



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 91-2020**

**NORBERRY-GLENLEE COMMUNITY CENTRE PLAYGROUND DEVELOPMENT**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 NORBERRY-GLENLEE COMMUNITY CENTRE PLAYGROUND DEVELOPMENT

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 9, 2020.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

B3.1 Further to C3.1, the Proponent may view the Site without making an appointment.

B3.2 The Proponent is responsible for determining:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect his/her Proposal or the performance of the Work.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 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.

B4.3 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.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B4.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support

Phone: 1-800-964-6379  
Email: merx@merx.com

## **B5. CONFIDENTIALITY**

- B5.1 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.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **B6. ADDENDA**

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B6.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

## **B7. SUBSTITUTES**

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The 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.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential 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.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B7.8 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 B21.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B8. PROPOSAL SUBMISSION**

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal;
  - (b) Form B: Prices.
- B8.2 Further to B8.1 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.
- B8.3 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B8.4 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B8.4.1 Proposals will **only** be accepted electronically through MERX.
- B8.5 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).

B8.6 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

**B9. PROPOSAL (SECTION A)**

B9.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.

B9.2 Paragraph 2 of Form A: Bid/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.

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

B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B9.4 Paragraph 13 of Form A: Bid/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.

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

B9.5 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.

**B10. PRICES**

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

B10.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D28. Any such costs shall be determined in accordance with D28.

B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B11. DESIGN DRAWINGS**

B11.1 The Proponent should 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 should 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.

**B12. COMPONENT DESCRIPTIONS**

B12.1 The Proponent should submit component description and/or graphic or catalogue reference outlining specifications of play equipment components.

**B13. DISCLOSURE**

B13.1 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.

B13.2 The Persons are:

(a) n/a

**B14. CONFLICT OF INTEREST AND GOOD FAITH**

B14.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
  - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B14.3 In connection with its Proposal, each entity identified in B14.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;



- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
  - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B14.4 Without limiting B14.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B14.5 Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
  - (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
  - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B15. QUALIFICATION**

- B15.1 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.
- B15.2 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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>.
- B15.3 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);
- (d) have a valid Canadian Certified Playground Inspector.

B15.4 Further to B15.3(c), should the Total Bid Price exceed \$100,000.00, 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™) in the form of:
  - (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/>).

B15.5 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.

B15.6 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.

## **B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).

B16.3 The Proponent is advised any information contained in any Proposal 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).

B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16.4 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.

**B17. IRREVOCABLE OFFER**

- B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B17.2 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 the time period specified in Paragraph 11 of Form A: Bid/Proposal.

**B18. WITHDRAWAL OF OFFERS**

- B18.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

**B19. INTERVIEWS**

- B19.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

**B20. NEGOTIATIONS**

- B20.1 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.
- B20.2 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.
- B20.3 If, in the course of negotiations pursuant to B20.2, 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.

**B21. EVALUATION OF PROPOSALS**

- B21.1 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 B15: **(pass/fail)**
  - (c) Total Bid Price; **10 points**
  - (d) Design Drawings/Component Descriptions **90 points**
- B21.2 Further to B21.1(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.
- B21.3 Further to B21.1(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 qualified.
- B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

- B21.5 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B21.6 Further to B21.1(c), where the Total Bid Price exceeds the estimate stated D2.2, the City may determine that no award will be made in accordance with B22.2.1(a).
- B21.7 Further to B21.1(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.
- B21.7.1 Further to B21.1(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.
- B21.8 Further to B21.1(c), the Award Authority may reject a Bid as being non-responsive if it exceeds the budget as shown in D2.2.
- B21.8.1 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.
- B21.9 Further to B21.1(d) Design Drawings/Component Descriptions shall be evaluated with a weighting of 90 points out of a total of 100 possible points as per B11 and B12.
- B21.9.1 The Design shall be evaluated on the following criteria:
- (a) compliance with CSA Standards (pass/fail);
  - (b) play value (**maximum 34 points**):
    - (i) **5 points** – Gross Motor Play Experience(s) (Climbing, balancing, etc.);
    - (ii) **7 points** – Motion Component(s);
    - (iii) **6 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) for 2-12 year old;
    - (vi) **5 points** - Variety of play Components.
  - (c) Designed for inclusive play using Universal Design (**maximum 20 points**):
    - (i) Complies with section 2.3.5 of the 2015 City of Winnipeg Accessibility Design Standard  
[https://winnipeg.ca/ppd/Documents/CityPlanning/UniversalDesign/Access\\_Desiqn\\_Standards.pdf](https://winnipeg.ca/ppd/Documents/CityPlanning/UniversalDesign/Access_Desiqn_Standards.pdf) (**pass/fail**);
    - (ii) **10 points** – Provision of tactile and auditory play experiences;
    - (iii) **6 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.

## **B22. AWARD OF CONTRACT**

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 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 qualified, and the Proposals are determined to be responsive.
  - B22.2.1 Without limiting the generality of B22.2, 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.
  - B22.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
    - B22.3.1 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.
  - B22.4 The City may, at its discretion, award the Contract in phases.
    - B22.4.1 Further to B22.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
  - B22.5 Notwithstanding Paragraph 7 of Form A: Bid/Proposal and C4, the City will issue an award letter to the successful Proponent in lieu of execution of a Contract.
    - B22.5.1 The Contract documents as defined in C1.1(n) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
  - B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
  - B22.7 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D28 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
  - B22.8 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Contract Administrator.
  - B22.9 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 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm) .
- C0.2 A reference in the 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:

- (a) Removals;
- (b) Excavation and grading;
- (c) Granular pavement;
- (d) Timber play edging;
- (e) Poured in place rubber safety surfacing;
- (f) Playground equipment and swings;
- (g) Site furnishings; and
- (h) Soil and sod.

D2.2 The pre-bid estimate for this Contract is \$296,000.00.

#### **D3. DEFINITIONS**

D3.1 When used in this Request for Proposal:

- (a) "**CW**" means current City of Winnipeg Standard Construction Specification;
- (b) "**SD**" means current City of Winnipeg Standard Construction Detail; and
- (c) "**SCD**" means current City of Winnipeg Parks Planning Standard Construction Detail Drawings.

#### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:

Lindsay Lagman  
Landscape Designer  
Telephone No. 204 451-4185  
Email address: LLAGman@winnipeg.ca

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

#### **D5. CONTRACTOR'S SUPERVISOR**

D5.1 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.

D5.2 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.

D5.2.1 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.

## **D6. NOTICES**

D6.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.

D6.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg  
Legal Services Department  
Attn: Director of Legal Services  
Facsimile No.: 204 947-9155

## **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>.

D8.3 Notwithstanding B15.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

### **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 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 Request for Proposal 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 Documents, as applicable.

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. CONTRACT SECURITY**

D10.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract 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; and
- (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price; or
- (c) 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 H3: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (d) 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 contract 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 contract security.

D10.2 The Contractor shall provide the City Solicitor with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D10.3 Where the contract security is provided in accordance with D10.1(a) and D10.1(b), the Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:

- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D10.1(b); and
- (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

## **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 Documents, as applicable.

## **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) Removals;
- (c) Excavation for play area, pavement and sod;
- (d) Rough Grading & earthwork;
- (e) Installation of play edging;
- (f) Installation of play equipment;
- (g) Installation of poured in place rubber safety surfacing & base material
- (h) Installation of granular pavement;
- (i) Installation of site furnishings,
- (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.

## **SCHEDULE OF WORK**

### **D13. COMMENCEMENT**

D13.1 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.

