fibre safety surfacing.

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

D3.1 The Contract Administrator is McGowan Russell Group, represented by:

Aaron Hirota, MALA, CSLA  
Landscape Architect  
200-120 Fort Street  
Winnipeg, Manitoba, R3C 1C7

Telephone No. (204) 956-0396  
Facsimile No. (204) 956-1265

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

#### **D4. CONTRACTOR'S SUPERVISOR**

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

#### **D5. NOTICES**

D5.1 Except as provided for in 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 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg  
Chief Financial 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  
Internal 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 Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

### **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 thirty (30) 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. FINAL LAYOUT OF PLAY EQUIPMENT**

- D10.1 The Contractor shall provide the Contract Administrator with the final layout of all the play equipment with associated safety and non-encroachment zones and the timber edging, within five (5) Calendar days of receipt of the Purchase Order.
- D10.2 Upon Review of the final layout of all the play equipment by the Contract Administrator, the Contractor shall order the play equipment within seven (7) Calendar Days of receipt of the Purchase Order.

## **D11. SUBCONTRACTOR LIST**

- D11.1 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.

## **D12. DETAILED WORK SCHEDULE**

- D12.1 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.
- D12.2 Detailed Work Schedule shall consist of the following dates:
- (a) Ordering of play equipment;
  - (b) Start of Work on Site;
  - (c) Site preparation, including excavation and timber edging;
  - (d) Installation of play equipment, including excavation of holes and concrete pouring for posts;
  - (e) Site restoration;
  - (f) Expected completion.



D12.3 Other milestone dates appropriate to this project should also be included to make the Contract Administrator aware of them.

## **SCHEDULE OF WORK**

### **D13. COMMENCEMENT**

D13.1 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.

D13.2 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 (if required);
- (vi) the Final Layout of Play Equipment specified in D10;
- (vii) the Subcontractor list specified in D11; and
- (viii) Detailed Work Schedule specified in D12.

(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.

D13.3 The Contractor shall order play equipment and submit this information to the Contract Administrator within seven (7) Calendar Days of receipt of the Purchase Order.

D13.4 The Contractor shall commence the Work on the Site within eight (8) weeks of receipt of the Purchase Order.

D13.5 The City intends to award this Contract within four (4) weeks after the Submission Deadline.

### **D14. SUBSTANTIAL PERFORMANCE**

D14.1 The Contractor shall achieve Substantial Performance within fifteen (15) consecutive Working Days of the commencement of the Work as specified in D13.

D14.2 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.

D14.3 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.

### **D15. TOTAL PERFORMANCE**

D15.1 The Contractor shall achieve Total Performance within twenty (20) consecutive Working Days of the commencement of the Work as specified in D13.

D15.2 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.

D15.3 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.

#### **D16. LIQUIDATED DAMAGES**

D16.1 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) per Calendar Day for each and every Calendar Day following the day fixed herein for Total Performance during which such failure continues.

D16.2 If the contractor misrepresents the CSA Compliance of the 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) per Calendar Day for each and every Calendar Day during which such additional work continues.

D16.3 The amounts specified for liquidated damages in D16.1 and D16.2 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Total Performance or CSA Compliance by the days fixed herein for same.

D16.4 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

#### **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 suitable protected as approved by the Contract Administrator.
- (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
- (d) Operation of equipment within the drip line of the trees shall be kept to a minimum required to perform the Work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the drip lines of trees. The drip line of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.

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.

## **D21. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT**

D21.1 Further to CW 1130-R1, the Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress is maintained to private properties while he is Working near them. Any damage caused by the negligence of the Contractor or his Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by him at his own expense, to the satisfaction of the Contract Administrator.

D21.2 Ambulance/ Emergency vehicle access must be maintained at all times.

## **D22. PROTECTION OF THE SURVEY INFRASTRUCTURE**

D22.1 Notwithstanding clause 4 "Protection of Survey Bars" of the Standard Provisions; Current legislation, The Surveys Act, places the onus on those undertaking construction to protect the Survey Infrastructure from damage as a result of their activity.

D22.2 Further to C:6.26 (g), at least 72 hours prior to the commencement of the On-Site Work the

Contractor shall contact the City of Winnipeg, Geomatics Services Branch at 986-4826 (8:00 am to 4:00 pm Monday to Friday excluding holidays) to obtain underground clearance. Geomatics Services will locate and mark all known outline survey monuments and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.

