



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 56-2016

MAGNUS ELIASON RECREATION CENTRE – PLAYGROUND REDEVELOPMENT

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 MAGNUS ELIASON RECREATION CENTRE – PLAYGROUND REDEVELOPMENT

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 23, 2016.
- 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.
- B3.2 The Bidder is advised that that the primary construction access will be off of the rear City lane.

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. CONFIDENTIALITY

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
 - (b) becomes publicly known other than through the Bidder; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 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.
- B6.2 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.
- B6.2.1 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/>
- B6.2.2 The Bidder is responsible for ensuring that he/she 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.
- B6.2.3 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.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 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.
- B7.4 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.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her 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.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.

- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her 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 B18.
- B7.9 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.

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Design drawings as per B13;
 - (d) Component Descriptions as per B14.
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 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.
- B8.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.5 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
- B8.5.1 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.
- B8.6 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.7 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 B18.1(a).
- B8.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204 949-1178.

B8.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B8.8.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B9. BID

B9.1 The Bidder shall complete Form A: Bid, making all required entries.

B9.2 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/her own name, his/her 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/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 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.

B9.4 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/her 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/her 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.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B9.4.2 All signatures shall be original.

B9.5 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.

B10. PRICES

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.2 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.

B10.3 The Bidder must complete the Approximate Quantity column for items 18 and 19 on Form B: Prices. These quantities are dependent on the proposed design submitted.

B10.4 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications, except for Unit Price Items 18 and 19.

B10.5 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. DISCLOSURE

B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are:

(a) N/A

B11.3 Additional Material:

(a) N/A

B12. QUALIFICATION

B12.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; 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.

B12.2 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>

B12.3 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);

B12.4 Further to B12.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractors has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or

- (c) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.)

B12.5 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.

B12.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13. DESIGN DRAWINGS

B13.1 The Bidder shall submit drawings (maximum 11" x 17" size) that illustrate the proposed design and play equipment, such as plan, perspective and any other submissions to illustrate the design intent. At least one overall Site plan drawing must be submitted showing the location of play equipment within the allocated space. The play structure drawing shall clearly show the walkways which connect up to the play structure areas, so the accessibility route can be determined, from the walkway to the play structure. The type of rubber surfacing ie: precast tile or poured in placed, must be shown and clearly defined on the drawing submissions. Additional drawings may be requested prior to award for more detailed information.

B14. COMPONENT DESCRIPTION

The Bidder shall submit component description and / or graphic or catalogue reference outlining specifications of play components should the play structure drawings not be able to communicate the information properly. It is highly recommended that the drawing submissions illustrate and show the nature of play components over using references to the catalogues.

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

B15.1 Bids will not be opened publicly.

B15.2 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>

B15.3 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/>

B15.4 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.

B16. IRREVOCABLE BID

B16.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B16.2 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.

B17. WITHDRAWAL OF BIDS

- B17.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B17.1.1 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.
- B17.1.2 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.
- B17.1.3 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 B17.1.3(b), declare the Bid withdrawn.
- B17.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B16.2 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.

B18. EVALUATION OF BIDS

- B18.1 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 or acceptable deviation there from (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
 - (c) Bid Price (10 points)
 - (d) Design Drawings, durability and Component Description (90 points) pursuant to B13 & B14;
 - (e) economic analysis of any approved alternative pursuant to B7.
- B18.2 Further to B18.1(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.
- B18.3 Further to B18.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B18.4 Further to B18.1(c), the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B18.4.1 Further to B18.1(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.
- B18.4.2 Further to B14.1(c) the Award Authority may reject a Bid as being non-responsive if it exceeds the budget as shown on Form B: Prices.
- B18.4.3 The 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.

B18.5 Further to B16.1(d). Play Areas shall be evaluated with a weighting of 90 points out of a total of 100 possible points. Play Areas will be evaluated considering the Bidder's Bid Submission and any other information required.

B18.5.1 The Design shall be evaluated on the following criteria:

- (a) compliance with CSA Standards (pass/fail);
- (b) The play structure shall be geared for age 5-12. Five points (5) shall be available for complying with proportioning of the play value (maximum 5 points).
- (c) play value (maximum 30 points):
 - (i) 5 points – Sensory/ Imaginative Play component(s), including fine motor skills;
 - (ii) 9 points – Climbing Component(s);
 - (iii) 7 points – Motion Component(s);
 - (iv) 2 points – Sliding Component(s);
 - (v) 7 points - Provides opportunities for appropriate social / interpersonal interaction and cooperative play.
- (d) Designed for inclusive play using Universal Design principles (maximum 10 points):
 - (i) Complies with section 2.3.5 of the 20015 City of Winnipeg Accessibility Design Standards (www.winnipeg.ca/ppd/Universal_Design.stm)(pass/fail);
 - (ii) 4 points - Layout of the play area for integration of wheelchair accessible components to promote inclusive play;
 - (iii) 4 points – Provision of tactile and auditory play experiences.
 - (iv) 2 points – layout of the play area for persons with visual impairment
- (e) Layout/circulation (maximum 5 point):
 - (i) 2 points -Efficient use of space within the full area allocated for the play equipment
 - (ii) 2 points - Layout / orientation of components on Site and in relation to surrounding park amenities and seating areas;
 - (iii) 1 points - Slide orientation (metal facing north or east facing).
- (f) Durability and Performance(maximum 35 points):
 - (i) The Bidder is advised this Site / neighbourhood has a high rate of vandalism, and as such it is critical the play equipment be as vandal resistant as possible. The play equipment should not contain large numbers of components which can be easily damaged or vandalized. The Bidder should try and minimize the use of plastic components. Thirty five (35) points are available for equipment which shows resistance against vandalism and yet contains high play value.
 - (ii) Use of durable / tamper-resistant materials, low maintenance finishes and connector systems & ease of repair / replacement of the products used with the playground area.
 - (iii) History of previous product or installation issues will also be assessed, for projects installed in the last three (3) years, where construction or product issues are known. This product/installation history will not be taken into account for new Bidders, where there is no history of Work with the City of Winnipeg, or where the product has not been installed on previous City of Winnipeg projects.
- (g) Drawing and Design Submission Clarity (maximum 5 points):
 - (i) 2 points- Drawing submission including complete Site plan including all surrounding site amenities within 20 metres of the play area and clearly showing the location of all play equipment, safety surfacing and timber edging boundaries, walkways connections, and all Site restoration requirements.
 - (ii) 3 points – clarity of drawings, play component literature, photos, 3-d drawings, isometrics, and all other data submissions that allow the design submission to be clearly understood.