D13.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in 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 contract security specified in D10;
  - (vi) the Subcontractor list specified in D11; and
  - (vii) the detailed work schedule specified in D12.
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

**D13.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the award letter.**

**D13.4 The Contractor shall commence the Work on the Site within forty two (42) Calendar Days of receipt of the Award Letter.**

D13.4.1 If the actual date of award is later than the intended date, the dates specified for Commencement, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

**D14. SUBSTANTIAL PERFORMANCE**

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

D14.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D14.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

**D15. TOTAL PERFORMANCE**

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

D15.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D15.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

**D16. LIQUIDATED DAMAGES**

D16.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City five hundred dollars (\$500) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.

D16.2 The amount specified for liquidated damages in D16.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.

D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

**D17. SCHEDULED MAINTENANCE**

D17.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

(a) Sod as specified in E15.

D17.2 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**

### **D18. JOB MEETINGS**

D18.1 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.

D18.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

### **D19. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D19.1 Further to C6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

### **D20. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D20.1 Further to B15.4, 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 B15.4.

### **D21. PLANT AND MATERIALS**

D21.1 Plant and Material that is the property of the City shall not be removed from the Site, disposed of or used except for the purposes of the Work without the prior consent of the Contract Administrator.

D21.2 The Contractor shall keep such records of all Plant and Material supplied or placed in the care, custody and control of the Contractor by the City as the Contract Administrator may from time to time require and shall satisfy the Contract Administrator, when requested, that such Plant and Material are at the place and in the condition required by the City.

### **D22. SAFETY**

D22.1 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.

D22.2 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.

D22.3 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.

## **D23. SITE CLEANING**

- D23.1 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.
- D23.1.1 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.
- D23.1.2 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.

## **D24. INSPECTION**

- D24.1 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.
- D24.2 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.

## **D25. DEFICIENCIES**

- D25.1 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.
- D25.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C19.7, 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.
- D25.3 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.
- D25.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D25.2, 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

### D26. PAYMENT

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

## WARRANTY

### D27. WARRANTY

D27.1 Warranty is as stated in C13.

## THIRD PARTY AGREEMENTS

### D28. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D28.1 Funding for the Work of the Contract is being provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada and accordingly, as required by the applicable funding agreements, the following terms and conditions shall apply.

D28.2 For the purposes of D28:

- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D28.3 Indemnification By Contractor

D28.3.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D28.4 Records Retention and Audits

D28.4.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D28.4.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D28.4.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request

by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D28.5 Other Obligations

- D28.5.1 The Contractor consents to the City providing a copy of the Contract to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D28.5.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D28.5.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D28.5.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

**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. 91-2020

NORBERRY-GLENLEE COMMUNITY CENTRE PLAYGROUND DEVELOPMENT

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: LABOUR AND MATERIAL PAYMENT BOND**  
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_  
his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Principal"), and

\_\_\_\_\_  
his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), for the use and benefit of claimants as hereinbelow defined, in the amount of

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

of lawful money of Canada, for the payment whereof we, the Principal and the Surety jointly and severally bind ourselves firmly by these presents.

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

RFP NO. 91-2020

NORBERRY-GLENLEE COMMUNITY CENTRE PLAYGROUND DEVELOPMENT

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 promptly make payment to all claimants as hereinafter defined, for all labour, service and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject, however, to the following conditions:

- (a) A claimant is defined as one having a direct contract with the Principal for labour, service and material, or any of them, used or reasonably required for use in the performance of the contract, labour, service and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment (but excluding rent of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract;
- (b) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work, labour or service was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon;
- (c) No suit or action shall be commenced hereunder by any claimant
  - (i) unless claimant shall have given written notice to the Principal and the Surety above-named, within one hundred and twenty (120) days after such claimant did or performed the last of the work, labour or service, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work, labour or service was done or performed. Such notice shall be served by mailing the same by registered mail to the Principal, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the Province of Manitoba;

- (ii) after the expiration of one (1) year following the date on which Principal ceased work on said Contract; including work performed under the guarantees provided in the Contract;
  - (iii) other than in a court of competent jurisdiction in the Province of Manitoba.
- (d) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.
- (e) The Surety shall not be liable for a greater sum than the specified penalty of this bond.

The Principal and Surety hereby agree that The Guarantors' Liability Act (Manitoba) shall apply to this Bond.

IN TESTIMONY WHEREOF, the Principal has hereunto set its hand affixed its seal, and the Surety has caused these presents to be sealed and with its corporate seal duly attested by the authorized signature of its signing authority this

\_\_\_\_\_ 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 H3: IRREVOCABLE STANDBY LETTER OF CREDIT  
(CONTRACT SECURITY)**  
(See D10)

\_\_\_\_\_  
(Date)

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

RE: CONTRACT SECURITY – RFP NO. 91-2020

NORBERRY-GLENLEE COMMUNITY CENTRE PLAYGROUND DEVELOPMENT

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.

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.

Except where they may conflict with the terms and conditions contained in this Letter of Credit, the International Standby Practices 1998 shall apply to this Letter of Credit. This Letter of Credit shall also be governed by and construed in accordance with the laws of the Province of Manitoba and of Canada as applicable therein, except to the extent that such laws are inconsistent with the International Standby Practices 1998. This Letter of Credit is subject to the exclusive jurisdiction of the courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

\_\_\_\_\_  
(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 Request for Proposal shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.4 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
N.26-C1-R0	Existing Conditions & Removals Plan
N.26-C2-R0	Materials Plan
N.26-C3-R0	Layout Plan
SCD-119-R3	Waste Receptacle Side Opening Metal Slat Type
SCD-121A-R2	Tache Bench Composite with Arms
SCD-122A-R1	Tache Style Wheelchair Metal Frame Picnic Table
SCD-136A-R2	Accessible Bench Node & Picnic Table Layout
SCD-154-R3	Bilingual Park Sign w/ Address
SCD-646-R1	Parkway Path Crushed Limestone
SCD-651-R4	Single Timber Edging with Cap
SCD-651B-R5	Timber Edging Detail to Fence

#### E2. EXISTING SERVICES AND UTILITIES

- E2.1 No responsibility will be assumed by the City for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface; the City shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.

#### E3. ACCESS TO SITE

- E3.1 Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at his/her own expense and approved by the Contract Administrator.
- E3.2 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.

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

- E4.1 Further to C6.12, the Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of same before proceeding with the Work, and pay any cost attached to the inspection of such plans.
- E4.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.
- E4.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.
- E4.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.
- E4.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.
- E4.6 The Contractor and Sub-contractors must be fully aware of all Work involving hazardous materials. All Work must be performed in compliance with the Manitoba Department of Labour Workplace Health and Safety Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification to the Contract Administrator of his/her encountering of suspected hazardous material during their course of Work.

#### **E5. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY**

- E5.1 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing trees, shrubs, sod, pavements, streets, roads, boulevards, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the Site of the Work. For all damage incurred in the performance of the Work (either directly or indirectly), the Contractor shall either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to City of Winnipeg Contract Administrator, and the cost of which shall be borne entirely by the Contractor. The Contractor shall also indemnify and save harmless the City from all claims made directly or indirectly against it in respect to any such damage.
- E5.2 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing park trees within the limits of the construction area:
- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment within 2 metres of trees.
  - (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2400 wood planks, or suitable protection as approved by the Contract Administrator.
  - (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.



E5.3 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his/her designate.

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

## **E6. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT**

E6.1 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.

E6.2 Ambulance/ Emergency vehicle access must be maintained at all times.

## **E7. PROTECTION OF THE SURVEY INFRASTRUCTURE**

E7.1 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.

E7.2 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.

E7.3 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.

E7.4 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.

## **E8. SITE ENCLOSURES**

E8.1 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.

