



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 536-2017

**OLD KILDONAN PARKS – LEILA STRASBOURG, SIMKIN, AND PRIMROSE PARK
RENOVATON**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 OLD KILDONAN PARKS – LEILA STRASBOURG, SIMKIN, AND PRIMROSE PARK RENOVATON

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, June 29, 2017.

B2.2 Proposals 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. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B3.2 If the Proponent finds errors, discrepancies or omissions in the proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. CONFIDENTIALITY

B4.1 Information provided to a Proponent by the City or acquired by a Proponent 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 Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent 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.

B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>.
- B5.2.2 The Proponent 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.
- B5.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/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.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.

- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent 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.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent 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 B19.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
- B7.2 The Proposal should also consist of the following components:
- (a) Design Drawings in accordance with B10;
 - (b) Component Description, in accordance with B11;
- B7.3 Further to B7.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 The Bid Submission may be submitted by mail, courier or personal delivery.
- B7.6 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 Proponent's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg, MB R3B 1J1
- B7.6.1 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 Proponent's name and address, and an indication that the contents are part of the Proponent's Bid Submission.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B19.1(a).
- B7.8 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8. PROPOSAL (SECTION A)

- B8.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent 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.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Proponent is carrying on business under a name other than its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. PRICES

- B9.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. DESIGN DRAWINGS

- B10.1 The Proponent shall submit drawings that illustrate the proposed design and play equipment, such as plan, perspective and any other submissions to illustrate the design intent. Included in this shall be a plan showing the proposed play equipment and associated safety zones within the proposed play area and site, drawn to scale. Additional drawings may be requested prior to award for more detailed information.
- (a) Drawings shall be submitted in a format no greater than tabloid size (11"x17").
 - (b) Text on drawings shall be not less than 8 pt. (2.82mm) size.

B11. COMPONENT DESCRIPTIONS

B11.1 The Proponent shall submit component description and/or graphic or catalogue reference outlining specifications of play equipment components.

B12. DISCLOSURE

B12.1 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.

B12.2 The Persons are:

- (a) Mike Lacroix, Playgrounds-r-us, provided footprint drawing and safety zones for a Oodle swing.
- (b) Markus Reimer, Playquest, provided footprint drawing and safety zones for a Volito Swing.

B13. QUALIFICATION

B13.1 The Proponent 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, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; 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.

B13.2 The Proponent 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>.

B13.3 The Proponent 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);

B13.4 Further to B13.3(c), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent /Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
 - (i) 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

- (ii) 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
- (b) 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/>).

B13.5 The Proponent 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 Proponent and of any proposed Subcontractor.

B13.6 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B14.1 Proposals will not be opened publicly.

B14.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent 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/> .

B14.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent is advised that any information contained in any Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B14.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B15. IRREVOCABLE OFFER

B15.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B15.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B16. WITHDRAWAL OF OFFERS

B16.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B16.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B16.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

- B16.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Proposal withdrawn.

B16.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B15.2 shall be liable for such damages as are imposed upon the Proponent 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.

B17. INTERVIEWS

B17.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B18. NEGOTIATIONS

B18.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B18.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B18.3 If, in the course of negotiations pursuant to B18.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B19. EVALUATION OF PROPOSALS

B19.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B13: (pass/fail)
- (c) Total Bid Price; 10%
- (d) Design Drawings/Component Descriptions 90%

B19.2 Further to B19.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B19.3 Further to B19.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

- B19.4 Further to B19.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B19.4.1 Further to B19.1(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.
- B19.4.2 Further to B19.1(c), the Award Authority may reject a Bid as being non-responsive if it exceeds the budget as shown on Form B: Prices.
- B19.4.3 The Total Bid Price shall be evaluated with a weighing of 10 points out of a total of 100 possible points. As such, the lowest Proponent shall receive the full 10 points, and the second lowest Proponent and subsequent Proponents shall be pro-rated accordingly.
- B19.5 Further to B19.1(d) Design Drawings/Component Descriptions shall be evaluated with a weighting of 90 points out of a total of 100 possible points as per B10 and B11.
- B19.5.1 The Design shall be evaluated on the following criteria:
- (a) compliance with CSA Standards (pass/fail);
 - (b) play value (maximum 39 points):
 - (i) 8 points – Gross Motor Play Experience(s) (Climbing, balancing, etc.);
 - (ii) 8 points – Motion Component(s);
 - (iii) 7 points - Provides opportunities for appropriate social / interpersonal interaction and co-operative play;
 - (iv) 7 points – Imaginative/ Cognitive Play Component(s), including fine motor skills;
 - (v) 4 points – Sliding Component(s) one for 2-5 year olds, one for 5-12 year old;
 - (vi) 5 points - Variety of play Components.
 - (c) Designed for inclusive play using Universal Design principles – Accessible Play Area only (maximum 15 points):
 - (i) Complies with section 2.3.5 of the 2015 City of Winnipeg Accessibility Design Standards (www.winnipeg.ca/ppd/Universal_Design.stm)(pass/fail);
 - (ii) 7 points – Provision of tactile and auditory play experiences;
 - (iii) 4 points – Layout of the play area for integration of wheelchair accessible components to promote inclusive play;
 - (iv) 4 points – Layout of the play area for persons with visual impairment.
 - (d) Layout/circulation (maximum 23 points):
 - (i) 5 points – Flow and relationship between play area activities;
 - (ii) 5 points - Layout/orientation of components on Site and in relation to seating areas;
 - (iii) 5 points - Orientation to provide good visibility to play area from adjacent road
 - (iv) 5 points – Efficient use of space within and between elements;
 - (v) 3 points - Slide orientation – north or east.
 - (e) Durability (maximum 10 points):
 - (i) Use of durable/tamper-resistant materials, low maintenance finishes and connector systems and ease of repair/replacement of the products used with the playground area.
 - (f) Drawing and Design Submission Clarity (maximum 3 points):
 - (i) 1 point – Drawing Submission including complete Site Plan, clearly showing the location of all play equipment, play edging, pathways and seating areas.
 - (ii) 2 points – Clarity of drawings, supportive imagery and literature that serve to effectively communicate the intent of the play structures design and function.