B18.6 Further to B18.5.1(a), if Contractor states play equipment components are compliant with CSA Standards which are not, liquidated damages shall be charged as per D15, should this result in additional design and/or meeting time on the part of the Contract Administrator.

B19. AWARD OF CONTRACT

B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B19.2 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.

B19.2.1 Without limiting the generality of B19.2, 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.

B19.3 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, in accordance with B18.

B19.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

B19.4 Notwithstanding C4, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B19.5 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 http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or sub-clause with the prefix “**C**” designates a section, clause or sub-clause 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 Work to be done under the Contract shall consist of the supply and installation of play equipment at Magnus Eliason Recreation Centre, located at 430 Langside Street in Winnipeg.

D2.2 The major components of the Work are as follows:

- (a) demolition of surface materials and fencing, including 3 trees
- (b) rough grading
- (c) Wood frame / chain link fencing
- (d) Limestone planter walls
- (e) Gravel paving
- (f) Sodding and shrubs
- (g) Play equipment
- (h) Rubber surfacing
- (i) Wood edging

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is Ken Rech Landscape Architects Inc., represented by:

Ken Rech
Landscape Architect
Telephone No. 204 489-6616
Email: kenrech@mts.net

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

D3.3 Bids Submissions must be submitted to the address in B8.5.

D4. CONTRACTOR'S SUPERVISOR

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

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

- D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. NOTICES

- D6.1 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.
- D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the facsimile number identified in D3.1.
- D6.3 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 facsimile number:
- The City of Winnipeg
Chief Financial Officer
Facsimile No.: 204 949-1174
- D6.4 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 facsimile number:
- The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155
- D6.5 Bids Submissions must be submitted to the address in B8.5.**

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 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.

D8. SAFE WORK PLAN

- D8.1 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.
- D8.2 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>

D9. INSURANCE

D9.1 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 and Ken Rech Landscape Architects Inc, 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) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) all risks installation floater, carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 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.

D9.4 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.

D10. PERFORMANCE SECURITY

D10.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), 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.

D10.1.1 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.

D10.2 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.

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.

SCHEDULE OF WORK

D12. COMMENCEMENT

- D12.1 The Contractor shall not commence any Work until he/she 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 D7;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D8;
 - (iv) evidence of the insurance specified in D9;
 - (v) the performance security specified in D10;
 - (vi) the Subcontractor list specified in D11; and
 - (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.
- D12.3 The Contractor shall not commence the Work on the Site before September 6, 2016.

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 re-inspected.
- 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 re-inspected.
- 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 Substantial Performance and Total Performance in accordance with the Contract by the day fixed herein for Substantial Performance and 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 Substantial Performance or 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 Substantial Performance or 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.

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) Topsoil and Sod as specified in E17;
- 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.

CONTROL OF WORK

D17. JOB MEETINGS

- D17.1 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.
- D17.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D18. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D18.1 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).

D19. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D19.1 Further to B12.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.4.

WARRANTY

D20. WARRANTY

D20.1 Warranty is as stated in C13.

FORM H1: PERFORMANCE BOND
(See D10)

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. 56-2016

MAGNUS ELIASON RECREATION CENTRE – PLAYGROUND REDEVELOPMENT

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)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D10)

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 56-2016

MAGNUS ELIASON RECREATION CENTRE – PLAYGROUND REDEVELOPMENT

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 (2007 Revision), International Chamber of Commerce Publication Number 600.

(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> |
|--------------------|------------------------------------|
| L-1 | Existing Site / Demolition Plan |
| L-2 | New Overall Site Plan |
| L-3 | Play Area Plans |
| L-4 | Miscellaneous Details |
| SCD-105A | Post and Chain Fencing |
| SCD-121 | Tache Bench Composite |
| SCD-152B | Chain Link Fencing with P.T. Posts |
| SCD-153 | English Park Sign w / Address |
| SCD-651A | Double Timber Edging with Cap |

E2. EXISTING SERVICES AND UTILITIES

- E2.1 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.

E3. ACCESS TO SITE

- E3.1 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.
- E3.2 The Contractor is responsible to correcting all Site damage as a result of their operations, or accessing the Site at no further cost to the City. All repairs must be done to pre-construction conditions.
- E3.3 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.
- E3.4 The main construction access point shall be via the City rear lane. The Contractor should minimize crossing over the City walk and boulevard along Langside Blvd. as this street is heavily utilized for residential parking and the sidewalks have a lot of foot traffic.
- E3.5 The Contractor is responsible for repairing any paving or grass damaged as a result to accessing the various Work areas, at no further cost to the City.

E3.6 All construction equipment must be contained within the construction area and not on the street.

E4. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES

E4.1 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.

E4.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.

E4.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.

E4.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.

E4.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.

E4.6 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.

E5. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY

E5.1 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.

E5.2 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 protection as approved by the Contract Administrator. There are at least seven (7) trees which will require protection, close to the Work area.
- (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) The Contractor is made aware there is one very large Poplar tree, which surface roots run above the grass level, and the Contractor shall protect and minimize damaged to those roots. An allowance of 150 mm depth of topsoil has been made to bury the above grade roots, in lieu of cutting or removing the roots. New grass will be installed over the 150 mm depth of new topsoil.

- (e) 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.

E5.3 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.

E5.4 No separate measurement or payment will be made for the protection of trees.

E6. SITE RESTORATION

E6.1 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.

E7. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT

E7.1 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.

E7.2 Ambulance/ Emergency vehicle access must be maintained at all times.

E8. SITE ENCLOSURES

E8.1 Temporary Site enclosures, The Contractor must fence off the Work area with a bright orange safety fence, securely staked to keep the fence in an upright position. This fence shall be installed at the commencement of construction and be maintained until the safety surfacing and topsoil and sod has been installed. The Contractor is made aware this construction zone is located immediately beside a high use water splash pad and recreational playspace.

E8.2 Site enclosures shall be considered incidental to the Contract Work.

E9. GENERAL SITE DEMOLITION, EXCAVATION, AND ROUGH GRADING

E9.1 General Description

E9.1.1 This specification shall cover the removal of existing paving, chain link fencing, 3 trees, miscellaneous site furnishings, and removal of the timber edging and as noted on drawing L1.

E9.1.2 The Contractor shall access the Work area via the City rear lane. For further information on the site access and restoration requires see section E3: Access to the Site.