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

## **SITE DEVELOPMENT**

### **E9. REMOVALS**

E9.1 General Description

- E9.1.1 This Specification shall cover the removal of Park assets including but not limited to shortening chain link fencing and removal of four (4) benches.
- E9.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.
- E9.2 Construction methods
- E9.2.1 Remove items designated for removal as per the Drawings.  
(a) Shorten chain link per CW 3550.
- E9.2.2 Removals shall include removal of any foundation or footings to one metre below proposed grade.
- E9.2.3 Excavate, add clean fill if necessary, and grade to the limits shown on Drawings to the depths necessary to achieve finish grade
- E9.2.4 Removal shall include hauling of all waste materials from the site and disposal of these materials at dumps approved by the Contract Administrator.
- E9.2.5 Holes and depressions left by removals are to be filled with earthen material w/ 150 mm top coat of topsoil per E15.
- E9.3 Method of Measurement
- E9.3.1 Method of Measurement shall be as follows:  
(a) Removals shall be measured on a lump sum basis for:  
(i) "Remove & legally dispose of 4 existing benches, shorten existing chain link fence by approx. 4.9 m (16')" on Form B: Prices.  
(b) No separate measurement shall be made for filling holes and depressions with fill material as this Work is incidental to the Work herein.  
(c) No separate measurement shall be made for excavation of existing granular pavement as this Work is incidental to E15.
- E9.4 Basis of Payment
- E9.4.1 Basis of Payment shall be as follows:  
(a) Removals will be paid for at the Contract Unit Prices on the Bid Form. The amount to be paid for shall be the total number of units, measured as specified herein, which price shall be for full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.  
(b) No additional payment shall be made for filling holes and depressions with fill material as this Work is incidental to the Work herein.  
(c) No additional payment shall be made for excavation of existing granular pavement as this Work is incidental to E15.

## **E10. EXCAVATION AND GRADING**

### **E10.1 General Description**

- E10.1.1 This Specification shall amend and supplement CW 3110 and CW 3170. It shall cover the excavation and legal disposal of existing earthen materials and site grading.  
(a) **If required by the Contract Administrator, layout and grades shall be established by a professional land surveyor.**

- E10.1.2 Excavation includes the removal of items (i.e., earthen materials) as indicated on the Drawings and as directed by the Contract Administrator. Work includes the satisfactory disposal of unsuitable Site material such as clays susceptible to frost-heaving, silts, rock, rubble, rubbish and any surplus suitable Site material.
- (a) Work shall include but not be limited to the following:
    - (i) Excavate, add clean fill if necessary, and grade to the limits shown on Drawings to the depths necessary to achieve finish grade for
      - ◆ Play area depth of excavation is min. 200 mm with a variance of  $\pm 25$  mm throughout;
      - ◆ New granular pathway and seating area excavation to 200 mm below finished grade;
      - ◆ Sod repair at existing granular pavement excavation is min. 150 mm with a variance of  $\pm 25$  mm throughout;
      - ◆ Berm – scarify grade as per Drawings prior to berm construction.
    - (ii) All extraneous materials are to be removed from the Site and disposed of in a safe and legal manner.
- E10.1.3 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.
- E10.2 Construction Methods
- E10.2.1 Excavation
- (a) Stockpile suitable, approved material on Site for reuse (clean topsoil, clean earth fill,) in a secure location. Remove and dispose of unsuitable material.
  - (b) Disposal of material shall be understood to mean the hauling of all unsuitable material from the Site and the unloading in a legal manner acceptable to the Contract Administrator. If arrangements are made in advance excavated material may be disposed of on Site at a location designated by the Contract Administrator.
  - (c) Contractor must coordinate with the Contract Administrator to ensure all removals have occurred.
  - (d) Excavate to the limits shown and as necessary to achieve finish grades as indicated on the Drawings. Where design grades are not shown, the new surface materials shall be installed to meet flush with surrounding grades, and sloped so as not to impede the existing drainage pattern.
  - (e) The Contractor shall construct all sub-grades in accordance with CW 3110. This shall include the use of suitable compaction equipment as approved by the Contract Administrator to achieve a minimum compaction of 98% Standard Proctor Density below all paved areas (asphalt, concrete, stone chip and limestone paving), and 90% Standard Proctor Density in all other areas disturbed under this Contract unless otherwise indicated. Lifts shall not exceed a compacted thickness of 150 mm.
  - (f) Where new sod will meet existing, employ a vertical shearing operation, such as using a sharp spade or edger, along the outside edges of the excavation to create a clean and definite line for the new sod to abut flush to.
- E10.2.2 Grading
- (a) Site grading shall be as per the Drawings.
  - (b) The design grade shall be considered to be straight grade between finished design elevations shown. Changes in grade at swales or where it meets existing sod shall be gently contoured to allow for ease of grass mowing operations.

- (c) Contractor to ensure site grading does not create tripping hazards and no areas of standing water remain.
- (d) If necessary the Contractor shall import clean fill to achieve grades as per the Drawings.
- (e) Backfill shall be placed in a dry, thawed condition and shall be maintained free of moisture or frost.
- (f) In fill areas where the difference between the existing ground elevation and the new finished design elevation is less than 300 mm, the Contractor shall scarify the existing ground to a minimum depth of 50 mm prior to placement of any fill.
- (g) In areas where new grades are greater than 75 mm than existing grades, clean fill shall be used to achieve finished subgrade levels. Clean fill can be used from On-Site grading operations. If additional clean fill is required, it must be hauled in from Off-Site.

#### E10.2.3 Finish Grading

- (a) Following earthmoving, rough grading and compaction, the Work areas shall be finish graded to provide a maximum deviation of 50 mm in 10 meters from the design grade with no low areas that hold water. The finished surface of all disturbed areas shall be dragged and smoothed in such a manner that there are no loose soil particles greater than 50 mm.
- (b) When grading for an athletic field or swale, the grading work must be undertaken using earthmoving equipment that is guided by laser or GPS controlled data. Visual grade stakes shall also be installed to supplement the electronic data, unless otherwise agreed to by Contract Administrator.
- (c) All surplus fill material shall be removed and legally disposed off-site.
- (d) Do not disturb adjacent items designated to remain in place.

#### E10.3 Method of Measurement and Basis of Payment

##### E10.3.1 Method of Measurement shall be as follows:

- (a) Excavation for play area shall be measured on a cubic metre basis for:
  - (i) "Excavate & salvage earthen material for play area (200 mm depth min.)" on Form B: Prices
  - (ii) **The Bidder must indicate for Item 1 on Form B: Prices the required quantity of units dependent on the submission.**
- (b) Excavation for rough grading of berm shall be measured on a cubic metre basis for:
  - (i) "Rough grading (berm) w/ salvaged earthen material & 24 CM owner supplied fill" on Form B: Prices
  - (ii) **The Bidder must indicate for Item 2 on Form B: Prices the required quantity of units dependent on the submission.**
- (c) No separate measurement shall be made for:
  - (i) Cultivation and scarification of existing grade prior to berm construction as this item is incidental to the Work herein.
  - (ii) Transfer of earthen material from Owner stockpile to construction area, as this item is incidental to the Work herein.
  - (iii) Import of clean fill to achieve rough grading and earthwork.
  - (iv) Excavation and grading of granular pavement as this item is incidental to E11.
  - (v) Excavation of existing granular pavement and grading for soil and sod as this item is incidental to E15.
- (d) If required by the Contract Administrator, no separate measurement will be made for retaining services relating to survey of layout and establishing grades as these items are incidental to the Work herein.

**E10.3.2 Basis of Payment shall be as follows:**

- (a) Excavation and Grading will be paid for at the Contract Unit Prices on the Form B: Prices. The amount to be paid for shall be the total number of units, measured as specified herein, which price shall be for full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
- (b) No additional payment shall be made for:
  - (i) Cultivation and scarification of existing grade prior to berm construction as this item is incidental to the Work herein.
  - (ii) Transfer of earthen material from Owner stockpile to construction area, as this item is incidental to the Work herein.
  - (iii) Import of clean fill to achieve rough grading and earthwork.
  - (iv) Excavation and grading of granular pavement as this item is incidental to E11.
  - (v) Excavation of existing granular pavement and grading for soil and sod as this item is incidental to E15.
- (c) If required by the Contract Administrator, no additional payment will be made for retaining services relating to survey of layout and establishing grades as these items are incidental to the Work herein.