B19.6 Further to B19.5.1(a), if Contractor states play equipment components are compliant with CSA Standards which are not, liquidated damages shall be charged as per D18 should this result in additional design and/or meeting time on the part of the Contract Administrator.

B20. AWARD OF CONTRACT

B20.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B20.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.

B20.2.1 Without limiting the generality of B20.2, 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 Proposal 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.

B20.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.

B20.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

B20.4 The City may, at its discretion, award the Contract in phases.

B20.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.

B20.5.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.

B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).

B20.6 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.

B20.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Contractor will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm .
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of general improvements at Primrose, Simkin, and Leila-Strasbourg Parks.

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

- (a) Supply and Install new asphalt path, and bowl type swing at Primrose park
- (b) Install new site furnishings at Primrose Park
- (c) Supply and install new Playground including safety surfacing and play curb at Simkin Park
- (d) Fence and bench repairs at Simkin Park
- (e) Supply and install new crusher fines paving at Simkin Park
- (f) Supply and install new asphalt paving at Leila-Strasbourg Park
- (g) Install new site furnishings at Leila-Strasbourg Park
- (h) Topsoil and sodding associated with the above works in all of the above-noted parks.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is Dean Spearman Landsacape Architect, represented by:
Dean Spearman

Telephone No. 204 261-4137
Email address: dean@spearman.mb.ca

D3.2 Before commencement of Work, Dean Spearman 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 B7.

D4. CONTRACTOR'S SUPERVISOR

D4.1 Further to C6, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.

D4.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D4.2.1 Further to C5, Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

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 Notwithstanding C23.2.2, 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
- D6.2 Bids Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B7.**

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 Dean Spearman Landscape Architect added as an additional insured; such liability policy to also contain a cross-liability

clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;

- (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 covers 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, **referencing the Bid Opportunity number and/or the Scope of Work D2 and Specifications PART E - to be performed**, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D10. PERFORMANCE SECURITY

D10.1 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 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 the date specified in C4.1 for the return of the executed Contract.

D12. DETAILED WORK SCHEDULE

D12.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site.

D12.2 Detailed Work Schedule shall consist of the following dates:

- (a) Start date;
- (b) Excavation for play area and path;
- (c) Rough Grading;
- (d) Installation of sub-surface drainage;
- (e) Installation of play edging;
- (f) Installation of play equipment;
- (g) Installation of safety surfacing;
- (h) Installation of path and seating areas;
- (i) Installation of site furniture;
- (j) Installation of soil and sod; and
- (k) Expected completion.

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

D13. SHOP DRAWINGS

D13.1 The Contractor shall provide the Contract Administrator with an electronic CAD file in DWG format showing the finalized play structure and other play elements and identifying all components. This file shall be provided within five (5) days of receipt of the purchase order or letter of intent, which ever is received earlier.

- (a) If the dwg file has x-refs these shall be bound or the x-ref files provided.
- (b) If the dwg file uses colours by line weight a 'ctb' file shall be provided.
- (c) The dwg file shall not use shape (shx) fonts but shall use true type fonts exclusively.

D14. ORDERING OF PLAY EQUIPMENT

D14.1 The Contractor shall provide the Contract Administrator evidence, to the satisfaction of the Contract Administrator, of having ordered all play equipment necessary to complete the work from the manufacturer/supplier within seven (7) calendar days of receipt of the purchase order or letter of intent, which ever is received earlier.

SCHEDULE OF WORK

D15. COMMENCEMENT

D15.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D15.2 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;
 - (vii) the detailed work schedule specified in D12;
 - (viii) the Shop Drawings specified in D13; and
 - (ix) the Evidence of Ordering Play Equipment specified in D14.

- (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.

D15.3 The Contractor shall commence the Work on the Site within seven (42) Calendar Days of receipt of the letter of intent.

D16. SUBSTANTIAL PERFORMANCE

D16.1 The Contractor shall achieve Substantial Performance within twenty five (25) consecutive Working Days of the commencement of the Work as specified in D15.

D16.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D16.3 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.

D17. TOTAL PERFORMANCE

D17.1 The Contractor shall achieve Total Performance within thirty (30) consecutive Working Days of the commencement of the Work as specified in D15.

D17.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D17.3 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.

D18. LIQUIDATED DAMAGES

D18.1 If the Contractor fails to achieve Substantial Performance, or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) Substantial Performance – five hundred dollars (\$500.00);
- (b) Total Performance – five hundred dollars (\$500.00).

D18.2 The amounts specified for liquidated damages in D18.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance or Total Performance by the days fixed herein for same.

D18.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D19. SCHEDULED MAINTENANCE

D19.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

- (a) Sod Maintenance as specified in CW-2510.

- D19.2 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

D20. JOB MEETINGS

- D20.1 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.
- D20.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D21. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D21.1 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).

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

- D22.1 Further to B13.4, 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 B13.4.

D23. SAFETY

- D23.1 Further to C6, the Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D23.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D23.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work.
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (f) fire hazards in or about the Work are eliminated.

D24. SITE CLEANING

- D24.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.
- D24.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.
- D24.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

D25. INSPECTION

- D25.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D25.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D26. DEFICIENCIES

- D26.1 Further to C11, the Contract Administrator may order the Contractor to alter or improve his methods, to increase or improve his Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.
- D26.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C18.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.
- D26.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.
- D26.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D26.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