E9.1.3 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.

E9.1.4 Existing paving demolition:

(a) Portions of the existing asphalt walkway and granular base are to be removed as located and shown on detail 1-L1. The Contractor shall sawcut completely through the existing asphalt paving to the shape shown on drawing detail 1-L1, to create a clean break from the existing paving to remain. There is also a small area of asphalt paving located within the old play equipment area which is to be removed.

(b) The existing asphalt paving, granular base and sub grade shall be removed to 225 mm below new finish grade elevations and legally disposed off-site.

E9.1.5 Existing timber edge demolition:

(a) The old timber edge around the old play equipment, which play equipment has already been removed, is to be removed including any pins, and be legally disposed of off-site.

E9.1.6 Old granular base below the play equipment demolition:

(a) The old gravel paving which was located below the old rubber surfaced play equipment area, is to be removed to a 200 mm depth and legally disposed of off-site. The rubber pavers have already been removed by the City.

E9.1.7 Existing tree removal:

(a) Three (3) existing trees are to be removed, complete with the tree stump to 200 mm below finish grade elevations, as shown on drawing detail 1-L1, and legally disposed off-site.

(b) The holes shall be backfilled with topsoil and the surface repaired to match existing surrounding materials ie: sod or wood chip.

E9.1.8 Existing metal bench removal:

(a) Two (2) existing metal benches are to be removed complete with concrete footings, as shown on drawing detail 1-L1, and legally disposed off-site.

(b) The holes shall be backfilled with compacted sand to 150 mm below new finish grade elevations;

E9.1.9 Existing wood bollard removal:

(a) Ten (10) existing wood bollards along Langside Street are to be removed, as shown on drawing detail 1-L1, and legally disposed off-site.

(b) The holes shall be backfilled with compacted sand to the new finish grade elevations

(c) There is also one concrete footing located within the south walkway access to the site, and as shown on drawing detail 1-L1, which is to be removed to a min. 600 mm depth below finish grade elevation.

E9.1.10 Existing chain link fence removal:

(a) Portions of the existing chain link fence are to be removed as shown on drawing detail 1-L1.

(b) The entire chain link fence located completely around the splash pad is to be removed. Where the existing fence posts are located in asphalt paving they shall be gently removed, complete with concrete footings and the holes backfilled with compacted sand. The Contractor shall sawcut any asphalt damage to a clean shape and install a 75 mm compacted depth of asphalt paving, so the asphalt paving is flush with the surrounding paving. The Contractor must protect the existing surrounding asphalt paving which is to remain, and repair any damage to it, as a result of their construction activity.

(c) Where the chain link fence posts and concrete footings are removed in grassed areas, the holes shall be backfilled with compacted sand to 75 mm below finish grade, and a 75 mm depth of topsoil installed, and the surface sodded.

E9.1.11 Miscellaneous sod surfacing removal:

- (a) Portions of the existing grass and topsoil will also have to be removed to the new limits of sod restoration shown on drawing detail 1-L2. The Contractor shall take care not to damage the one large Poplar tree roots which are above the grass as noted in E5.2(d).

E9.2 Rough Grading Construction Methods

- E9.2.1 Excavation includes the removal of existing surface vegetation/sod to the limit of new Sod Restoration, and excavation to new paving surface sub-grade elevations. 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.
- E9.2.2 Do not disturb existing surrounding trees, sodded areas shown to remain, or existing paving shown to remain.
- E9.2.3 Disposal of material shall be understood to mean the hauling of all unsuitable material from the Site and the unloading in a legal manner acceptable to the Contract Administrator. If arrangements are made in advance excavated material may be disposed of on Site at a location designated by the Contract Administrator.
- E9.2.4 Contractor must coordinate with the Contract Administrator to ensure all removals have occurred.
- E9.2.5 Excavation should be coordinated with the new paving surfaces and sodding so as not to leave open excavation areas subject to ponding water.
- E9.2.6 Where fill is required to bring the subgrade up to the proper subgrade elevation use compacted clay fill, sloped to match the finish grade elevations. Fill below newly sodded areas shall be installed to the respective subgrade elevation based on whether 75 mm or 150 mm of topsoil will be installed.
- E9.2.7 Compaction for all sub grade surface shall be 100 % Standard Proctor Density.

E9.3 Method of Measurement and Basis of Payment

E9.3.1 Method of Measurement shall be as follows:

- (a) General site demolition, excavation, and rough grading shall be measured on a lump sum basis for:
 - (i) Item 1: "Demolition allowance: 3 trees, asphalt paving, wood edge, gravel base, wood bollards, chain link fence, etc." on Form B: Prices.
 - (ii) Item 2: "Site Rough grading" on Form B: Prices.
 - (iii) Item 3: "Patch asphalt paving where old fence posts were removed around existing splashpad" on Form B: Prices.
- (b) Basis of Payment shall be as follows:

General site demolition, excavation, and rough grading will be paid for on a Lump Sum Basis on Form B: Prices. The amount to be paid for shall be for the full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E10. EXISTING WATER WELL MODIFICATIONS

E10.1 General Description

- E10.1.1 This specification shall cover the lowering of the existing metal encased water well and as noted on drawing 1-L1 and detail 2-L1.
- E10.1.2 The existing water well is to be lowered by 440 mm, to allow it to be buried and sod installed over it.

E10.2 Construction Methods

- E10.2.1 The Contractor shall cut the metal wall casing to 440 mm below finished grade with a metal sawblade saw. The Contractor shall not allow any dirt or debris to fall down and within the well casing.
- E10.2.2 The upper old metal well casing is to be legally disposed of off-site.
- E10.2.3 The Contractor shall continuously weld a new 3 mm thick metal plate, to the top of the existing metal well casing, ensuring no ground water will be able to enter the well.
- E10.2.4 All new welds and metal cover shall be primed with a rustproof primer.
- E10.2.5 Finish metal surface by covering the primer paint with a 2 mm thick layer of clear silicone caulking, which has been brushed onto the surface using a paint brush. The silicone shall be installed down the side walls of the existing well casing, a min. of 50 mm.
- E10.2.6 Backfill over top of the well with compacted clay fill to 150 mm below the new finished grade elevations.