**E11. COMPACTED GRANULAR PAVEMENT**

**E11.1 General Description**

E11.1.1 This Specification shall amend and supplement CW 3110 and SCD-646 and shall cover the supply and installation of compacted granular pavement.

E11.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

**E11.2 General Instructions**

**E11.2.1 Quality Control**

- (a) Testing and Approval of Materials
  - (i) Material testing may be required as per this Specification and as directed by the Contract Administrator.

**E11.2.2 Submittals**

- (a) Samples
  - (i) Material samples may be required, at the discretion of the Contract Administrator, for materials supplied under this Specification.

**E11.3 Excavation**

**E11.3.1 Description**

- (a) This Specification shall be done in accordance with E9, CW 3110, and SCD-646 as indicated on the Drawings.
- (b) Excavation shall be understood to include all removal of existing insitu material necessary to achieve finished grade and as indicated on the Drawings and in accordance with E9.
- (c) The Contractor shall survey and stake out the proposed granular pavement prior to the start of construction as shown on the construction drawings. Layout shall be checked and confirmed with Contract Administrator prior to construction.

#### E11.3.2 Construction Methods

- (a) Excavation shall be performed as per E9 and as outlined in Section 3.2 of CW 3310.
- (b) In locations where existing trees root systems intersect with the pavement area, excavation shall be done carefully so as not to damage or sever any roots of the trees.
- (c) If any pavement exists at the limits of the designated area of removal, these shall be saw cut for the full depth of the pavement prior to the demolition and removal operations. All costs in connection with saw cutting are incidental and shall be included in the unit price bid for excavation.
- (d) All excavated material shall be removed, hauled and disposed of off-site to the satisfaction of the Contract Administrator.

#### E11.4 Sub-Grade Compaction

##### E11.4.1 Description

- (a) Sub grade compaction shall be done in accordance with CW 3110.

##### E11.4.2 Construction Methods

- (a) Sub-grade compaction shall be performed as outlined in Section 3.3 of CW 3110.
- (b) Sub-grade shall be free of any fibrous organics, softened and disturbed soil. The prepared sub-grade shall be proof rolled with a heavy sheep's foot roller (minimum 25 passes) and inspected by the Contract Administrator to detect for any soft spots prior to the placement of overlying granular fills.

#### E11.5 Geotextile Fabric

##### E11.5.1 Description

- (a) Geotextile Fabric shall be placed in accordance with CW 3130.

##### E11.5.2 Materials

- (a) The separation/ reinforcement geotextile fabric shall conform to the Products Approved as listed in City of Winnipeg Specification for Approved Products for Surface Works.
  - (i) [https://www.winnipeg.ca/finance/findata/matmgt/std\\_const\\_spec/current/Docs/Approved\\_Products\\_Surface\\_Works.pdf](https://www.winnipeg.ca/finance/findata/matmgt/std_const_spec/current/Docs/Approved_Products_Surface_Works.pdf)
- (b) Construction Methods No separate measurement shall be made for excavation of existing granular pavement as this Work is incidental to E15.
- (c) Separation/reinforcement geotextile fabric shall be installed as outlined in Section 3.1 of CW 3110.

#### E11.6 Crushed Limestone Materials

##### E11.6.1 Description

- (a) Crushed limestone base material shall be supplied and installed in accordance with CW 3110 and as per the Drawings.

##### E11.6.2 Materials – Limestone Pavement Only

- (a) 150 mm layer 50 mm (2") down crushed limestone
- (b) 50 mm layer 20 mm (3/4") down crushed limestone
- (c) 25 mm layer 6mm (1/4") down crushed limestone.

#### E11.7 Construction Methods

- E11.7.1 All limestone material shall be placed and compacted as specified to finished thickness as shown on the Drawings.

E11.7.2 Base Course and Capping Course shall be compacted to a minimum of one hundred percent (100%) of Standard Proctor Density.

E11.8 Quality Control

E11.8.1 Materials and Work

- (a) Materials and Work may be subject to Quality Control Testing and Approval of Materials per the General Instructions Section of the Contract.

E11.9 Method of Measurement and Basis of Payment

E11.9.1 Granular pavement shall be measured on a square metre basis for:

- (a) "Supply & install granular pavement" on Form B: Prices.

E11.9.2 Basis of Payment shall be as follows:

- (a) Compacted Granular Pavement 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 excavation, subgrade compaction, supply and installation of base course and top course, supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

**E12. TIMBER EDGING**

E12.1 General Description

E12.1.1 This Specification shall cover the supply and installation of timber edging to contain safety surfacing within new play areas as per the Drawings.

E12.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

E12.2 Materials

E12.2.1 Limestone Base Course

- (a) 19 mm (3/4") down limestone, per CW 3110.
- (b) Recycled concrete will not be accepted.

E12.2.2 Timbers

- (a) All wood for the timber courses shall be pressure treated spruce, pine or fir, No. 2 or better, no wane, bark, checking or splitting permitted. Wood shall be smooth and free of rough areas.
  - (i) Size: All timbers to be 140 x 140 mm with a minimum length of 1200 mm.

E12.2.3 Rebar

- (a) Size: 19 mm Ø x 900 mm

E12.2.4 Composite Cap

- (a) Per SCD-651
- (b) Size: 32 mm x 140 mm boards with a minimum length of 1200 mm.

E12.2.5 Preservative

- (a) Above Ground: Clear type suitable for outdoor applications above ground.
- (b) Below Ground: Type suitable for outdoor applications below ground.

E12.2.6 Spikes

- (a) Size: 12 mm Ø x 250 mm

#### E12.2.7 Fasteners

- (a) Screws per SCD-651.
- (b) Designed for fastening composites to ACQ treated wood and sized to suit.

#### E12.3 Construction Methods

##### E12.3.1 All work to be located and installed in accordance with the Drawings.

- (a) Contractor shall confirm proposed timber edging locations with Contract Administrator prior to construction.
- (b) Contractor shall verify underground utility locations prior to construction and report any discrepancies to the Contract Administrator immediately.
- (c) Granular base course shall be compacted to a minimum of ninety five percent (95%) of Standard Proctor Density and as per Drawings.
- (d) Build work square, plumb, and accurate to required size, height, length, and depth, with joints closely fitted and properly secured.
- (e) All wood cuts shall be sanded to remove any burrs.
- (f) Use timbers of the longest possible length to minimize joints, min. length is 1200mm.
- (g) Treat in field, cuts and damages to surface of treated material with an appropriate, clear preservative. Ensure that damaged areas such as abrasions spike and screw holes are thoroughly saturated with field treatment solution.
  - (i) Apply preservative by dipping, or by brush, to completely saturate and maintain wet film on surface for a minimum of three (3) minutes to soak into lumber.
  - (ii) Re-treat surfaces exposed by cutting, trimming, or boring with liberal brush application of preservative before installation.

E12.3.2 Timber base course shall be pinned with minimum of two (2) 19 mm Ø x 900 mm rebar at maximum 1200 mm O.C.

E12.3.3 Successive timber tiers above timber base course shall be securely spiked with a minimum of two (2) 12 mm Ø x 250 mm spikes at maximum 1200 O.C.

E12.3.4 All timbers shall be cut neatly for a proper fit with no spaces or gaps between. Finished elevations shall ensure that all timbers are smooth, level, set plumb and spaced uniformly.

- (a) Joints to be butt joints. Joints in straight runs are to be lapped over timber by a minimum of 600 mm.

E12.3.5 Pre-drill caps and screw down using screws rated for composite to ACQ fastening and sized to suit. Screws to extend into timber base min. 50 mm and be countersunk into cap. Install two parallel screws every 600 mm O.C. along length and at ends.