MEASUREMENT AND PAYMENT

D27. PAYMENT

- D27.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D28. WARRANTY

D28.1 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

RFP NO. 536-2017

OLD KILDONAN PARKS – LEILA STRASBOURG, SIMKIN, AND PRIMROSE PARK RENOVATON

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 – RFP NO. 536-2017

OLD KILDONAN PARKS – LEILA STRASBOURG, SIMKIN, AND PRIMROSE PARK
RENOVATON

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>
LC-1	Cover Sheet
PR-1	Primrose Park - Scope
PR-2	Primrose Park – Demo
PR-3	Primrose Park – Path Grading
PR-4	Primrose Park – Path Layout
PR-5	Primrose Park – Path Elevation Analysis
SM-1	Simkin Park - Scope
SM-2	Simkin Park - Demo
SM-3	Simkin Park – Playground Grading & Play Curb
SM-4	Simkin Park – Path Grading
LS-1	Leila Strasbourg Park - Scope
LS-2	Leila Strasbourg Park – Path Grading
LS-3	Leila Strasbourg Park – Path Layout
LS-4	Leila Strasbourg Park – Path Cross Sections
LS-5	Leila Strasbourg Park – Slope Analysis
SCD-105A	Post and Chain Fencing
SCD-105B	Post Bollard
SCD-119	Waste Receptacle Side Opening Metal Slat Type
SCD-121A	Tache Bench Composite with Arms
SCD-121B	Tache Backless Bench Composite
SCD-136A	Accessible Bench Node & Picnic Table Layout
SCD-153	English Park Sign with Address
SCD-646	Parkway Path Crushed Limestone
SCD-648	Parkway Path Asphalt
SCD-650	Engineered Wood Fibre Safety Surfacing Drainage Diagram
SCD-651A	Double Timber Edging with Cap
SCD-656	Accessible Playground Ramp
SCD-105C	Removable Steel Bollard
SCD-659	Multi-Flow Drainage

E2. HAZARDOUS MATERIALS

- E2.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of

hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.

E3. EXISTING SERVICES AND UTILITIES

E3.1 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.

E4. ACCESS TO SITE

E4.1 Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at his/her own expense and approved by the Contract Administrator.

E4.2 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and he/she shall be responsible for all damage resulting from his/her Work on private property.

E5. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES

E5.1 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.

E5.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.

E5.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.

E5.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.

E5.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.

E5.6 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.

E6. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY

E6.1 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.

E6.2 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.
- (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
- (d) Operation of equipment within the drip line of the trees shall be kept to a minimum required to perform the Work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the drip lines of trees. The drip line of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.

E6.3 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.

E6.4 No separate measurement or payment will be made for the protection of trees.

E7. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT

E7.1 Further to CW 1130, 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/she is working near them. Any damage caused by the negligence of the Contractor or his/her Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by him at his/her own expense, to the satisfaction of the Contract Administrator.

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

E8. PROTECTION OF THE SURVEY INFRASTRUCTURE

E8.1 Notwithstanding clause 4 "Persons and municipalities to protect Outline Monuments"; under [The Surveys Act](#), of Manitoba, the Contractor shall be responsible to protect the Survey Infrastructure from damage as a result of the Work.

E8.2 Further to C6.26 (g), at least 72 hours prior to the commencement of the On-Site Work the Contractor shall contact the City of Winnipeg, Geomatics Services Branch at 204-918-1360 (8:00 am to 4:00 pm Monday to Friday, excluding holidays) to obtain underground clearance. Geomatics Services will locate and mark all known outline survey monuments and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.

E8.3 Where a survey post, bar or control monument lies in the line of the proposed Work and must be disturbed, the Contractor shall provide the Contract Administrator with 48 hours' notice to permit referencing for future replacement, at no cost to the Contractor. Failure to provide the specified notice shall result in the Contractor paying for all costs associated with replacing or relocating the disturbed outline survey monuments and geodetic control monuments. Survey monuments and geodetic control monuments at or adjacent to the Site, not in the line of the proposed construction that are damaged or disturbed by the Contractor shall be replaced or relocated by the City or its agent and all associated costs shall be paid for by the Contractor.

E8.4 An approximate estimate of the cost to restore a legal survey monument is \$1,000 per bar and \$3,000 per control monument. Contractors shall ensure their landscaping and other

subcontractors are aware of this clearance procedure and the potential restoration costs. Where possible, amounts owed to the City in accordance with the above will be deducted from payments to be made by the City to the Contractor.

E9. SITE ENCLOSURES

- E9.1 Temporary Site enclosures, as determined necessary at the pre-construction meeting, shall be erected and maintained as required for the duration of the construction period.
- E9.2 Site enclosures shall, at a minimum, consist of sectional, 1.8 m ht, non-climbable metal fencing.
- E9.3 Site enclosure shall be sufficient to isolate and secure the jobsite from the adjacent area.
- E9.4 Site enclosures shall be considered incidental to the Contract Work.

SITE DEVELOPMENT

E10. DEMOLITION, EXCAVATION, EARTHWORK AND GRADING

Description

- E10.1 This specification shall cover all clearing and grubbing, excavation, stockpiling of topsoil, removal or supply and placement of materials necessary to achieve the grades and drainage patterns documented in the Drawings at the sub grade (mud grade) level.
- E10.2 It shall also cover all removals of existing site furnishing, existing landscape works, play equipment, play safety surfacing, play curbing and other similar items necessary to complete the works documented in the Drawings.
- E10.3 Contractor is advised that part of the asphalt path at Leila Strassborg park is being installed on a landfill that contains some concrete rubble and that rubble were encountered is to be removed.
- E10.4 This specification is supplemental to CW 3010 , CW 3110 and CW 3170. Materials and installation are to conform to these standard Specifications.

Construction Methods

- E10.5 Prior to beginning work the Contractor shall establish limits of grading and stake their proposed finish grades in a manner consistent with the drawings. Contractor shall not proceed until Contract Administrator has reviewed the grades and the limits for conformance with the design intent and authorized the Contractor to proceed. This contractor shall remain responsible for attaining the positive drainage irrespective of the Contract Administrators review.
- E10.6 Clearing and grubbing operations are to be completed to the satisfaction of the Contract Administrator prior to the beginning of Earthwork and Grading.
- E10.7 Contractor shall limit operations to the area shown on drawings for each site.
- E10.8 Grading operations are to be conducted to ensure adequate subcut to install surface materials and structures as detailed on the drawings while still ensuring positive drainage of the finished project.
- E10.9 Subgrade shall be completed and accepted by the Contract Administrator prior to the installation of other works.
- E10.10 Where items are shown on the Drawings as 'to be removed' they shall be removed from the site in total and disposed of in a legal manner.