- D22.3 Where a survey post, bar or control monument lies in the line of the proposed Work and must be disturbed, the Contractor shall provide the Contract Administrator with 48 hours notice to permit referencing for future replacement, at no cost to the Contractor. Failure to provide the specified notice shall result in the Contractor paying for all costs associated with replacing or relocating the disturbed outline survey monuments and geodetic control monuments.
- D22.4 Survey monuments and geodetic control monuments at or adjacent to the Site, not in the line of the proposed construction that are damaged or disturbed by the Contractor shall be replaced or relocated by the City or its agent and all associated costs shall be paid for by the Contractor. An approximate estimate of the costs involved to restore a legal survey monument is \$1,000 per bar and \$3,000 per control monument. Contractors must ensure their landscaping and other subcontractors are aware of this clearance procedure and the potential restoration costs.
- D22.5 Where possible, amounts owed to the City in accordance with the above will be deducted from any payments to be made by the City to the Contractor.

### **D23. SITE ENCLOSURES**

- D23.1 Temporary Site enclosures, as determined necessary at the pre-construction meeting, shall be erected and maintained as required for the duration of the construction period.
- D23.2 Site enclosures shall be considered incidental to the Contract Work.

### **CONTROL OF WORK**

#### **D24. JOB MEETINGS**

- D24.1 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.
- D24.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

#### **D25. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D25.1 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**

#### **D26. PAYMENT**

- D26.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **WARRANTY**

### **D27. WARRANTY**

D27.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D27.1.1 For the purpose of Performance Security, the warranty period shall be one (1) year.

### **D28. SITE RESTORATION**

D28.1 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 for

BID OPPORTUNITY NO. 280-2009

BAYVIEW AND HATCHER PARK PLAYGROUND EQUIPMENT

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 as to Principal if no seal)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)





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 Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- 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>
L1.1	Bayview Park – Playground Plan
L1.2	Hatcher Park – Playground Plan
SCD 651	Pedra Single Timber Edging Detail

### Site Development

#### E2. EXCAVATION AND DISPOSAL

- E2.1 General Description
- E2.1.1 This specification shall cover the excavation and legal disposal of existing surface and subsurface materials to accommodate new surfacing materials and installations. It shall amend and supplement CW 3110- latest revision.
- E2.1.2 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 specified herein.
- E2.1.3 Work shall include but not be limited to the following:
- (a) Excavate and legally dispose of turf areas, topsoil and subgrade materials to the limits shown on Drawings L1.1 and L1.2 to the depths required to achieve finish grade for:
    - (i) Safety surfacing within proposed Bayview Park Play Area, and;
    - (ii) Safety surfacing within proposed Hatcher Park Play Area.
- E2.2 Construction Methods
- E2.2.1 Excavation and disposal includes the removal of all materials within playground areas as indicated on the Drawings and as directed by the Contract Administrator. Work includes the satisfactory disposal of unsuitable material such as clays susceptible to frost-heaving, silts, rock rubble rubbish and any surplus suitable material.
- E2.2.2 Do not disturb adjacent surface materials designated to remain in place. Damage to be repaired at Contractors own cost.
- E2.2.3 Disposal of material shall be understood to mean the hauling of all 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.

E2.2.4 Contractor to ensure excavation is reviewed and approved on site by contract administrator prior to installation of play area surfacing.

E2.2.5 Excavations are to be coordinated with the installation of play equipment so as not to leave an open excavation area subject to ponding water.

E2.2.6 Excavate to the limits shown and as necessary to achieve finish grades:

- (a) Safety Surfacing in Bayview Park and Hatcher Park Play Areas – to accommodate a surfacing in accordance with CSA standards, design submission and required depth for safety.

E2.3 Method of Measurement

E2.3.1 Method of Measurement shall be as follows:

- (a) Excavation and disposal for new play areas shall be measured on a square metre basis for "Excavate and legally dispose of material for new play areas" on Form B: Prices.

E2.3.2 Basis of Payment shall be as follows:

- (a) Excavation and disposal will be paid for at the Contract Unit Prices on Form B: Prices. The amount to be paid for shall be the total number of units, measured as specified herein, which price shall be for 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. TIMBER EDGING**

E3.1 General Description

E3.1.1 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the drawings and specifications.

E3.1.2 This specification shall cover the supply and installation of timber edging to contain the safety surfacing for the new play area.

E3.2 Materials and Construction Method

E3.2.1 Layout shall be as the dimensions on the drawings. The edging must provide for adequate safety surfacing area beneath play equipment, based on the most recent CSA safety zone requirements.