- (a) Min. length of composite cap to be 1200 mm. Install longest lengths possible.
- (b) Cap joints to be 45° miter. Joints to be lapped with timber course below.

E12.3.6 Accessible entrance as per Drawings.

E12.3.7 Sod shall be repaired as required around edging and in accordance with the Drawings, E15, CW 3540, and CW 3510.

#### E12.4 Method of Measurement and Basis of Payment

E12.4.1 Method of Measurement shall be as follows:

- (a) Timber Edging will be measured on a linear metre basis for:
  - (i) "Supply & install single tier timber edging" on Form B: Pricing.



- (ii) **The Bidder must indicate for Item 4 on Form B: Prices the required quantity of units dependent on the submission.**

E12.4.2 Basis of Payment shall be as follows:

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

### **E13. PROTECTIVE SURFACING - POURED IN PLACE RUBBER AND GRANULAR BASE COURSE**

E13.1 General Description

E13.1.1 This Specification shall cover the supply and installation of poured in place rubber safety surfacing within play areas as per the Drawings.

E13.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

E13.2 General Instructions

E13.2.1 Quality Control

- (a) Testing and Approval of Materials
- (i) Material testing may be required as per this Specification and as directed by the Contract Administrator.
  - (ii) Proponent to complete and pay for granular base course compaction testing.

E13.2.2 Submittals

- (a) Samples
- (i) Colour Samples
    - ◆ Submit colour sample for final approval two (2) weeks prior to pouring rubber as directed by Contract Administrator.
  - (b) Mock-Up
    - (i) Install 1000 mm x 1000 mm sample section of rubber to set standard of acceptance as directed by Contract Administrator.
  - (c) Proof of certification
    - (i) **Installation of Poured in Place Rubber Safety Surfacing shall be installed by an experienced, certified rubber installer that has completed at least ten (10) installations. Provide certification prior to commencing work.**

E13.3 Materials

E13.3.1 Compacted granular base course

- (a) Compacted granular base layer shall be supplied in accordance with CW 3110 and as per Drawings.

E13.3.2 Geotextile Fabric

- (a) Geotextile Fabric shall conform to the Products Approved as listed in City of Winnipeg Specification for Approved Products for Surface Works.
- (b) [https://www.winnipeg.ca/finance/findata/matmgt/std\\_const\\_spec/current/Docs/Approved\\_Products\\_Surface\\_Works.pdf](https://www.winnipeg.ca/finance/findata/matmgt/std_const_spec/current/Docs/Approved_Products_Surface_Works.pdf)

### E13.3.3 Poured In Place Rubber Safety Surfacing

- (a) Poured in place rubber safety surfacing depth shall be installed within the play areas to a to achieve:
  - (i) A minimum fall height of 3048 mm (10'-0") for play equipment with a specified fall height of 3048 mm (10'-0") or lower, and
  - (ii) For play equipment with a specified fall height greater than 3048 mm (10'-0"), fall heights shall meet current CAN/CSA Z1614, Consumer product safety commission (CPSC), and ASTM 1292-99.
- (b) System thickness for fall heights must comply with CSA, Consumer product safety commission (CPSC) and ASTM 1292-99 standards for playground surfacing. The surface must be installed at a thickness that will provide a Gmax less than 150 and a HIC less than 800 when the installation has been tested with a Triax2015 instrument between 10 and 25 days after installation is complete. The determined drop height for these tests will be derived from the top of all structures including railings, barriers, slides and climbers. For swings the drop height will be the top of the suspending bar.
- (c) Poured in place rubber safety surfacing shall be dual density, resilient impact attenuating safety surfacing system that is mixed, troweled and compacted on site to form a resilient seamless surface. Surface system shall consist of an impact layer and a wear layer consisting of recycled tire crumb, chips, or thread, blended with a polyurethane binder throughout the entire depth of surfacing.
- (d) **Poured in place rubber safety surfacing shall meet criteria specified in Tire Stewardship Manitoba Community and Innovation Grant Application:**
  - (i) <https://www.tirestewardshipmb.ca/tire-recycling-manitoba/municipalities>
  - (ii) Application: <https://www.tirestewardshipmb.ca/wp-content/uploads/TSM-CDIG-PROGRAM-APPLICATION-2020.pdf>
- (e) Poured in Place Rubber Safety Surfacing product shall be:
  - (i) Rubber FX Playground System
    - ◆ Manufacturer: Rubber FX
    - ◆ Specifications: <http://prairierubberpaving.ca/commercial/>
    - ◆ Supplier & Installer:  
Prairie Rubber Paving  
1450 Dublin Avenue  
Winnipeg, MB R3H 0E4  
Ph: (877) 413-4248  
Fax: (204) 774-1459
  - (ii) Or approved substitute.
- (f) Poured in Place Rubber Safety Surfacing product shall consist of:
  - (i) Primer and Binder:
    - ◆ Primer: 100% polyurethane binding agent
    - ◆ Binder: MDI (methyl dephenyl isocyanate) binder
  - (ii) Impact Course
    - ◆ SBR (styrene butadiene rubber); and
    - ◆ Low density rubber base and binder
  - (iii) Water Course
    - ◆ 1-3mm ø EPDM (ethylene propylene diene monomer); and
    - ◆ Pigmented synthetic rubber granules and binder

(g) Poured in Place Rubber Safety Surfacing product properties:

- (i) ASTM D412: Tensile Strength – 60 PSI min.
- (ii) ASTM D412: Elongation and break – 140% min.
- (iii) ASTM D2859: Flammability – Pass
- (iv) ASTM D204: Coefficient of friction; wet – 0.9 min, dry – 1.0 min.
- (v) Water permeability 0.4 gal/ sq.yd/sec., min.

E13.3.4 System thickness for fall heights must comply with CSA, Consumer product safety commission (CPSC) and ASTM 1292-99 standards for playground surfacing. The surface must be installed at a thickness that will provide a Gmax less than 150 and a HIC less than 800 when the installation has been tested with a Triax2015 instrument between 10 and 25 days after installation is complete. The determined drop height for these tests will be derived from the top of all structures including railings, barriers, slides and climbers. For swings the drop height will be the top of the suspending bar.

E13.3.5 Consumer product safety commission (CPSC) and ASTM 1292-99 fall height requirements based on total system thickness of impact course and wear course are as follows:

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

E13.4 Construction Methods

**E13.4.1 Installation of poured rubber safety surfacing shall be installed by an experienced, certified rubber installer that has completed at least ten (10) installations. Provide certification prior to commencing work.**

E13.4.2 Obtain Contract Administrator approval of adjacent timber edging prior to commencing rubber installation.

- (a) Install play equipment prior to commencing safety rubber installation per E16 and E17.
- (b) Coordinate with play equipment supplier and/or installer to confirm all safety zones and play equipment fall height rubber depth requirements. Depth standards as indicated in E13.3.4 and E13.3.5.

E13.4.3 Sub-Grade Compaction

- (a) Sub grade compaction shall be done in accordance with CW 3110.
- (b) Subgrade shall be free of any fibrous organics, softened and disturbed soil. The prepared sub-grade shall be proof rolled with a heavy sheep's foot roller (minimum 25 passes) and inspected by the Contract Administrator to detect for any soft spots prior to the placement of overlying granular fills.

E13.4.4 Compacted granular base course

- (a) Crushed limestone base material shall be installed in accordance with CW 3110 and as per the Drawings, and per rubber manufacturer's written specifications.
  - (i) Contractor to ensure base course allows for the appropriate depth of rubber required under the play equipment.
  - (ii) Base course material shall be placed and compacted in maximum 100 mm lifts.

- (b) Contractor to conduct third party compaction testing of granular base course through a certified laboratory and submit results to Contract Administrator for review prior to installing rubber safety surfacing. E13.3.5 and E13.3.5.