E10.3 Method of Measurement and Basis of Payment

E10.3.1 Method of Measurement shall be as follows:

- (a) The lowering of the water well casing shall be measured on a lump sum basis for:
- (i) Item 4: "Lower existing water well" on Form B: Prices.
- (b) Basis of Payment shall be as follows:

Lowering the existing metal encased water well will be paid for on a Lump Sum Basis on Form B: Prices. The amount to be paid for shall be for the full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E11. EXISTING MANHOLE MODIFICATIONS

- E11.1 This specification covers the modifications to one manhole as located on drawing 1-L3.
- E11.2 This specification shall amend and supplement City Specification CW 2030 and CW 2130 Gravity Sewer.
- E11.3 The manhole is to be raised by 150 mm, by adding a concrete ring, to suit the new grade elevations, and close proximity to the higher timber edge around the new play area.

E11.4 Method of Measurement and Basis of Payment

E11.4.1 Method of Measurement shall be as follows:

- (a) The raising the existing manhole will be measured on a lump sum basis and shall include the cost of the excavation and installation of a new ring, and replacing the metal cover and backfilling, as noted in the Form B: Prices for Item No: 5: "Raise existing manhole".

E12. PLAY EQUIPMENT

- E12.1 This specification shall cover the supply and installation of the Play Equipment as listed below and specified herein.
- E12.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the drawings and specifications.
- E12.3 The Contractor shall obtain all approvals including permit if required
- E12.4 Play Area:

- (a) The play equipment shall be installed in the area shown on drawing detail 1-L2 as noted below:
 - (i) The Senior play equipment for ages 5 -12, shall encompass the main play area.
- (b) Independent play components are not required, but their use is encouraged to increase play value, and to maximize the use of the site area.
- (c) The Contractor shall ensure any new play structures are located within the define play area footprint. The priority for play equipment shall be the installation of the senior play structure, as the first priority with as many independent play components as a secondary priority. The Contractor is made aware the shape and size of the footprint for the play areas, as defined by the edging as shown on drawing detail 1-L3, is the maximum area allowed, and is conceptual only, and can be a different shape. This footprint/area is intended to be large enough for a large playstructure to be installed or a smaller play structure with independent play components.
- (d) Drawing detail 2-L3 indicates how the play area may be reduced in terms of direction, should not as much space be required for play equipment. The shape is conceptual only and can be adjusted by the Contractor, to suit their play structure.
- (e) There is no overall theme for the play areas, and Bidders are free to choose their own theme if desired.
- (f) The play structure should maximize the amount of motion and climbing devices. The use of a large amount of platforms should be minimized.
- (g) Supervision and security is of prime importance, and the play structure orientation should maximize the visibility of its use, from the recreational centre building located on the north side of it, and from the public street and walkway located east of the play structure.
- (h) The design submission shall be evaluated as per B18.
- (i) Proposal may include independent play components not requiring safety surfacing, outside of or along the edge of granular walkway/play equipment areas.

E12.5 If colour is a feature of posts, top caps and panels, the Contract Administrator shall have the ability to modify specified colours from the proposed design after Contract Award. If the price of the equipment in the Bid Submission is subject to the colours of the proposed design, this must be indicated in the Bid Submission.

E12.6 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) Barrel rollers; and
- (f) Large number of plastic components.
- (g) Brightly coloured hoods or roofs

E12.7 Components which are generally not accepted but may be considered are the following:

- (a) Lightly coloured hoods or roofs.

E12.8 Play structure Equipment

E12.8.1 General Description

- (a) Play equipment shall be installed within the area as shown on the attached drawing detail 1-L2. Efficiency and good use of space will be considered in the evaluation of submissions, particularly layouts and orientations which allow good supervision of the play equipment.

E12.8.2 Materials

- (a) Posts / Caps
 - (i) All posts shall be a minimum 5" O.D. round or 4" square tubing.
 - (ii) 3.5 " O.D. round or 3.0" square tubing will be permitted in circumstances where a multi-deck structure has decks of varied heights which are all under 4', or for structures with 2 decks or less.
 - (iii) 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. The bottoms of all posts must have drain holes to allow moisture to escape.
 - (iv) Top caps shall be made of steel construction and shall be factory installed and secured in place with tamper proof, self-sealing rivets. Plastic top caps will be accepted if made of solid construction (hollow caps not accepted).
 - (v) If painted colour is a feature of posts and top caps, it shall be a baked-on polyester powder coating. The powder coating finish shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance.
- (b) Decks (if applicable)
 - (i) All decks shall be manufactured from vinyl-coated perforated steel or a steel core composite. Deck heights may vary to a maximum height of 6'.
- (c) Clamping System
 - (i) 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.
- (d) Handrails, Safety Rails and Handloops (if applicable)
 - (i) All handrails, safety rails and hand-loops shall be fabricated using a minimum of 15/16" (24mm) O.D. with .120" wall thickness steel tubing. After all fabrication activities have occurred including end cuts, drill holes, bends and weld joints, all components shall be hot dipped galvanized.
 - (ii) Smooth all cut edges and weld joints prior to hot dip galvanizing and ensure that all tubing is free from burrs, cracks, defects and other imperfections.
- (e) Hardware
 - (i) All fasteners shall be socketed and tamper proof in design, and either carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel.
 - (ii) All necessary hardware shall be provided.
- (f) Poly Components
 - (i) Poly components such as slides and hoods shall be fabricated from U.V. stabilized, rotationally molded linear low-density polyethylene.
 - (ii) Poly components such as play panels shall be fabricated from compression molded solid colour, U.V. stabilized, high-density polyethylene.
- (g) Slides (if applicable)
 - (i) All slides must be Stainless steel. Plastic is not permitted.
- (h) Each playstructure shall have kick plates and hand loops as required to meet the most recent Canadian Standards Association Standards.

E12.8.3 Installation

- (a) Play equipment shall be installed as per manufacturer's specifications and in accordance with the most recent Canadian Standards Association Standard.
- (b) The method of installation for the Play Equipment on these Sites shall be inground mount.
- (c) All posts and other vertical items shall be plumb and true to vertical, if so designed.
- (d) All decks shall be level, if so designed.

E12.9 Independent Components

E12.9.1 General Description

- (a) The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the specifications.
- (b) This specification shall cover the supply and installation of Independent Components as specified herein.
- (c) Independent Components may be installed as the proposed budget will allow to maximize the use of the space.

E12.9.2 Materials

- (a) All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all parts and materials.
- (b) There shall be a minimum (or no) amount of hollow plastic components. Solid plastic is acceptable.
- (c) There shall be a minimum amount of solid elements which limit visibility through the Site.
- (d) Fasteners
 - (i) All hardware shall be tamper-proof in design and requiring special tools. It shall be either carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel. All necessary hardware and tools shall be provided.
- (e) Finishes
 - (i) Finishes shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating.
- (f) Slides
 - (i) If an independent slide is proposed it must be stainless steel and be orientated north.
 - (ii) Tube (enclosed) slides, plastic spiral slides or any plastic slides will not be accepted.