E3.2.2 A 3.0 metre (10') offset shall be maintained from all existing trees unless otherwise noted.

E3.2.3 All bottom timbers to be ACQ pressure treated (P.T.) pine, No.2 or better, no wane, bark, checking or splitting permitted. Wood shall be smooth and free of rough areas. All bottom timber to be 140mm x 140mm to be longest lengths possible with a minimum length of 1200mm.

E3.2.4 Timbers shall be installed as per Details SCD-651. Base course timbers shall be pinned with a minimum of two (2) 19mm diameter by 500mm long rebar at maximum 1200mm O.C.

E3.2.5 All capping wood to be 32mm x 150mm Pedra wood, minimum length 1200mm. Pedra cap joints to be offset from bottom timber joints by a minimum of 450mm. Pedra caps shall be pre-drilled, set with grain of wood curved down, and fastened to base course with yellow zinc plated deck screws treated for ACQ use and sized to suit. Pedra capping above base course shall be secured with double row of deck screws offset at 225mm and installed at 600mm O.C. Timber edging is incidental to the work under this specification. No separate measurements or payment will be made.

- E3.2.6 Geotextile fabric shall be in accordance with CW 3130-latest revision, and installed between the crushed granular base and the safety surfacing, as per Drawing SCD-651. Geotextile is incidental to the work under this specification. No separate measurement or payment will be made.
- E3.2.7 All timbers shall be cut neatly for a proper fit with no spaces or gaps between. All cuts shall be stained before being secured. Finished elevations shall ensure that all timbers are smooth, level, set plumb and spaced uniformly.
- E3.2.8 All granular base material shall conform to CW 3110- latest revision and CW3130- latest revision. 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.
- E3.2.9 Granular base shall be installed as per Drawing SCD-651 and compacted to a minimum of 95 percent Standard Proctor Density. Supply and installation of granular base material is incidental to the work under this specification. No separate measurement or payment will be made.
- E3.2.10 The layout of the timber edging shall be coordinated with the installation of the play equipment to ensure that the proper safety zones are created around the equipment.
- E3.2.11 Contractor to layout on site for review and approval by Contract Administrator prior to construction.
- E3.3 Method of Measurement and Basis of Payment
- E3.3.1 Method of Measurement shall be as follows:
- (a) Timber edging will be measured on a linear metre basis for:
    - (i) "supply and install new timber edging" as indicated on Form B: Prices
  - (b) Timber Edging will be measured on a linear metre basis. The linear metre to be paid for the total number of linear metre of Timber Edging that are installed in accordance with this Specification and the Construction Drawings, and as acceptable to the Contract Administrator.
- E3.3.2 Basis of Payment shall be as follows:
- (a) Timber edging will be paid for at the Contract Unit Prices per linear metre for Items noted as and measured as specified herein. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

#### **E4. PROTECTIVE SURFACING**

- E4.1.1 Description
- (a) This specification shall cover the supply and installation of Wood fibre surfacing within the play area, as shown on the Drawings.
- E4.1.2 Materials
- (a) Wood fibre product shall be either Zeagar Woodcarpet or Fibar FibarSystem 200 or Fibar FibarSystem 300 products or substitute in accordance with B6.
    - (i) Contact for Woodcarpet:  
Zeagar Bros. Inc.  
4000 East Harrisburg Pike ·  
Middletown, PA 17057  
USA  
Ph: (1-888) 346-8524 or (717) 944-7481 ·  
Fax (717) 944-7681  
[sales@zeager.com](mailto:sales@zeager.com)

- (ii) Contact for Fibar FibarSystem 200 or FibarSystem 300:  
The Fibar Group LLC  
80 Business Park Drive, Suite 300  
Armonk, NY 10504-1705  
USA  
Ph: (800) 342-2721  
Fax: (914) 273-8659  
[info@FibarPlaygrounds.com](mailto:info@FibarPlaygrounds.com)

- (b) Wood fibre surfacing shall include wood fibre, filter cloth, subsurface drainage system and mats for bottom of slides, under swings, and at each accessible entrance to the Play Area. Mat and drainage layout to be provided on design drawings. All work and materials included to the unit price bid for supply and installation of wood fibre safety surfacing.