Method of Measurement and Basis of Payment

- E10.11 There will be no separate measurement or payment for stockpiling of topsoil, clearing and grubbing operations.
- E10.12 Demolition, shall be paid for at the lump sum value on Form B:Prices for 'Demolition.
- E10.13 Demolition and Excavation shall be paid for at the lump sum value on Form B:Prices for 'Demolition and Excavation'.
- E10.14 Stripping of existing sod shall be paid for at the lump sum value on Form B:Prices for 'Strip Sod'.
- E10.15 Placing of fill on the side slopes of the path at Leila-Strasbourg Park shall be paid for at the lump sum value on Form B:Prices for 'Place added Fill on Side Slope of Path'.

E11. SODDING

General Description

- E11.1 This specification covers the removal of existing grass, topsoil or sand, levelling or excavating the area designated to receive sod, supply and installation of topsoil and sod, the topdressing and seeding of seam, edges and areas of Site restoration.

Materials and Methods

- E11.2 Topsoil and sod are to be supplied and installed as per CW 3510-R8 and CW 3540-R3.
- E11.3 Areas to be Sodded are to be laid out on Site and approved by Contract Administrator before commencing Work. Work outside the limits approved by the Contract Administrator will not be measured and will not be paid for under this section but considered incidental to the Work. Incidental Site restoration shall conform to the same Specifications.
- E11.4 Where topsoil and sod is to be placed adjacent to new asphalt paving Contractor is to ensure that newly placed asphalt is not contaminated by soil.
- E11.5 Where edges of excavation abut existing turf those edges are to be cut with a sod cutter prior to excavation.
- E11.6 The compacted depth of topsoil shall be minimum 10 cm.

Payment

- E11.7 Price shall be payment in full for supplying materials and for performing all operations listed below:
- (a) Removal of existing surfacing material.
 - (b) Supply and installation of topsoil.
 - (c) Supply and placement of sod.
 - (d) maintenance of sod.
- E11.8 Payment shall be as per CW 3510 at the rate specified in items called "Topsoil and Sod" on Form B:Prices.

E12. ASPHALT PAVING

- E12.1 This specification covers the supply and installation of asphalt path including all excavation, compaction, geotextile, sub-base and base construction, asphaltic paving, and repair of existing sod to ensure a smooth transition to the pathway.

- E12.2 This specification is supplemental to CW 3110 and CW 3170 and CW 3410. Materials, testing, and installation are to conform to these standard specifications.
- E12.3 Excavated material is to be disposed of off site.
- E12.4 Sub-base, base materials and depths are as noted on drawing.
- E12.5 Asphaltic paving is to be Type 1A. Depth, alignment, grade is as noted on the drawing. Asphalt shall be placed in one lift.
- E12.6 Except as specifically noted on the drawing pathways are to be constructed so as to function with existing drainage patterns and are to have a minimum cross slope of 1%. Contractor is to stake elevations and ensure that they are satisfactory to the Contract Administrator prior to installing base.
- E12.7 Sub-base and base courses are to extend past asphalt as shown on the drawing.
- E12.8 Asphalt is to meet adjacent surfaces in a neat and precise manner.
- E12.9 Measurement and Payment will be at the contract unit price per square meter for item 'Supply and Install Asphalt Paths' on Form B:Prices. Measurement shall be of the actual area covered by Asphalt. Price shall be payment in full for supplying materials and for performing all operations listed below:
- (a) Excavate in-situ material to accommodate the pavement structure including base and subbase. Disposal of excess material.
 - (b) Supply and installation of Geotextile.
 - (c) Supply and placement of Crushed limestone Subbase course.
 - (d) Supply and placement of Crushed limestone base course.
 - (e) Supply and placement of Asphaltic Concrete .
 - (f) Repair of grass (tie-in) at edge of newly constructed path.
 - (g) Repair of grass (tie-in) at edge of newly constructed paving as may be required.

E13. GRANULAR PAVING

- E13.1 This specification covers the supply and installation of granular paving including all excavation, compaction, geotextile, sub-base and base construction as well as gravel surfacing, and repair of adjacent surfaces to ensure a smooth transition to the paving. Other items necessary to complete this portion of the Work and not noted elsewhere are considered incidental to this Work. It shall also cover the renovation of existing asphalt paths.
- E13.2 This specification is supplemental to CW 3110, CW 3130 and CW 3170. Materials and installation are to conform to these standard Specifications.
- E13.3 Sub-base, base materials and depths are as noted on drawing.
- E13.4 Where refreshing of existing granular surfacing is called for on the drawings only the 2 inches of granular material is to be removed. The existing granular base is to be retained in place and protected during the Work. Once the existing granular has been removed the renovation of the paths shall consist of the supply and installation of 2.5 inch depth quarter down limestone material, and tie ins with the existing landscape as specified below and in accordance with the Drawings.
- E13.5 Were a new granular path is to be installed it shall be as per SCD-646
- E13.6 Except as specifically noted on the drawing areas of granular paving are to be constructed so as to function with existing drainage patterns and are to have a minimum cross slope of 1% and a maximum cross slope of 2%.

- E13.7 Paths are to be constructed with a maximum slope on the walking surface of 5%.
- E13.8 Contractor is to restore areas used for stockpiling and staging to the satisfaction of the Contract Administrator. There will be no separate payment for restoration of these areas.
- E13.9 Granular paving is to meet existing landscaping and adjacent paving in a neat and precise manner with the finished surface of the granular paving approximately 2 cm above the surface of the surrounding grade or as shown on the details provided.
- E13.10 Measurement for 'Supply and Install Crusher Fines Paving' shall be per square meter of new paving actually installed within the areas indicated for new crusher fines paving on the drawings. Payment shall be at the contract unit price for 'Crusher Fines Paving' as stated on Form B:Prices. Measurement shall be of the actual area of the paving within the limits shown on the Drawings.
- E13.11 Price shall be payment in full for supplying materials and for performing all operations listed below:
- (a) Stripping existing asphalt or topsoil.
 - (b) Excavate/levelling in-situ material to accommodate the pavement structure including base and sub-base.
 - (c) Supply and placement of geotextile if required.
 - (d) Supply and placement of Crushed limestone base course if required.
 - (e) Supply and placement of Crushed surfacing.
 - (f) Compaction
 - (g) Repair of tie-in to adjacent surfaces (with sod in grassed areas, and with local wood chip in forested areas) at edge of newly constructed paving.
 - (h) Restoration of staging areas.