E12.10 Method of Measurement and Basis of Payment

E12.10.1 Method of Measurement shall be as follows:

- (a) Play Equipment shall be measured on a lump sum basis for:
 - (i) Item 17: "Supply and install Age 2-15 play equipment" on Form B: Prices.

E12.10.2 Basis of Payment shall be as follows:

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

E13. FOUNDATIONS

E13.1 General Description

- E13.1.1 All posts, bases and anchors are to be set in concrete footings or piles to ensure stability and prevent frost heaving. Piles that may be approved includes a welded and secured railed system. Concrete to be used in Underground Works, is to be utilized in the installation of the concrete works for all below ground components.

E13.2 Materials

- E13.2.1 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.

E13.3 Installation

- E13.3.1 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.
- E13.3.2 All concrete footings for play equipment shall be a minimum of 3' depth, or in accordance with Manufacturer's specifications, whichever is greater.

E13.4 Method of Measurement and Basis of Payment

- E13.4.1 Method of Measurement shall be as follows:
- (a) Foundations shall be incidental to the measurement of Play Equipment listed above and as shown on Form B: Prices.
- E13.4.2 Basis of Payment shall be as follows:

No separate payment shall be made for play equipment foundations.

E14. MAINTENANCE KITS

- E14.1 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.

There shall be no payment for the maintenance kits.

E15. TIMBER EDGING

E15.1 General Description

- E15.1.1 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the drawings and specifications.
- E15.1.2 This specification shall cover the supply and installation of 2-tier timber edging with cap to contain the rubber safety surfacing as per Drawing SCD 651A.

E15.2 Materials and Method

- E15.2.1 Cap shall be Composite and solid such as Trex or substitute in accordance with B7, and shall not be treated. Colour of capping shall be light tan colour. Top edges of all exposed timbers shall have an 8mm (45°) chamfer. The composite cap shall be pre-drilled and screwed with two parallel screws at each end of the timber and at 600mm O.C. Tops of holes shall be tapered if required to allow for countersinking of all screw heads. All screws for securing cap to the pressure treated timber below shall be stainless steel, min. 50 mm lengths. Screw heads shall be countersunk the minimum necessary so as not to protrude above the cap, but not so deep as to hold water.
- E15.2.2 All wood for the bottom rows shall be pressure treated spruce, pine or fir, No. 2 or better, no wane, bark, checking or splitting permitted. Wood shall be smooth and free of rough areas. All timbers to be 150 x 150mm with full length timbers used whenever possible, and

a minimum length of 1200mm. All ends and cuts shall be treated with preservative before being secured.

- E15.2.3 Edging material shall be cut neatly for a proper fit with no spaces or gaps between. Finished elevations shall ensure that all edging material is smooth, level, set plumb and spaced uniformly.
- E15.2.4 Timbers shall be full length 4.88 metres (16') where possible. Minimum length shall be 1.8 (6') long.
- E15.2.5 The timber located along the new wood fence shall be installed tight to the wood posts. This timber edge is not to be installed until the fence framing and chain link mesh have been installed.
- E15.2.6 The one short section of wood edging located north of the wood chip mulched area may be a single layer timber c/w cap.
- E15.2.7 Turf shall be repaired as required around edging in accordance with City of Winnipeg Standard Specifications for Topsoil and Sodding.

E15.3 Method of Measurement and Basis of Payment

E15.3.1 Method of Measurement shall be as follows:

(a) Timber Edging will be measured on a per linear metre basis for:

- (i) Item 18: "Supply and install timber edge around new play equipment/rubber paving", on Form B: Prices. The Contractor shall ensure all quantities provided are sufficient to comply with CSA safety standards.

E15.3.2 Basis of Payment shall be as follows:

Timber edging will be paid for on a per lineal metre basis 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.

E16. RUBBER SAFETY SURFACING

E16.1 Description

- E16.1.1 This Specification shall cover the supply and installation of the Rubber Safety Surfacing within the play area. The rubber surface may be a precast tile format or a site poured in placed rubber.
- E16.1.2 All rubber surfacing must be installed to the manufacturer's recommendation and to comply with the current CSA Safety Standards for impact and protective zones. By submitting a bid the Contractor is acknowledging that their bid submission will comply with the Manufacturer's installation requirements, as well as the CSA Safety Standards. Upon completion of the project the Contractor must certify, and provide in writing, that the play equipment and rubber surfacing has been installed according to the Manufacturer's installation requirements, as well as complying with the CSA Safety Standards.

E16.2 Warranty

- E16.2.1 Materials and Workmanship: Poured in place playground safety surfacing shall be warranted for defects in materials and workmanship for 5 years from the date of completed installation. Playground pre-manufactured safety surfacing **tile** products, shall be warranted for defects in materials and workmanship for 5 years from the date of completed installation, and 10 years for any gluing or adhesive products used to fasten the tiles to one another, or to a base substrate. Should the glue or adhesive fail to secure the tiles to one another, or the base substrate, the tiles shall be replaced at no further cost to the City.

E16.3 Materials

E16.3.1 Both pre-manufactured tile systems, or poured in place rubber systems will be allowed. The Contractor must clearly indicate which product type they are utilizing.

E16.3.2 All rubber products must comply with the consumer product safety commission (CPSC) and ASTM 1292-99 fall height requirements based on total system thickness of impact course and wear course:

| FALL HEIGHT | SYSTEM THICKNESS |
|--------------|------------------|
| 1210mm (4') | 38mm (1.5") |
| 1829mm (6') | 64mm (2.5") |
| 2438mm (8') | 83mm (3.5") |
| 3048mm (10') | 114mm (4.5") |
| 3657mm (12') | 140mm (5.5") |
| 4267mm (14') | 165mm (6.5") |

E16.3.3 Provide colour sample for final approval 2 weeks prior to pouring rubber. Install 1x1m sample section of rubber to set standard of acceptance.

E16.3.4 All materials utilized for base courses, geotextiles, or drainage systems must be as recommended by the rubber surfacing manufacturer. The Contractor shall provide the Contract Administrator with a detail construction description of the installation layers of materials and methods, within 72 hours of a request for the information.