#### E4.1.3 Construction Methods

- (a) Wood fibre shall be installed within the play area, as defined by the timber edging, to the minimum depth required by CSA standards (after compaction). In play areas where the maximum fall height is greater than 2.4m (8'), depth of material to directly correspond to maximum fall height of play equipment in accordance with manufacturer's specifications and CSA standards.
- (b) The installation of the wood fibre shall be done immediately after the play equipment has been installed.
- (c) Installation of entire system, including fibre, filter cloth, subsurface drainage and mats shall be done according manufacturer's instructions. Contractor to ensure adequate drainage within play equipment area must be ensured as per same.
- (d) Installation shall be done by equipment sized to suit the Work being done and the wood fibre shall be spread by hand as necessary in the immediate vicinity of the play equipment so as not to damage same. The play equipment shall be swept clean to the satisfaction of the Contract Administrator after installation of the wood fibre.

#### E4.2 Method of Measurement and Basis of Payment

##### E4.2.1 Method of Measurement shall be as follows:

- (a) Protective Surfacing will be measured on a square metre basis for "Supply and install wood fibre protective surfacing in play areas including fibre, cloth and drainage" on Form B: Prices.

##### E4.2.2 Basis of Payment shall be as follows:

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

### Play Equipment

#### E5. GENERAL COMMENTS

- E5.1 This specification shall cover the supply and installation of the play equipment as listed below and specified herein.
- E5.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the drawings and specifications.
- E5.3 The Contractor shall obtain all approvals including the requisite Development Permit.

- E5.4 For vandalism and safety reasons, the Play Equipment for both the Bayview Park and Hatcher Park Play Areas shall have a minimal amount of plastic components as well as allow for clear sight lines through the structure.
- E5.5 Bayview Park Play Area:
- (a) Approximately 25-30% of play equipment budget;
  - (b) The play equipment shall be comprised of a play structure and as independent components designed for children and adults;
  - (c) Play structure must provide the following play activities:
    - (i) Balancing;
    - (ii) Sliding;
    - (iii) Climbing;
    - (iv) Social play; and
    - (v) Spinning.
  - (d) Individual components must include minimum:
    - (i) one (1) parallel bars;
    - (ii) one (1) horizontal bar;
    - (iii) two (2) spring step/pods;
  - (e) The design submission shall be evaluated as per B16.5.1.
- E5.6 Hatcher Park Play Area:
- (a) Approximately 70-75% of play equipment budget;
  - (b) Play equipment shall be comprised of a play structure and independent components to be designed for children ages 18 months – 5 years;
  - (c) Play equipment must include minimum
    - (i) two (2) spring riders;
    - (ii) 2 bay toddler swing
  - (d) The play structure shall comprise of an accessible structure or equipment that may include ramps or transfer platforms as well as ground-level equipment. The design submitted shall include non-traditional play equipment that minimizes the use of decks, therefore enabling access components from a multitude of points and creating an inclusive play area for all abilities.
  - (e) The play equipment must provide the following play activities:
    - (i) Balancing;
    - (ii) Climbing;
    - (iii) Creative/ imaginative play;
    - (iv) Motion (ie. Springing, spinning, etc.);
    - (v) Any other play activities that budget and space allows.
  - (f) The design submission shall be evaluated as per B16.5.2
- E5.7 If colour is a feature of posts, top caps and panels, the Contract Administrator shall have the ability to modify specified colours from the proposed design after Contract Award. If the price of the equipment in the Bid Submission is subject to the colours of the proposed design, this must be indicated in the Bid Submission.
- E5.8 Components which are unacceptable are the following:
- (a) Wooden structures;
  - (b) Tube (enclosed) slides and enclosed crawl tubes;
  - (c) Play panels with many small moving parts;

- (d) Talk tubes;
- (e) Binoculars / telescopes;
- (f) Barrel rollers; and
- (g) Large number of plastic components.

E5.9 Components which are generally not accepted but may be considered are the following:

- (a) Cable rides;
- (b) Sand diggers;
- (c) Merry-go-rounds; and
- (d) Tire swings.

## **E6. PLAYSTRUCTURES**

E6.1 General Description

E6.1.1 This specification shall cover the supply and installation of one or more Playstructures as specified herein.

E6.1.2 Further to B16.5.2(a) which reads "uniqueness of components as compared to similar playgrounds components within walking distance (400m) of the park", the play equipment within walking distance (400m) to Bayview Park is located at:

- (a) Bayview Drive tot lot;
- (b) Wayota Street tot lot;
- (c) Arthur Day School;
- (d) Harold Hatcher Elementary;
- (e) Oxford Heights Community Centre.