E14. SITE CARPENTRY

- E14.1 This specification shall cover the supply and installation of the fence posts and rails, the bollards, the dugout bench boards, and the chain for the bollard fence as described in the drawings. All items are understood to be a complete product including demolition, foundation, posts, trim and other items necessary or incidental to the construction of the items specified.
- E14.2 All site carpentry is to be constructed from the materials and in the form indicated on the drawing and where existing materials exist after demolition, match existing materials.
- E14.3 Contractor is responsible for ensuring that all items are installed according to principles of standard good practice with products and connectors being used as per the manufacturers specification. Contractor shall ensure that structures meet all of the requirements of the Canada Building Code as well as any municipal requirements.
- E14.4 Measurement shall be as follows;
- (a) Dugout bench boards shall be lump sum.
 - (b) Fence posts shall be per each replacement post.
 - (c) Bollards shall be per each replacement or new bollard.
 - (d) Chain shall be per metre of new chain installed.
- E14.5 Payment shall be at the rate identified on Form B:Prices for each of the items noted above.

E15. SITE FURNITURE

- E15.1 Description

E15.1.1 This specification shall cover the pick up and installation of Benches, Waste Receptacles, Boulder, removable bollard, and anchoring of the Picnic Tables. The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work as shown and specified herein.

E15.2 Materials

E15.2.1 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.

E15.2.2 Benches shall be "Tache Bench – Composite with arms" as per SCD-121A as called for on the drawings, or substitute in accordance with B6.

E15.2.3 Granite Boulder shall be granite boulder (min. size 1000x750x750mm) with min. 500 x 700mm flat face for installation of a granite plaque (estimated size of plaque to be 15"x17"). Boulder shall be placed on granular sub-base.

E15.2.4 Double sided park sign shall be as per SCD-153 English Park Sign with Address.

(a) Sign shall show the project name as "Simkin Park" and the site address as "63 Simkin Dr."

E15.2.5 Removable bollard shall be as per SCD-105C and shall be supplied and installed by the Contractor.

E15.2.6 Waste Receptacle shall be metal slat as per SCD- 119 supplied by the City of Winnipeg FOB Central Manufacturing facility at no cost to the Contractor.

E15.2.7 For ordering Site Furniture to be supplied by the City of Winnipeg please email

(a) pwd-cps-orderdesk@winnipeg.ca

E15.3 Construction Methods

E15.3.1 All Work is to be located and installed in accordance with the Drawings, using approved non-rusting, vandal resistant fasteners to ensure solid, durable, finished work suitable for the purpose intended. Fasteners and assembly hardware shall be incidental to the Work.

E15.3.2 All furnishings and fixtures to be installed plumb and true to correct elevations and location, as directed the Contract Administrator. The Contractor shall confirm proposed locations of all site furnishings with Contract Administrator prior to installation.

E15.3.3 All furnishings and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering, which will injure or distort fixture, is prohibited.

E15.3.4 Install Benches as per SCD-121a.

E15.3.5 Install Waste Receptacles as per SCD-119

E15.3.6 Relocate and Install Picnic Tables as per SCD-136A

(a) Anchor each table with two duckbill anchors. Co-ordinate with Contract Administrator and City Personnel to obtain padlocks and install same at the time the tables are placed. Contractor to supply duckbill anchors.

E15.4 Method of Measurement and Basis of Payment

(a) Measurement and payment shall be for each as per Form B: Prices.

(b) Where item is noted as "supply and install", said price shall include all Work necessary to supply and install each item of Site furniture.

(c) Where item is noted as "Install" Said price shall include all Work necessary to deliver item from City manufacturing facility to Site, and to install each item of Site furniture.

E16. PLAY CURB

General Description

- E16.1 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the drawings and specifications.
- E16.2 This specification shall cover the supply and installation of timber edging/retaining wall to contain the safety surfacing for the New Play Area.

Materials

- E16.3 All granular base material shall conform to CW 3110-R10 and CW3130-R1. 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.
- E16.4 All bottom timbers to be ACQ pressure treated (P.T.) pine, No.2 or better, no wane, bark, checking or splitting permitted. Wood shall be smooth and free of rough areas. All bottom Timber to be 150mm x 150mm to be longest lengths possible with a minimum length of 1200mm.
- E16.5 Screws shall be stainless steel or ceramic coated and certified for use with ACQ pressure treated wood.
- E16.6 All capping wood to be 32mm x 150mm Trex select coloured saddle S4S or approved equal in accordance with B6.

Construction Methods

- E16.7 Installation shall be as per SCD-651 and SCD-651A.
- E16.8 Layout shall be established by the Contractor on site as per the drawings provided. Contractor is to ensure that layout is established in such a way as to ensure that minimum safety zones for the proposed play equipment in accordance with on the most recent CSA safety zone requirements, can be established wholly within the curbing as laid out on site.
 - (a) Layout shall also include the placement of at least one 1.8m wide accessible entry point.
- E16.9 Timbers shall not be installed until after all rough grading is complete and both the rough grading and the layout and has been reviewed and approved as consistent with the general intent of the design drawings by the Contract Administrator.
- E16.10 Granular base shall be installed as per detail provided and compacted to a minimum of 95 percent Standard Proctor Density.
- E16.11 Base course timbers shall be pinned with a minimum of two (2) 19mm diameter by 500mm rebar at maximum 1200mm O.C.
- E16.12 Where the Drawings call for a two layer timber curb Contractor shall install as per SCD-651A. Each layer shall be spiked to the layer below. Where Drawings call for a three layer curb construction shall be similar with three layers of 150x150 mm pt timber, a trex cap, and each layer spiked to the layer below.
- E16.13 All timbers shall be cut neatly for a proper fit with no spaces or gaps between. All cuts shall be treated with end cut as per manufacturers recommendation before being secured. Finished elevations shall ensure that all timbers are smooth, level, set plumb and spaced uniformly. Cuts treated with end cut preservative after being joined will not be accepted.
- E16.14 Trex cap joints to be offset from bottom timber joints by a minimum of 450mm. Trex caps shall be pre-drilled, set with grain of wood curved down, and fastened to base course with screws treated for ACQ use and sized to suit. Trex capping above base course shall be secured with

double row of screws offset at 225mm and installed at 600mm O.C. Minimum length of Trex pieces shall be 1200mm.