E13.4.5 Geotextile Fabric

- (a) Geotextile Fabric shall be placed in accordance with CW 3130 and as per Manufacturer's written specifications.

E13.4.6 Poured in place rubber safety surfacing

- (a) Do not install rubber when overnight temperature will fall below 5° C (40° F).
- (b) Install rubber base and wear course per Manufacturer's written specifications, to required depths for associated safety zones, and to the profiles and connections indicated on the Drawings.

E13.4.7 Poured in place rubber safety surfacing shall meet requirements of ASTM F-1292-99 and ASTM 1292-96.

- (a) Contract Administrator to inspect rubber installation upon completion. Proponent to repair any deficiencies prior to achieving prior to issuing Total Performance.
- (b) Contract Administrator to review impact attenuation testing prior to issuing Total Performance.

E13.5 Method of Measurement and Basis of Payment

E13.5.1 Method of Measurement shall be as follows:

- (a) Granular base course for poured in place rubber will be measured on a square meter basis for
  - (i) "Supply & install compacted granular base course for rubber safety surfacing c/w compaction testing" on Form B: Prices.
  - (ii) **The Bidder must indicate for Item 5 on Form B: Prices the required quantity of units dependent on the submission.**
- (b) Poured in Place Rubber Safety Surfacing will be measured on a square meter basis for
  - (i) "Supply & install poured in place rubber safety surfacing" on Form B: Prices.
  - (ii) **The Bidder must indicate for Item 6 on Form B: Prices the required quantity of units dependent on the submission.**
- (c) No additional measurement will be made for supply and install of geotextile as this is incidental to the Work herein.

E13.5.2 Basis of Payment shall be as follows:

- (a) Protective Surfacing – Poured in Place Rubber and Granular Base Course 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 the Bid Form. The price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
- (b) No additional payment will be made for supply and install of geotextile as this is incidental to the Work herein.

**E14. SITE FURNISHINGS**

E14.1 General Description

- E14.1.1 This Specification shall cover the **pick-up** and installation of site furnishings as per the Drawings.

E14.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

#### E14.2 Materials

E14.2.1 All materials supplied under this specification shall be of a type approved by the Contract Administrator, and subject to inspection and testing by the Contract Administrator.

E14.2.2 All site furnishings shall be as per the Drawings, or approved substitutions in accordance with B7.

#### E14.2.3 Ordering

- (a) To order City of Winnipeg supplied site furnishings email: [pwd-cps-orderdesk@winnipeg.ca](mailto:pwd-cps-orderdesk@winnipeg.ca)

#### E14.2.4 City of Winnipeg supplied Site Furnishings:

- (a) Tache Style Wheelchair Metal Frame Picnic Table
  - (i) Product Number: per SCD-122A
  - (ii) Finish:
    - ◆ Wood Finish: Latex Paint, Colour: Cedar
    - ◆ Metal: Galvanized

- (b) Tache Bench Composite with arms
  - (i) Product Number: 52501085GLV
  - (ii) Finish:
    - ◆ Composite Slats: Cedar Tone Finish
    - ◆ Metal: Galvanized
  - (iii) Mounting: In-ground

- (c) Bilingual Park Sign with Address Double Sided
  - (i) Product Number: 52501105
  - (ii) Park Sign wording:
    - ◆ Park Name: to be provided by Contract Administrator
    - ◆ Park Address: to be provided by Contract Administrator

- (d) Waste Receptacle Side Opening Metal Slat Type
  - (i) Product Numbers:
    - ◆ Metal Slat Waste Receptacle: 52501063GLV
    - ◆ Wire Basket: 52501058GLV
  - (ii) Finish: Galvanized
  - (iii) Mounting: In-ground

#### E14.2.5 Foundations

- (a) CIP Concrete Foundations as per E18.

#### E14.3 Construction Methods

E14.3.1 All Work is to be located and installed in accordance with the Drawings, and associated SCDs and/or Manufacturer's written instructions and specifications, using approved non-

rusting, tamper resistant fasteners to ensure solid, durable, finished work suitable for the purpose intended. Fasteners and assembly hardware shall be incidental to the Work.

E14.3.2 All furnishings and fixtures to be installed plumb and true to correct elevations and location, as directed by the Contract Administrator. The Contractor shall confirm proposed locations of all site furnishings with Contract Administrator prior to installation.

E14.3.3 All furnishings and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering is prohibited.

(a) Damaged Site Furnishings will not be accepted.

E14.3.4 CIP Concrete Foundations

(a) CIP Concrete foundations as per as per E18.

E14.4 Method of Measurement and Basis of Payment

E14.4.1 Method of Measurement shall be as follows:

(a) **Pick-up** and installation of Site Furnishings will be will be paid for at the Contract Unit Price per unit for:

(i) "Pick up & install accessible picnic table c/w 2 duckbill anchors";

(ii) "Pick up & install bench";

(iii) "Pick up & install double sided park sign"; and

(iv) "Pick up & install waste receptacle" on Form B: Prices.

(b) Price shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the work included in this Specification.

E14.4.2 Basis of Payment shall be as follows:

(a) Site Furnishings 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. The price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

## **E15. TOPSOIL AND SODDING**

E15.1 General Description

E15.1.1 This Specification shall amend and supplement CW 3510, CW 3520, and CW 3540 and cover the supply and installation of topsoil and sod.

(a) The Contractor shall install mineral sod and a minimum of 75 mm – 150 mm compacted thickness of topsoil, as indicated on the Drawings, as required.

E15.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

E15.2 General Instructions

E15.2.1 Quality Control

(a) Testing and Approval of Materials

(i) Material testing may be required as per this Specification and as directed by the Contract Administrator.

E15.3 Materials and Construction Methods

E15.3.1 Topsoil shall be as per CW 3540.

- E15.3.2 Sod shall be as per CW 3510.
- E15.3.3 The Contractor shall install sod in locations as shown on Drawings to cover areas indicated on Drawings.
- E15.3.4 Any areas damaged beyond the areas indicated on the Drawings shall be the responsibility of the Contractor to restore through use of topsoil and sod, unless otherwise approved by the Contract Administrator.
- E15.3.5 Areas to be sodded are to be laid out on Site and approved by the Contract Administrator before commencing Work. Work outside the limit approved by the Contract Administrator will not be measured and will not be paid for under this section but considered incidental to the Work.
- (a) Incidental items include, but are not limited to; topsoil and sod placed at the edge of new paving and site restoration.
- E15.3.6 Where new sod will meet existing, employ a vertical shearing operation, such as using a sharp spade or edger, along the outside edges of the excavation to create a clean and definite line for the new sod to abut flush to.
- E15.3.7 Restoration shall be achieved using topsoil and sod unless otherwise directed by the Contract Administrator.
- E15.4 Maintenance Period
- E15.4.1 Thirty (30) day maintenance period on sod will commence at Total Performance and acceptance.
- E15.4.2 Termination of maintenance period
- (a) Termination of maintenance period for sod per Section 9.10 of CW 3510.
- E15.5 Method of Measurement and Basis of Payment
- E15.5.1 Method of Measurement shall be as follows:
- (a) Topsoil and Sodding will be measured on a per square metre basis for:
- (i) "Supply & install soil and sod" on Form B: Prices.
- (ii) **The Bidder must indicate for Item 14 on Form B: Prices the required quantity of units dependent on the submission.**
- E15.5.2 Basis of Payment shall be as follows:
- (a) Topsoil and Sodding will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

## PLAY EQUIPMENT

### E16. PLAY EQUIPMENT

#### E16.1 General Description

- E16.1.1 This Specification shall cover the supply and installation of the Play Equipment in accordance with E1.1 Applicable Specifications and Drawings and in compliance with the current CAN/CSA Z1614.
- (a) If Contractor states play equipment components are compliant with CSA Standards and they are found to be not compliant, liquidated damages may incur until equipment is deemed acceptable by the Contract Administrator and City of Winnipeg Parks Department.