E6.1.3 Further to B16.5.2(a) which reads "uniqueness of components as compared to similar playgrounds components within walking distance (400m) of the park", the play equipment within walking distance (400m) to Hatcher Park is located at:

- (a) Cedar Ranch Park;
- (b) Bernie Wolfe School.

E6.1.4 Play equipment shall be installed in the play areas as shown on the Drawings. The play equipment and their safety zones shall fit into the proposed play areas as shown on the Drawing. Efficiency and good use of space will be considered in the evaluation of submissions.

E6.2 Materials

E6.2.1 Posts / Caps

- (a) All posts shall be a minimum 5" O.D. round or 4" square tubing.
- (b) 3.5 " O.D. round or 3.0" square tubing will be permitted in circumstances where a multi-deck structure has decks of varied heights which are all under 4', or for structures with 2 decks or less.
- (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.

E6.2.2 Decks (if applicable)

- (a) All decks shall be manufactured from vinyl-coated perforated steel or a steel core composite. Deck heights may vary to a maximum height of 6'.

E6.2.3 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.

E6.2.4 Handrails, Safety Rails and Handloops (if applicable)

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

E6.2.5 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.

E6.2.6 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.

E6.2.7 Slides (if applicable)

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

E6.2.8 Each playstructure shall have kick plates and hand loops as required to meet the most recent Canadian Standards Association Standards.

E6.3 Installation

E6.3.1 Play equipment shall be installed as per manufacturer's specifications and in accordance with the most recent Canadian Standards Association Standards.

E6.3.2 All posts and other vertical items shall be plumb and true to vertical, if so designed.

E6.3.3 All decks shall be level, if so designed.

E6.4 Method of Measurement and Basis of Payment

E6.4.1 Method of Measurement shall be as follows:

- (a) The Playstructure will comprise only part of the overall play equipment, measured on a lump sum basis for the two separate play areas
  - (i) "Supply and Install Bayview Park play equipment," on Form B: Prices.
  - (ii) "Supply and Install Hatcher Park play equipment," on Form B: Prices.

E6.4.2 Basis of Payment shall be as follows:

- (a) Playstructures will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be

full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

## **E7. INDEPENDENT COMPONENTS**

### **E7.1 General Description**

- E7.1.1 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the specifications.
- E7.1.2 This specification shall cover the supply and installation of Independent Components as specified herein.
- E7.1.3 Independent Components shall be installed as per the proposed design, as the proposed budget will allow.
- E7.1.4 Independent Components shall be installed in the available areas as shown on the Drawings. The Components and their safety zones must fit into the proposed play area.

### **E7.2 Materials**

- E7.2.1 All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all parts and materials.
- E7.2.2 There shall be a minimum (or no) amount of hollow plastic components. Solid plastic is acceptable.
- E7.2.3 There shall be a minimum amount of solid elements which limit visibility through the Site.
- E7.2.4 **Fasteners**
  - (a) All hardware shall be tamper-proof in design and requiring special tools. It shall be either carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel. All necessary hardware and tools shall be provided.
- E7.2.5 **Finishes**
  - (a) Finishes shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating.
- E7.2.6 **Slides**
  - (a) If an independent slide is proposed, stainless steel is preferred. If other slides are proposed on the Site one may be plastic. North or east orientation preferred. If independent slide over 4' high is proposed, support posts must be minimum 5"O.D.
  - (b) Tube (enclosed) slides and plastic spiral slides will not be accepted.

### **E7.3 Method of Measurement and Basis of Payment**

- E7.3.1 **Method of Measurement shall be as follows:**
  - (a) As identified in E6.4.1, measurement will be incorporated into the lump sum cost for each play area. As such, no separate measurement will be made for Independent Components.
- E7.3.2 **Basis of Payment shall be as follows:**
  - (a) No payment will be made for Independent Components as these items are incidental to E6.4.2.

## **E8. FOUNDATIONS**

### **E8.1 General Description**

E8.1.1 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 –latest revision - Concrete to be used in Underground Works, is to be utilized in the installation of the concrete works for all below ground components.

## E8.2 Materials

E8.2.1 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.

## E8.3 Installation

E8.3.1 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.

E8.3.2 All concrete footings for play equipment shall be a minimum of 3' depth, or in accordance with Manufacturer's specifications, whichever is greater.

## E8.4 Method of Measurement and Basis of Payment

E8.4.1 Method of Measurement shall be as follows:

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

E8.4.2 Basis of Payment shall be as follows:

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

## **E9. MAINTENANCE KITS**

E9.1 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.

E9.2 There shall be no payment for the maintenance kits.