E16.15 Trex cap shall be applied to existing play curb and attached consistent with provided details.

E16.16 Turf shall be repaired as required around edging in accordance with the CW 3510

Measurement and Payment

E16.17 Method of Measurement shall be as follows:

- (a) Play Curb will be measured on a linear metre basis. The entire length of the curb cap shall be measured and this length will be used to determine the total length of curb. This will be deemed to include the Trex cap, all lower layers, excavation, base, compaction, and joiners.

E16.18 Basis of Payment shall be as follows:

E16.18.1 Play Curb will be paid for at the unit price for "Supply and Install Play Curb" 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. PLAY SAFETY SURFACE

E17.1.1 Description

- (a) This specification shall cover the supply and installation of engineered wood fibre surfacing within the Play Area.

E17.1.2 Materials

- (a) Wood Fibre product shall be either Zeager Woodcarpet or Fibar FibarSystem 200 or 300 products or substitute in accordance with B6.
- (b) Wood Fibre surfacing shall be supplied by an authorized distributor and delivery slips are to be submitted to the Contract Administrator prior to installation.

(i) Contact for Woodcarpet:

Zeagar Bros. Inc.
4000 East Harrisburg Pike ·
Middletown, PA 17057
USA
Ph: (1-888) 346-8524 or (717) 944-7481 ·
Fax (717) 944-7681
sales@zeager.com

(ii) Contact for FibarSystem 200 or 300:

The Fibar Group LLC
80 Business Park Drive, Suite 300
Armonk, NY 10504-1705
USA
Ph: (800) 342-2721
Fax: (914) 273-8659
info@FibarPlaygrounds.com

- (c) If substitute to Zeagar Woodcarpet or Fibar FibarSystem 200 or 300 is proposed, it must meet the following conditions:
 - (i) materials must be IPEMA certified Engineered Wood Fiber
 - (ii) material must consist of random-sized, clean, engineered hardwood chips. Standard wood chips or bark mulch are not acceptable.
 - (iii) materials must meet or exceed ASTM F1292 standards for impact attenuation
 - (iv) materials must be certified by the CSA and approved for playground use
 - (v) materials must comply with ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment
 - (vi) materials must be covered by \$10,000,000.00 product liability insurance as well as provide a minimum 10 year warranty against loss of resiliency
- (d) Wood Fibre surfacing shall include wood fibre, filter cloth, subsurface drainage system and mats under swings and ends of slides.
- (e) Mats are to be installed directly on top of the geotextile fabric and secured in place with two (2) duckbill anchors per mat.

E17.1.3 Construction Methods

- (a) Wood Fibre shall be installed within the play areas, as defined by the timber edging to ensure a minimum depth of 300 mm after compaction. In the case where proposed play equipment includes a maximum fall height greater than 2.4m (8'), depth of material to directly correspond to maximum fall height of play equipment in accordance with manufacturer's specifications or 300 mm after compaction, whichever is greater.
- (b) The installation of the Wood Fibre shall be done immediately after the play equipment has been installed.
- (c) Installation of entire system, including fibre, filter cloth, subsurface drainage and mats under swings and slide ends shall be done according manufacturer's instructions. Adequate drainage within play equipment area must be ensured as per same.
- (d) Unless otherwise shown on the Drawings or instructed by the Contract Administrator, Subsurface of play area shall be graded to drain to one edge of the play area, and area cleared of any debris which inhibit proper drainage or installation of products. 150mm geocomposite drain pipe shall be installed to carry water from the manufacture recommended subsurface drainage system within the play area to run outside of the play area perimeter to drain towards an existing catch basin or low area, as per instruction by the Contract Administrator. The cost for the entire sub-drain system, manufacturer approved drainage layers, etc, shall be incidental to the cost for the safety surfacing.
- (e) Filter fabric must be cut and fit around playground equipment footings and overlap seams by 300mm.
- (f) Installation shall be done by equipment sized to suit the Work being done and the Wood Fibre shall be spread by hand as necessary in the immediate vicinity of the play equipment so as not to damage same. The play equipment shall be swept clean to the satisfaction of the Contract Administrator after installation of the Wood Fibre.

E17.2 Method of Measurement and Basis of Payment

E17.2.1 Method of Measurement shall be as follows:

- (a) Protective Surfacing will be measured on a Lump Sum Basis. That measurement shall be deemed to include the supply and installation of a new Wood Fibre Play Safety Surfacing System inc. drainage layer, required Mats and Fabric.

E17.2.2 Basis of Payment shall be as follows:

- (a) Protective Surfacing will be paid for at the lump sum price, 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. SUB-SURFACE DRAINAGE

E18.1 This specification shall include both the sub-surface drain in the playground area and extending the subdrain to the existing catch basin or to a new emitter.

E18.1.1 Description

- (a) Sub-surface drain (Subdrain) related to the playground consists of providing and placing a geocomposite prefabricated drain system as described on the drawings and herein. Drainage system shall be installed in accordance with these specifications and in close conformity with the locations and dimensions as shown on the plans or specified on site by the Contract Administrator. The quantities of drain as shown may be increased or decreased at the direction of the Contract Administrator based on actual site conditions that occur during construction of the project. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the Work.
- (b) The subsurface drain described in this section is not intended to replace the manufacturer specified drainage medium or layer but to supplement the safety surface manufacturer specified layer and provide a means of outfall. As such it is to be understood as being in addition to the safety surface manufacturer specified subsurface drainage system.

E18.1.2 Material

- (a) Subsurface drain (subdrain) will be Multi-Flow or approved substitute in accordance with B6. Drainage pipe will be 150 mm (6"). The manufacturer will size and approve all fittings for use with Multi-Flow or approved substitute drainage pipe.
- (b) The drain conduit shall be of flexible, prefabricated, rounded rectangular shaped, composite product. The drain conduit will be wrapped with a non-woven geotextile and will be a non-woven needle-punched construction and consist of long-chain polymeric fibres composed of polypropylene, polyethylene or polyamide. The fibres will be oriented into a multi-directional stable network whereby they retain their positions relative with each other and allow the passage of water as specified. The fabric will be free of any chemical treatment or coating, which reduces permeability and will be inert to chemical commonly found in soil. The geotextile will conform to the following minimum average roll values.