- (b) The Contractor shall prepare and submit to the proper Authorities Having Jurisdiction all necessary permits and pay all permit fees.
- (c) Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.

**E16.2 Overall theme to be accessible play equipment.**

- (i) Playground design to feature accessible play equipment and accessible playground components.**
- (ii) Play area size may be modified, at no additional cost to Form B: Prices - Budget, as per Drawings.**

E16.3 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work in accordance with E1.1 Applicable Specifications and Drawings.

E16.4 General Instructions

E16.4.1 Shop Drawings and Product Data

- (a) Shop Drawings to be submitted for all play equipment proposed and specified herein in accordance with CW 1110, this Specification, and as directed by the Contract Administrator.

E16.4.2 Play Area and Equipment

- (a) Design Submission Evaluation
  - (i) The design submission shall be evaluated as per B21.
- (b) Compliance:
  - (i) Play equipment shall be installed in the play areas as shown on the Drawings.
  - (ii) City of Winnipeg Accessibility Design Standard (current edition):
    - ◆ Play area and equipment shall comply with the current edition of the City of Winnipeg Accessibility Design Standard.
  - (iii) CAN/CSA Z1614 (current version):
    - ◆ Play area, equipment, and equipment safety zones to fit within the proposed area and shall comply with the current version of CAN/CSA Z1614.
- (c) Age Range
  - (i) Play equipment designed for children in age range depicted on the Drawings.
- (d) Play equipment shall provide the following play activities:
  - (i) Sensory & Imaginative Play;
  - (ii) Climbing;
  - (iii) Balancing;
  - (iv) Motion; and
  - (v) Sliding.
- (e) Transfer Station
  - (i) If a play structure is proposed, it shall include a minimum of one (1) transfer station for access of adult caregiver or reduced mobility access.
- (f) Colour
  - (i) 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.
- (g) **Unacceptable** play components are as follows:



- (i) Wooden structures;
  - (ii) Tube (enclosed) slides and enclosed crawl tubes;
  - (iii) Play panels with many small moving parts;
  - (iv) Talk Tubes;
  - (v) Barrel rollers;
  - (vi) Dish swings;
  - (vii) Bubble windows;
  - (viii) Large number of plastic components; and
  - (ix) Climbing Net Structures with unsegmented rope.
- (h) Components which are generally not accepted and require Contract Administrator approval are as follows:
- (i) Cable riders;
  - (ii) Sand diggers,
  - (iii) Merry-go-rounds; and
  - (iv) Tire Swings.

#### E16.5 Design Submission

##### E16.5.1 Design Submission Evaluation

- (a) The design submission shall be evaluated as per B21.

#### E16.6 Playstructures

##### E16.6.1 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.

##### E16.6.2 Materials

- (a) Posts / Caps
- (i) All posts shall be a minimum 127 mm (5") O.D. round or 100 mm (4") square tubing for a post and deck structure.
  - (ii) 89 mm (3.5") O.D. round or 73 mm (3") square tubing will be permitted in circumstances where a multi-deck structure has decks of varied heights which are all under 1220 mm (4'-0"), or for structures with 2 decks or less.
  - (iii) All posts shall be fabricated from either aluminum 3 mm (0.125") 11 ga min. wall thickness or galvanized steel 3 mm (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 60 mm (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 1830 mm (6'-0").
- (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 24 mm (15/16") O.D. with 3 mm (0.120") 11 ga min. 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 requiring special tools.
  - (ii) Hardware shall either be carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel.
  - (iii) All necessary hardware and tools shall be provided.
- (f) Threadlock for Contractor assembled playground equipment.
  - (i) Product: Loctite Red High Strength requiring heat for removal
    - ◆ Manufacturer: Henkel
    - ◆ Website: <https://www.henkel-adhesives.com>
    - ◆ Or approved substitute per B7.
- (g) Poly Components
  - (i) Poly components such as slides and hoods shall be fabricated from U.V. stabilized rotationally moulded linear low-density polyethylene.
  - (ii) Poly components such as play panels shall be fabricated from compression moulded solid colour, U.V. stabilized, high-density polyethylene.
- (h) Slides (if applicable)
  - (i) A minimum of one stainless steel slide is required, north or east orientation is preferred.
- (i) Kick plates and hand loops
  - (i) Each play structure shall have kick plates and hand loops as required to meet the current version of the Canadian Standards Association (CSA) Standards.
- (j) Foundations
  - (i) CIP Concrete Foundations as per E15

### E16.6.3

#### Construction Methods

- (a) Play equipment shall be installed as per Manufacturer's written specifications, in accordance with the most recent version of Canadian Standards Association Standards, and as per the Drawings.
  - (i) Contractor shall use threadlock, per E16.6.2(f), on all hardware for playground equipment assembled on site by Contractor, as per Manufacturer's written specifications and instructions.
- (b) All posts and other vertical items shall be plumb and true to vertical, if so designed.
- (c) All decks shall be level, if so designed.
- (d) CIP Concrete Foundation construction shall be per E18.

- (e) One play equipment installer (minimum) must be a valid certified Canadian Certified Playground Inspector and be on site for the duration of assembly and installation of play equipment.**

E16.7 Independent Components

E16.7.1 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.

E16.8 Independent Component Play Equipment

E16.8.1 General Description

- (a) If independent components are specified, this Specification shall cover the supply and installation of them.
- (b) Independent components 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.

E16.8.2 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) Hardware
  - (i) All fasteners shall be socketed and tamper proof in design and requiring special tools.
  - (ii) Hardware shall either be carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel.
  - (iii) All necessary hardware and tools shall be provided.
- (e) Threadlock for Contractor assembled independent component play equipment
  - (i) Product: Loctite Red High Strength requiring heat for removal
    - ◆ Manufacturer: Henkel
    - ◆ Website: <https://www.henkel-adhesives.com>
    - ◆ Or approved substitute per B7.
- (f) 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.
- (g) 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 1220 mm (4'-0") high is proposed, support posts shall be minimum 127 mm (5") O.D.
- (ii) Tube (enclosed) slides and plastic spiral slides will not be accepted.
- (h) CIP Concrete Foundations
  - (i) CIP Concrete Foundations per E18.

#### E16.8.3 Construction Methods

- (a) Independent component play equipment shall be installed as per Manufacturer's written specifications, in accordance with the most recent version of Canadian Standards Association Standards, and as per the Drawings.
  - (i) Contractor shall use threadlock, per E16.8.2(e), on all hardware for independent components assembled on site by Contractor, as per Manufacturer's written specifications and instructions.
- (b) All posts and other vertical items shall be plumb and true to vertical, if so designed.
- (c) All decks shall be level, if so designed.
- (d) CIP Concrete Foundation construction shall be per E18.
- (e) **One independent component play equipment installer (minimum) must be a valid certified Canadian Certified Playground Inspector and be on site for the duration of assembly and installation of independent component play equipment.**

#### E16.9 Method of Measurement and Basis of Payment

##### E16.9.1 Method of Measurement shall be as follows:

- (a) Play Equipment and Independent Component Play Equipment shall be measured on a lump sum basis for:
  - (i) "Supply & install 2-12 year play equipment", on Form B: Prices

##### E16.9.2 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.

### E17. SWING SET

#### E17.1 General Description

- E17.1.1 This Specification shall cover the supply and installation of minimum one (1) complete swing standard in accordance with E1.1 Applicable Specifications and Drawings, in compliance with the current CAN/CSA Z1614, and as specified herein.
  - (a) Three Leg Heavy Duty Swing Frame, 2400 mm (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.
  - (b) If Contractor states swings sets are compliant with CSA Standards and they are found to be not compliant, liquidated damages may incur until equipment is deemed acceptable by the Contract Administrator and City of Winnipeg Parks Department.
  - (c) The Contractor shall obtain all approvals, including permit, if required.
  - (d) Proponents are reminded that requests approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.