E16.4 Construction Method

E16.4.1 Prior to construction commencing, the Contractor shall provide the Contract Administrator with a detailed plan and section drawing, showing how the sub-drainage system will shed any rain water. The Contractor is advised the water may be shed towards the City walk, which is approx. 240 mm to 300 mm below the top of the rubber paving. The Contractor may also run a sub-drain pipe into the existing manhole, located at the northwest corner of the play area, by drilling through the manhole sidewall.

E16.4.2 Obtain Contract Administrator approval of adjacent wood edges prior to commencing rubber installation.

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

E16.4.3 Installation of the rubber safety surfacing shall be installed by a experienced, certified rubber installer that has completed at least 10 installations. Provide certification prior to commencing Work.

E16.4.4 Install play equipment in rubber areas prior to commencing rubber installation.

E16.4.5 Shape subgrade and ensure positive drainage towards the City walk or manhole as indicated in E16.4.1.

E16.4.6 Coordinate with play equipment supplier to confirm all safety zones and play equipment fall height rubber depth requirements. Depth standards as indicated above.

E16.4.7 Install base course and sub-drainage system as per manufacturer's Specifications, ensuring base course allows for the appropriate depth of rubber required under the play equipment.

E16.4.8 Obtain Contract Administrator's approval of base and compaction test results prior to installing rubber safety surface.

E16.4.9 Do not install rubber when overnight temperature will fall below 5° Celsius (40°F).

- E16.4.10 Install rubber base and wear course per manufacturer's written specifications to required depths for associated safety zones and to the profiles and connections indicated on the Detail 1-L3.
- E16.4.11 Obtain Contract Administrator's approval of rubber installation. Repair any deficiencies noted immediately.
- E16.4.12 Conduct an impact attenuation test through a certified laboratory. Provide test results to confirm installed poured rubber safety surfacing or tile systems meets the requirements of ASTM F-1292-99 and ASTM 1292-96. Rubber surfacing will not be accepted until test results are submitted and approved by the City of Winnipeg.
- E16.5 Method of Measurement and Basis of Payment
- E16.5.1 Method of Measurement shall be as follows:
- (a) The Rubber Safety Surfacing will be measured on a square metre basis for Item 19: "Supply and Install rubber paving to CSA Safety Standards" on Form B: Prices.
 - (b) The Bidder must indicate in Item No. 19 on Form B: Prices the required quantity of units, dependant on the submission. The Contractor shall ensure all quantities provided in the Unit price forms are sufficient to comply with the CSA safety standards.
- E16.5.2 Basis of Payment shall be as follows:
- (a) The Rubber 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.

E17. TOPSOIL AND SOD

- E17.1 Description
- E17.1.1 This Specification shall amend and supplement the City of Winnipeg Specifications CW 3510-R9, CW 3520-R5 and CW 3540-R5. The Contractor shall install mineral sod and a minimum 75mm or 150 mm compacted thickness of topsoil, as indicated on the drawings.
- E17.1.2 The Contractor shall install topsoil and sod to the full limit of Site construction including repairs to all areas outside the limit of grading as a result of their construction operations. On the outside of the new timber edge the sod shall be sloped away from the timber edge at a minimum 1%, maximum 10% slope. Where new sod meets existing sod it shall be cut into the existing sod to meet flush.
- E17.1.3 The topsoil depth below the sod shall be minimum 75 mm depth for the areas around the east play area and walkway restoration areas. The topsoil depth shall be a minimum 150 mm depth around the large open westerly play area. In general terms the westerly play area topsoil/sod is being built up over the existing grade in order to cover exposed tree roots.
- E17.1.4 Thirty (30) day maintenance period on sod will commence at Total Performance and acceptance.
- E17.2 Method of Measurement and Basis of Payment
- E17.2.1 Method of Measurement shall be as follows:
- (a) Sodding will be measured on a square metre basis for:
 - (i) Item 11: "Supply and install 150 mm depth topsoil and sod by old playstructure area" on Form B: Prices.
 - (ii) Item 12: "Supply and install 75 mm depth topsoil and sod around new play structure and walkway" on Form B: Prices.

E17.2.2 Basis of Payment shall be as follows:

Sodding will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total area, 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.

E18. SITE FURNITURE

E18.1 Description

E18.1.1 This specification shall cover the pickup and installation of new City supplied site furnishings: two (2) benches inground mount and one (1) Park Sign

E18.1.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work as shown on Drawing 3-L3 and specified herein. Supply includes pick up at the City of Winnipeg storage yard. There will be no charge for the supply of the benches and park sign.

E18.2 Materials

E18.2.1 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.

E18.2.2 City Supplied Site Furniture shall be:

- (a) Bench: Tache Composite Bench as per SCD-121, galvanize finished metal legs, inground mount or approved equal in accordance with B7. Two (2) benches required. The location where the benches can be picked up will be supplied at a later date.
- (b) Park Sign: English Park Sign with Address as per SCD-153, c/w wood posts. One (1) sign required. The sign will be supplied with two (2) wood posts and related fastening hardware.
- (c) The benches and signs can be picked up at the Parks and Open Space Maintenance Yard at 960 Thomas. Contact one of the following individuals upon award of the Contract to place the order and schedule the pick-up of the materials:
 - (i) Marc Laurin, Foreman 2: 204 479-5489
 - (ii) Derrick Downey, Summer Foreman: 204 391-2860
 - (iii) Todd Hendry, Summer Foreman: - Shop: 204 470-4834

E18.3 Construction Methods

- (a) All Work is to be located and installed in accordance with the Drawing 3-L3 or approved Contractor Site Plan, SCD-121R1, SDD-153 and following manufacturer's instructions, 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 by the Contract Administrator. The Contractor shall confirm proposed locations of all site furnishings with Contract Administrator prior to installation;
- (c) All furnishings and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering is prohibited;
- (d) Install as per manufacturer's instructions and the attached drawings.
- (e) Inground benches shall be installed in 300 mm dia. x 600 mm deep concrete filled holes. Form top of 150 mm of concrete in sonotube. Slope top of concrete to drain away from bench leg. The rubber paving shall cover the concrete footing and the Contractor shall allow for the rubber surface thickness when establishing the bench height above the rubber paving.

- (f) The wood park sign shall be installed in gravel filled holes and located in the centre of the planting bed. The top of the gravel shall be 100 mm below the surrounding limestone block planter wall, to allow for the additional 100 mm depth of wood chip mulch.