	Weight	ASTM D-3776	3.0 - 4.0
Tensile Strength		ASTM D-4632	100 - 130
Elongation %		ASTM D-4632	50 - 70
Puncture, lb		ASTM D-751	35 - 60
Mullen Burst, psi		ASTM D-3786	110 - 215
Trapezoidal Tear, lb		ASTM D-4533	40 - 42
Coefficient of Permeability		ASTM D-4491	.2 - .4 cm/sec
Flow Rate, gpm/ft ²		ASTM D-4491	100 - 140
Permittivity, 1/sec		ASTM D-4491	1.3 - 2.0
Apparent Opening Size		ASTM D-4751	60/70 Max. US Std Sieve Opening
Seam Strength, lb/ft		ASTM D-4595	100
Fungus		ASTM G-21	No Growth

- (c) The drainage core shall be made of a high-density polyethylene. The core shall be constructed using interconnected corrugated pipes that define and provide the flow

channels and structural integrity of the drain. The geotextile shall function only as a filter. The core of the edge drain shall conform to the following physical property requirements.

Thickness, inches	ASTM D-1777	1.0
Flow Rate, gpm/ft*	ASTM D-4716	29
Compressive Strength, psf	ASTM D-1621 (modified sand method)	6000
Pipe Stiffness, pii	ASTM D-2412	100

* At gradient = 0.1, pressure = 10 psi for 100 hours.

(d) Fittings

- (i) The fittings used with the edge drain shall be of a snap together design. In no case shall any drainage product be joined without the use of the manufacturers connector designed specifically for the purpose. Cleanouts will be provided as indicated on the drawing.

(e) Pipe

- (i) Pipe for drain outlet laterals will be either 75 mm (3") PVC pipe meeting the requirements of ASTM D-2729 or ASTM F-949, or high-density polyethylene pipe meeting the requirements of AASHTO M252.
- (ii) A rodent screen made of 0.3 inch by 0.3-inch square opening size, 0.063-inch gauge, stainless steel or galvanized, welded wire mesh shall be installed in each outlet lateral line. When using galvanized welded wire mesh, the rodent screen shall be galvanized after it has been formed to the shape and dimensions shown on the plans or specified by the Contract Administrator.

E18.1.3 Backfill for Trenches

- (i) Backfill will be coarse sand whose particle size is defined as less than 5% retained on a # 10 screen and less than 5% passing through a # 30 (US Std Sieve) In no case will more than 1% pass a # 60 screen.
- (ii) Contractor shall supply the Contract Administrator a sample of backfill material at least 5 working days prior to installing the geocomposite. Contractor shall not proceed with geocomposite work until the Contract Administrator has approved the backfill material.

E18.1.4 Methods

(a) Subdrain

- (i) The layout of the subdrain is to be marked on Site and approved by the Contract Administrator prior to trenching. Trenches shall be a min. 150mm in width. Optimum location for extending subdrain beyond the play area limits to be determined on site. Bidder shall include minimum 24m (or more if shown on the drawings) of drainage pipe beyond play area limits in cost for sub-surface drainage. Drainage pipe connected to adjacent catch basin. Connection to be grouted in place to the satisfaction of the Contract Administrator.
- (ii) Subdrain is to be laid on the prepared surface to facilitate cross movement of water. Subdrain shall be installed below geotextile and in conformance with details provided.
- (iii) Contractor is to protect subdrain from excessive weight during the duration of construction and to repair and make good any pipe collapsed prior to acceptance.
- (iv) Fittings for the drain will be installed in accordance with the manufacturer's recommendations and Specification.

- (v) Any damaged edge drain or outlet lateral will be replaced or repaired by splicing in an undamaged section of drain at the Contractor's expense. The repair must be in accordance with the manufacturers specification and to the satisfaction of the Contract Administrator.
- (vi) Outfall is to be into existing catch basin where shown on the drawings. Connection to be re-grouted around the drain pipe. If no catchbasin is present contractor will provide a 3" polyolefin pop-up drainage emitter with elbow joint, product reference no. NDS# 620 or approved substitute in accordance with B6. Multiflow, or approved substitute, shall be connected to emitter by using manufacturer's adaptor for connecting drainage pipe to 75mm or 100mm round orifice on appropriate hardware. Emitter is to be located on Site by Contract Administrator.

E18.2 Method of Measurement and Basis of Payment

E18.2.1 Method of Measurement and payment shall be as follows:

- (a) Subdrain shall be measured for length and paid for at the rate indicated for "Supply and Install Playground and Swail Subdrain" on Form B:Prices. This price shall include the pipe, trenching, backfill, surface restoration, and connection to existing catch basin and/or emitter.

PLAY EQUIPMENT

E19. PLAY EQUIPMENT

- E19.1 This specification shall cover the supply and installation of the Play Equipment in accordance with E1.1 Applicable Specifications and Drawings.
- E19.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work in accordance with E1.1 Applicable Specifications and Drawings.
- E19.3 The Contractor shall obtain all approvals including permit if required.
- E19.4 Play Area:
 - (a) Play equipment designed for children ages 2 to 12. Play equipment shall provide the following play activities:
 - (i) Sensory & Imaginative Play;
 - (ii) Climbing;
 - (iii) Motion; and
 - (iv) Sliding.
 - (b) The design submission shall be evaluated as per B17.
 - (c) If a playstructure is proposed, it shall include 1 (one) transfer station for access of adult caregiver or reduced mobility access;
- E19.5 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 shall be indicated in the Bid Submission.
- E19.6 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.

E19.7 Components which are generally not accepted but may be considered are the following:

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

E19.8 Playstructures

E19.8.1 General Description

- (a) If a Playstructure is specified, this specification shall cover the supply and installation of it.
- (b) Play equipment shall be installed in the play areas as shown on the attached Drawing. The play equipment and their safety zones should fit into the proposed play areas. Efficiency and good use of space will be considered in the evaluation of submissions.