- E17.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work in accordance with E1.1 Applicable Specifications and Drawings.
- E17.3 General Instructions
- E17.3.1 Shop Drawings and Product Data
- (a) Shop Drawings to be submitted for all play equipment proposed and specified herein in accordance with CW 1110, this Specification, and as directed by the Contract Administrator.
- E17.3.2 Swing Sets
- (a) Location and Safety Zones:
    - (i) Swing sets shall be installed in the play areas as shown on the Drawings. The swing sets and their safety zones shall fit into the proposed play areas per current CAN/CSA Z1614.
  - (b) Colour
    - (i) If colour is a feature 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.
  - (c) **Unacceptable** swings sets are as follows:
    - (i) Dish swings.
  - (d) Swing sets which are generally not accepted and require Contract Administrator approval are as follows:
    - (i) Tire Swings.
- E17.4 Materials
- E17.4.1 Topbeam
- (a) All topbeams shall be fabricated from **89 mm (3 1/2") O.D. 8 gauge (minimum), RS40 galvanized steel pipe with anti-wrap**. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating.
- E17.4.2 Legs
- (a) All legs shall be fabricated from 60 mm (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.
- E17.4.3 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.
- E17.4.4 Swing Hangers
- (a) All swing hangers shall be fabricated from galvanized malleable iron and have oil impregnated bearings pressed in.
- E17.4.5 Swing Chain
- (a) All swing chain shall be 4/0 straight link, galvanized steel.
- E17.4.6 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 slash-proof. Infant seats shall be fully enclosed to prevent slipping out and provide extra lower back support.

- E17.4.7 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 slash-proof. The perimeter shall be moulded to form a blunt, impact absorbing edge.
- E17.4.8 Hardware
- (a) All fasteners shall be socketed and tamper proof in design and requiring special tools.
  - (b) Hardware shall either be carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel.
  - (c) All necessary hardware and tools shall be provided.
- E17.4.9 Threadlock shall be used for Contractor assembled swing components.
- (a) Product: Loctite Red High Strength requiring heat for removal
    - (i) Manufacturer: Henkel
    - (ii) Website: <https://www.henkel-adhesives.com>
    - (iii) Or approved substitute per B7.
- E17.4.10 CIP Concrete Foundations
- (i) CIP Concrete Foundations as per E18.
- E17.5 Construction Methods
- E17.5.1 Swing sets shall be installed as per manufacturer's written specifications, in accordance with the most recent version of Canadian Standards Association Standards, and within the designated play equipment area as per the Drawings
- (a) Contractor shall use threadlock, per E17.4.9, on all hardware for swing components assembled on site, as per Manufacturer's written specifications and instructions.
- E17.5.2 Swing Set posts shall be anchored in CIP concrete foundations per E18.
- E17.5.3 Top rail is to be level.
- E17.5.4 Swings seats shall not be installed until the protective surfacing, has been installed.
- E17.5.5 One swing set installer (minimum) must a valid certified Canadian Certified Playground Inspector and be on site for the duration of assembly and installation of swing sets.**
- E17.6 Method of Measurement and Basis of Payment
- E17.6.1 Method of Measurement shall be as follows:
- (a) Swing Standard will be measured on a per unit basis for:
    - (i) "Supply & install two bay swing set" on Form B: Prices.
- E17.6.2 Basis of Payment shall be as follows:
- (a) Swing Set 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.

## **E18. CAST-IN-PLACE CONCRETE FOUNDATIONS**

### **E18.1 General Description**

- E18.1.1 This Specification shall supplement CW 2160 and cover the supply and installation of cast-in-place concrete foundations for Site Furnishings, Play Equipment, and Swing Sets.

- (a) All underground cast-in-place concrete foundations for Site Furnishings, Play Equipment, and Swing Set posts, bases and anchors are to be set in concrete footings or piles per CW 2160 to ensure stability and prevent frost heaving.

E18.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

## E18.2 General Instructions

### E18.2.1 Quality Control

- (a) Testing and Approval of Materials
  - (i) Material testing may be required as per this Specification and as directed by the Contract Administrator.

## E18.3 Materials

E18.3.1 All materials as per CW 2160.

- (a) Concrete
  - (i) Maximum Size of aggregate: 20 mm, nominal;
  - (ii) Compression Strength: 28 day compressive strength of 30 Mpa;
  - (iii) Slump/Flow: 80 +/- 20mm;
  - (iv) Sulphate resistant, Type 50 Cement; and
  - (v) Maximum water/cement ratio: 0.49.
  - (vi) Air Content: 4-7%

## E18.4 Construction Methods

E18.4.1 Construction Methods as per CW 2160.

- (a) If concrete testing is required, do not place concrete until material testing is performed and reviewed by Contract Administrator.
- (b) All concrete foundations for site furnishings as per the Drawings.
- (c) All concrete foundations for play equipment shall be a minimum of **914 mm (3'-0") depth** or in accordance with Manufacturer's written specifications, whichever is greater.
- (d) All play equipment posts and supports shall be centred in 300 mm (12") min. diameter concrete foundations, or in accordance with Manufacturer's written specifications, whichever is greater, such that there is a complete collar of concrete around each post and support. Where posts are not perfectly centred there shall be a minimum of 50 mm (2") concrete cover at any point around the post.

### E18.4.2 Cold Weather Concreting

- (a) Cold weather concreting shall be as per Section 3.9 of CW 2160 and CSA A23.1.
  - (i) All material and equipment needed for adequate protection and curing shall be on hand and ready to use before concrete placement is started.
  - (ii) Before concrete is placed all ice, snow, and frost shall be removed from formwork and all surfaces against which concrete will be placed.
    - ◆ Temperatures of adjacent surfaces shall be raised to and maintained at 5° C minimum, prior to and during concreting.
    - ◆ Calcium chloride or other de-icing salts shall not be used as a de-icing agent in the forms.
  - (iii) Heating equipment and enclosures shall be per CW 2160 and CSA A23.1.

**E18.5 Method of Measurement and Basis of Payment**

**E18.5.1 Method of Measurement shall be as follows:**

- (a) No separate measurement for Cast-in-Place Concrete Foundations shall be made for Site Furnishings, Play Equipment, or Swing Sets, as Foundations are incidental to the Works therein.

**E18.5.2 Basis of Payment shall be as follows:**

- (a) No additional payment for Cast-in-Place Concrete Foundations shall be made for Site Furnishings, Play Equipment, or Swing Sets, as Foundations are incidental to the Works therein.

**E19. MAINTENANCE KITS**

**E19.1 General Description**

E19.1.1 This specification shall cover the supply of Maintenance Kits for Play Equipment and Swings.

E19.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

**E19.2 Materials**

E19.2.1 All Play Equipment and Swings shall include the supply of maintenance kits.

E19.2.2 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.

**E19.3 Delivery of Maintenance Kits**

E19.3.1 Maintenance Kits shall be delivered two (2) working days prior to achieving Total Performance.

- (a) Deliver to:

Attn: Mark Laurin and/or Derrick Downey  
Parks and Open Space Division, Public Works  
960 Thomas Avenue, Winnipeg, MB  
Ph: Marc Laurin: 204-479-5498  
Ph: Derrick Downey: 204-391-2860

- (b) Contractor to forward Contract Administrator a copy of the Transmittal prior to achieving Total Performance.

**E19.4 Method of Measurement and Basis of Payment**

**E19.4.1 Method of Measurement shall be as follows:**

- (a) No separate measurement for Maintenance Kits or delivery shall be made for Play Equipment or Swing Sets as Maintenance Kits is incidental to the Works herein.

**E19.4.2 Basis of Payment shall be as follows:**

- (a) No additional payment for Maintenance Kits or delivery shall be made for Play Equipment or Swing Sets as Maintenance Kits is incidental to the Works herein.