E18.4 Method of Measurement and Basis of Payment

E18.4.1 Method of Measurement shall be as follows:

- (a) Site Furniture will be measured on a per unit basis for the following items:
 - (i) Item 9: "Install only City supplied benches" on Form B: Prices;
 - (ii) Item 10: "Install only City supplied park sign" on Form B: Prices;

E18.4.2 Basis of Payment shall be as follows:

- (i) 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.

E19. GRANULAR PAVING

E19.1 This Specification shall amend and supplement City Specification CW 3110 Sub Grade, Sub-Base, and Base Course Construction and CW-3150 Gravel Surfacing. 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 gravel paved walkways.

E19.2 The Contractor is made aware there are two areas of granular paving required, a parking surface and a walkway surface. The walkway surface will be asphalt paved at a later date.

E19.3 The parking pad shape is shown on drawing detail 1-L2 and is located at the extreme southwest corner of the site.

E19.4 The walkway is located at the southeast corner of the site and shown on drawing detail 1-L3. This walkway shall connect with the existing asphalt paved walkway section which is remaining. See drawing detail 6-L4 for walkway section.

E19.5 Materials

- (a) Geotextile shall be non- woven, Armtec 200, or approved equal as per section B7.
- (b) Sub-Base course shall be 50 mm crushed limestone down, installed to 150 mm depth.
- (c) Base course shall be 19 mm crushed limestone down, installed to 100 – 150 mm depth as specified on the drawings.
- (d) Surface shall be 6 mm diameter crushed limestone, installed to 25 mm depth

E19.6 Construction Methods

- (a) Install material to the depth and design elevations indicated on the Construction Drawings. Install only on clean unfrozen surface, properly shaped and compacted. Place the material using methods which do not lead to segregation or degradation of aggregate.
- (b) Contractor shall slope walkway up at maximum 5% (20:1) slope at play equipment edging locations to allow for accessibility of wheelchairs to play equipment areas
- (c) The finished surface is to be within plus or minus 10 mm of established grade and cross section, but not uniformly high or low. Any surface irregularities shall be corrected by loosening and adding or removing material until surface is within specified tolerance.
- (d) Walkways shall have a minimum 1% and maximum 2% cross slope installed on them so as not to pond water over the full walk width. Install cross slope in direction of drainage where existing land slopes.

- (e) The parking pad shall consist of a 150 mm depth of 19 mm dia. crushed limestone over a 150 mm depth of 50 dia. crushed limestone, over a geotextile fabric layer. The sub grade shall be compacted to 100 % Standard Proctor Density. The top of the new granular surface shall be flush with the top of the surrounding grade.
- (f) The walkway shall consist of a 25 mm depth of 6 mm dia. crushed limestone down over a 100 mm depth of 19 mm dia. crushed limestone over a 150 mm depth of 50 dia. crushed limestone, over a geotextile fabric layer. The sub grade shall be compacted to 100 % Standard Proctor Density. The top of the new granular surface shall be plate compacted smooth and shall be flush with the top of the surrounding grade.

E19.7 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured on a per square metre basis for the Items of Work listed below, which price shall include all costs for the walkway excavation, geotextile, granular paving and sodding repairs..
 - (i) Item No: 7: "Supply and install new gravel pad by vehicle gate, 300 mm depth granular paving" on Form B: Prices.
 - (ii) Item No: 8: "Supply and install new gravel walk, 275 mm depth granular paving" on Form B: Prices.

E20. LIMESTONE PLANTER WALLS

E20.1 General Description

- E20.1.1 The specification covers the construction of two (2) limestone planter walls. The topsoil and planting material is covered in E21: Plant Material. See drawing details 1, 2, 3, 4-L4 for construction information.

E20.2 Materials

- E20.2.1 Natural local limestone blocks:
 - (a) Nominal unit size: random sizes 800 – 1200 mm long, 400 – 500 mm height, and 500 – 800 mm depth;
 - (b) Light sandy white in colour;
 - (c) Surface to be rough faced on the sides and relatively smooth on top for sitting on;
 - (d) Acceptable product: Mariash Quarries, tel: 204 344-5115 or approved substitute in accordance with B7
- E20.2.2 Levelling Sand: coarse sand
- E20.2.3 Geotextile/Filter fabric: Armtec 200, nonwoven geotextile or approved substitute in accordance with B7
- E20.2.4 Mortar: masonry mortar from white cement.
- E20.2.5 Mortar finishing: 6 mm dia. crushed limestone down

E20.3 Preparation

- E20.3.1 Excavate and prepare sub-grade for sand levelling base.
- E20.3.2 Compact bearing soil with vibrating compactor to 100% Standard Proctor Density.

E20.4 Construction

- E20.4.1 Limestone walls are to be constructed so the bottom stone is approx. 50 mm below the top of the City sidewalk. The top of the walls shall be relatively level and not slope up with the interior gravel walkway.

- E20.4.2 Place a minimum of 50 mm depth of levelling sand under the limestone wall to allow the stones to seat themselves and to stabilize the stones. After installing the stones tamp them on top to ensure they seat themselves into the sand.
- E20.4.3 Where required use masonry saws to cut the ends of the blocks, to allow them to butt close to one another, with a maximum 75 width for mortar joints. Where cut edges extend to the face of the stone, hit the edges with a hammer to chip the edge, and make it more naturally looking and match the balance of the rustic stone face.
- E20.4.4 The joints of the stones are to be filled with a light sandy coloured mortar, min. 50 mm thickness. For deeper joints prefill crevices with 6 mm dia. crushed limestone down. While the mortar is fresh, tamp in a layer of 6 mm crushed limestone down to all exposed surfaces so the mortar finish, matches the limestone blocks.
- E20.4.5 The back of the planter wall shall have a layer of geotextile installed as shown in detail 2-L4 to prevent the soil from washing into the crevices between the limestone blocks.
- E20.4.6 Backfill the planter walls with topsoil, plants and wood chip mulch.
- E20.5 Basis of Payment:
- (a) Payment for Work specified under this section shall be paid for on a lump sum basis for the Items of Work listed below, which price shall include all costs for the limestone blocks, mortar work, geotextile fabric, topsoil, plants and wood chip mulch.
 - (ii) Include all costs in Item No: 13: "Supply and install two (2) limestone planters, c/w topsoil, 32 plants, and wood chip mulch" on Form B: Prices.