E19.8.2 Materials

- (a) Posts/Caps
 - (i) All posts shall be a minimum 5" O.D. round or 4" square tubing for a post and deck structure.
 - (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 less than 4', or for structures with 2 decks or less.
 - (iii) All posts shall be fabricated from either aluminium (0.125" (11ga) min. wall thickness) or galvanized steel (0.120" (11 ga) 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.
 - (iv) In the case of a deckless structure, a minimum size of 2 3/8" O.D. round posts fabricated out of steel or aluminum is acceptable.
 - (v) 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).
 - (vi) 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 handloops shall be fabricated using a minimum of 1 5/16" (24mm) O.D. with a 120" wall thickness steel tubing. After all fabrication activities have occurred including end cuts, drill holes, bends and weld joints, all components shall be hot dipped galvanized.
 - (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) North or east orientation.
 - (ii) Minimum of one stainless steel slide.
 - (h) Each playstructure shall have kick plates and hand loops as required to meet the most recent Canadian Standards Association Standards.
- (b) Installation
- (a) Play equipment shall be installed as per manufacturer's specifications and in accordance with the most recent Canadian Standards Association Standards.
 - (b) All posts and other vertical items shall be plumb and true to vertical, if so designed.
 - (c) One play equipment installer on site, at minimum, must be a valid Canadian Certified Playground Inspector.
 - (d) All decks shall be level, if so designed.

E19.9 Independent Components

E19.9.1 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 shall be installed as per the proposed design, as the proposed budget will allow.
- (d) Independent Components shall be installed in the available areas as shown on Drawings. The Components and their safety zones shall fit into the proposed play area.

E19.9.2 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, stainless steel is preferred. If other slides are proposed on the Site one may be plastic. North or east orientation preferred. If independent slide over 4' high is proposed, support posts shall be minimum 5" O.D.
 - (ii) Tube (enclosed) slides and plastic spiral slides will not be accepted.
- (g) Foundations
 - (i) Shall be as per E21.1.

E19.10 Method of Measurement and Basis of Payment

E19.10.1 Method of Measurement shall be as follows:

- (a) Play Equipment shall be measured on a lump sum basis for:
 - (i) "New Composite Play Structure and Independent Play Equipment, on Form B: Prices

E19.10.2 Basis of Payment shall be as follows:

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

E20. SWINGS

E20.1 General Description

E20.1.1 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the specifications.

E20.1.2 This specification shall cover the supply and installation of minimum one (1) complete swing standard at Simkin Park as specified herein:

- (a) Three Leg Heavy Duty Swing Frame, 2.4 m (8' ft.) high, 2 -Bay, complete with two (2) slash-proof rubber, enclosed infant seats, and two (2) slash-proof rubber belt seat, heavy-duty chain, swing hangers and hammer locks/bolt links.

E20.1.3 This specification shall cover the supply and installation of one (1) complete bowl type swing at Primrose Park

E20.2 Materials

E20.2.1 Bowl Swing shall be a multi-person bowl type swing or equal approved in accordance with B6.

- (a) Acceptable products include Landscape Structures Oodle swing, Gametime Arch Swing, and Burke Volito.
- (b) Swing must be configured to use chains for the suspension of the swing bowl.

E20.2.2 Topbeam

- (a) All topbeams shall be fabricated from **3 1/2" O.D. 8 gauge, RS40 galvanized steel pipe with anti-wrap swings**. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating.

E20.2.3 Legs

- (a) All legs shall be fabricated from 2 3/8" O.D. 10 gauge, RS40 galvanized steel pipe. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating. The bottom end of the posts is to be sealed with a moisture barrier.

E20.2.4 Yoke Clamps

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

E20.2.5 Swing Hangers

- (a) All swing hangers shall be fabricated from galvanized malleable iron and have oil impregnated bearings pressed in.

E20.2.6 Swing Chain

- (a) All swing chain shall be 4/0 straight link, galvanized steel.

E20.2.7 Enclosed Infant (Bucket) Seats

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

E20.2.8 Belt Seats

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

E20.2.9 Hardware

- (a) All fasteners shall be tamper proof in design, requiring special tools. The fasteners shall be either carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel.

E20.2.10 Concrete Foundations

- (a) Post shall be installed into a concrete footing the composition of which is detailed in E21.

E20.3 Installation

E20.3.1 Installation shall be in accordance with Manufacturers specifications.

E20.3.2 Top rail is to be level and posts securing anchored in concrete.

E20.3.3 Swing seats shall not be installed until the protective surfacing, has been installed

E20.4 Method of Measurement and Basis of Payment

E20.4.1 Method of Measurement shall be as follows:

- (a) Double bay swing c.w. seats will be measured on a per unit basis for: "Supply and Install Swings on Form B: Prices.
- (b) Bowl swing will be measured on a per unit basis for: "Supply and Install Bowl type swing" on Form B: Prices.

E20.4.2 Basis of Payment shall be as follows:

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

- (b) Bowl Swing 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.

E21. FOUNDATIONS

E21.1 General Description

- E21.1.1 All playground equipment posts, bases and anchors are to be set in concrete footings or piles to ensure stability and prevent frost heaving. An alternative to concrete footings or piles that may be approved includes a welded and secured rail mounting system. The current Standard Construction Specifications of the City of Winnipeg, CW 2160 –latest revision - Concrete to be used in Underground Works, is to be utilized in the installation of the concrete works for all below ground components.

E21.2 Materials

- E21.2.1 The specific concrete requirements shall be:
- (a) Sulphate 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.

E21.3 Installation

- E21.3.1 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.
- E21.3.2 All concrete footings for play equipment shall be a **minimum of 3' depth**, or in accordance with Manufacturer's specifications, whichever is greater.

E21.4 Method of Measurement and Basis of Payment

- E21.4.1 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.
- E21.4.2 Basis of Payment shall be as follows:
- (a) No separate payment shall be made for play equipment foundations.

E22. MAINTENANCE KITS

- E22.1 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.
- E22.2 There shall be no payment for the maintenance kits.