E21. PLANT MATERIAL

- E21.1 Description: This specification shall cover the supply and installation of nursery grown shrubs and shrub bed installation.
- E21.2 Materials
- E21.2.1 General
- (a) Shrubs shall be the size and variety noted on the Plant List shown on drawing L-3.
 - (b) All nursery stock supplied shall be Canadian prairie nursery grown, of the species and sizes indicated on the drawings. Quality shall be in accordance with the latest "Guide Specification for Nursery Stock of the Canadian Nursery Trades Association".
 - (c) Any nursery stock dug from native stands, wood lots, orchards or neglected nurseries and which have not received proper cultural maintenance as advocated by the Canadian Nursery Trades Association, shall be designated as "collected plants". The use of "collected plants" will not be permitted unless approved by the Contract Administrator.
 - (d) The Contract Administrator reserves the right to inspect the plant material at their original source, and to instruct the supplier on root and branch pruning requirements.
 - (e) Nomenclature of specified nursery stock shall conform to the International Code of Nomenclature for Cultivated Plants and shall be in accordance with the approved scientific names given in the latest edition of standardized Plant Names. The names of varieties not names therein are generally in conformity with the names accepted in the nursery trades.
 - (f) Plants larger than specified may be used if approved by the Contract Administrator. The use of such plants shall not increase the Contract price.
 - (g) All nursery stock shall be measured when the branches are in their normal position. Height and spread dimensions specified refer to the main body of the plant and not from branch tip.
 - (h) All nursery stock shall be well branched, true to type, structurally sound, possess a well developed, undamaged root system and shall be free of disease, insect

infestations, rodent damage, sunscald, frost cracks and other abrasion or scare to the bark. All parts of the nursery stock shall be moist and show live, green cambium when cut.

E21.2.2 Protection of Stock

- (a) All nursery stock shall be well protected from damage and drying out from the time of digging until the time of planting on site. All roots shall be cleanly cut; split roots are not acceptable.
- (b) Nursery stock shall be transplanted with care to prevent damage. Branches shall be carefully tied in such a manner so as not to break or damage trunks. Points of contact with equipment shall be padded. All nursery stock, which cannot be planted immediately upon arrival at the Site, shall be well protected to prevent drying out and shall be kept moist until commencement of planting.

E21.2.3 Topsoil Backfill Mix

- (a) Backfill mix shall be screened garden soil mixture of two parts black loam topsoil, one part milled peat moss and one part sharp sand.

E21.2.4 Wood Chip Mulch

- (a) Shall be standard tree limbs and leaves chippings, containing a maximum of 5% conifer branches.

E21.3 Construction Methods

E21.3.1 General

- (a) Shrub pits shall be individual planting pits dug in the existing ground to minimize damage to the existing tree roots, and shall be a minimum 400 mm diameter and 300 mm depth.
- (b) After topsoil has been placed and lightly compacted install shrubs with the top of the root ball 25 mm below the top of the topsoil. Provide 400 mm wide watering saucers around all shrubs.
- (c) Once shrubs and watering saucers have been installed, cover all exposed soil with a 100 mm depth of wood chip mulch. Rake wood chip mulch to level across the surface slope.

E21.4 Guarantee of Nursery Stock

- (a) The Contractor shall agree and guarantee to replace and replant any nursery stock found dead and/or in poor condition within one year from the date of the Certificate of Total Performance, at his cost. "Poor condition" shall be interpreted as meaning nursery stock on which branches are dying, or have not shown satisfactory growth of leaves. All replacement plants shall be installed within five (5) working days from the date of notification from the City, unless the City extends the time period, as a result of seasonal or climatic considerations.
- (b) All required replacements shall be by plants of at least the same size and species as specified, and shall be supplied and planted in accordance with the original drawings and Specifications, and the replaced material shall carry an additional one-year guarantee and maintenance period. All shrubs must be in a healthy conditional for a full one year before the warranty will be considered fulfilled.

E21.5 Basis of Payment

- (a) The supply and installation of Plant Material will be paid for at the Contract unit price for each shrub, measured as specified herein, which price shall be payment in full including all costs for the shrub and the shrub pit and all other items incidental to the Work included in this Specification.
 - (i) Item No: 14. "Supply and Install Pygmy Caragana in individual shrub pits" on Form B: Prices.

- (b) The supply and installation of wood chip mulch will be paid for at the Contract unit price per square metre, measured as specified herein, which price shall be payment in full including all costs wood chip and all other items incidental to the Work included in this Specification.
 - (i) Item No: 15. "Supply and Install 100 mm depth of wood chip mulch" on Form B: Prices.

E22. WOOD BOLLARD/CHAIN VEHICLE ENTRANCE GATE

- E22.1 This specification covers the construction of one wood bollard and chain vehicle entrance gate as shown in detail 3-L2.
- E22.2 Wood bollards and chain are to be installed in accordance with SCD-105A.
- E22.3 The Contractor shall install two wood bollards at 4.26 metres (14') between the face of the bollards, for a vehicle opening.
- E22.4 A two piece chain is to be installed between the bollards with one chain extending 400 mm from one bollard. The other chain shall sag 200 mm distance over the opening, when it is connected to the shorter chain. The chains shall be secured to the wood bollards by predrilling a 6 mm dia. hole down from the top of the bollard, and then inserting a 250 mm long ACQ screw through the end eye of the chain. The screw shall penetrate a min. 25mm past the bottom of the chain.
- E22.5 Basis of Payment
 - (a) The wood bollard/chain vehicle entrance gate will be paid for at the Contract unit price, based on a lump sum basis, measured as specified herein, which price shall be payment in full including all costs for the wood bollard, chain, and all other items incidental to the Work included in this Specification.
 - (i) Item No: 6. "Supply and Install new wood bollard/chain vehicle entrance gate" on Form B: Prices.

E23. CHAIN LINK FENCING WITH PRESSURE TREATED POSTS

- E23.1 This specification covers the construction of chain link fence with pressure treated posts and rails, and in accordance with SCD-152B.
- E23.2 The fence will be located along the Langside Street frontage and as shown on drawing 1-L2 and shall be 1.2 metre (4') height.
- E23.3 The chain link mesh shall be in accordance with CW 3550 Chain Link Fence.
- E23.4 Basis of Payment
 - (a) The chain link fence with pressure treated posts will be paid for at the Contract unit price, based on a per lineal metre basis, measured as specified herein, which price shall be payment in full including all costs for the wood posts/framing and chain link mesh and all other items incidental to the Work included in this Specification.
 - (i) Item No: 16. "Supply and Install new chain link fencing with pressure treated posts" on Form B: Prices.