



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 699-2007

CITY OF WINNIPEG PLAYGROUND RENOVATIONS – PLAY EQUIPMENT

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 CITY OF WINNIPEG PLAYGROUND RENOVATIONS – PLAY EQUIPMENT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, November 9, 2007.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

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

B4. ENQUIRIES

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

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

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

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.2.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B16.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID COMPONENTS

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

- (c) Design Drawings (plan, perspective, and other submissions to illustrate the design intent);
 - (d) Component Description and/or graphic or catalogue reference.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B7.4.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid.
- B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B7.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Bids shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8. BID

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;

- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B8.4.2 All signatures shall be original.

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B9. PRICES

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Notwithstanding C12.2.3(c), prices on Form B: Prices shall include the Manitoba Retail Sales Tax (MRST, also known as PST), but exclude the GST.

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

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

B10. DESIGN DRAWINGS

B10.1 The Bidder should submit drawings which illustrate the proposed design and play equipment, such as plan, perspective, and any other submissions to illustrate the design intent. Additional drawings may be requested prior to award for more detailed evaluation.

B11. COMPONENT DESCRIPTION

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

B12. QUALIFICATION

B12.1 The Bidder shall:

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

B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>).

- B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- B12.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B12.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

- B13.1 Bids will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Branch, or in such other office as may be designated by the Manager of Materials.
- B13.1.1 Bidders or their representatives may attend.
- B13.2 Following the submission deadline, the names of the Bidders and their Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B13.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B13.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B14. IRREVOCABLE BID

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B15. WITHDRAWAL OF BIDS

- B15.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B15.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B15.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

- B15.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.
- B15.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B14.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B16. EVALUATION OF BIDS

- B16.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
 - (c) Bid Price (20 Points) pursuant to B16.4.3;
 - (d) Design / Submission (80 points) pursuant to B16.5;
 - (e) economic analysis of any approved alternative pursuant to B6.
- B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B16.4 Further to B16.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B16.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B16.4.2 Further to B16.1(c) the Award Authority may reject a Bid as being non-responsive if it exceeds the budget as shown on Form B: Prices.
- B16.4.3 The Total Bid Price shall be evaluated with a weighting of 20 points out of a total of 100 possible points. As such, the lowest Bidder shall receive the full 20 points, and the second lowest Bidder and subsequent Bidders shall be pro-rated accordingly.
- B16.5 This Contract maybe awarded as a whole (Alternative 1) or separately by section (Alternative 2) as identified on Form B: Prices.
- B16.5.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on both alternatives, or on any one or more sections in Alternative 2.
- B16.5.2 The City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for that section and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on both alternatives or on all sections in Alternative 2, he shall have no claim against the City if his partial Bid is

rejected in favour of an award of the Contract on the basis of an alternative or section upon which he has not bid.

B16.6 Further to B16.1(d), Design / Submission shall be evaluated with a weighting of 80 points out of a total of 100 possible points. Design / Submission will be evaluated considering the Bidder's Bid Submission and any other information required.

B16.6.1 The Design shall be evaluated on the following criteria:

- (a) Compliance with CSA Standards (pass/fail);
- (b) Play value (maximum 45 points):
 - (i) 10 points - Variety of activities provided;
 - (ii) 5 points - Variety of access points & egress points;
 - (iii) 5 points - Provides opportunities for social / interpersonal interaction and cooperative play;
 - (iv) 10 points - Provides for fine and gross motor and sensory development;
 - (v) 5 points – Selection of Play Panels;
 - (vi) 5 points – Inclusion and selection of independent play components;
 - (vii) 5 points - Uniqueness of components as compared to similar playgrounds components within walking distance (400m) of the park.
- (c) Designed for inclusive play using Universal Design principles (maximum 10 points):
 - (i) Complies with section 4.5.4 of the City of Winnipeg Accessibility Design Standard (http://www.winnipeg.ca/ppd/pdf_files/Access_Design_Standards.pdf) (pass/fail);
 - (ii) 5 points - Layout of the play area for integration of the wheelchair accessible components to promote inclusive play;
 - (iii) 5 points – Layout of the play area and inclusion of components that promote inclusive play for people with visual impairment.
- (d) Layout/circulation (maximum 15 points):
 - (i) 4 points - Flow and relationship between play area activities;
 - (ii) 2 points - Layout / orientation of components on Site and in relation to park entrances;
 - (iii) 2 points - Orientation to provide good visibility to play area from the adjacent road;
 - (iv) 3 points - Slide orientation (metal facing north).
- (e) Durability (maximum 10 points):
 - (i) 3 points - Uses durable / tamper-resistant materials;
 - (ii) 4 points - Low maintenance finishes and connector systems;
 - (iii) 3 points - Ease of repair / replacement.

B16.7 Further to B16.6.1(a), if Contractor states play equipment components are compliant with CSA Standards which are not, liquidated damages shall be charged as per D15.3 should this result in additional design and/or meeting time on the part of the Contract Administrator.

B17. AWARD OF CONTRACT

B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:

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

B17.3 Subject to B17.2, where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.

B17.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

B17.4 Notwithstanding C4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B17.5 The Contract, as defined in C1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the supply and installation of playground equipment, playground stone, and wood fibre surfacing system.

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

- (a) Supply and installation of play equipment including concrete foundations;
- (b) Supply and installation of wood fibre surfacing system;
- (c) Supply and installation of safety stone (play stone) surfacing.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "ASTM" means "American Society for Testing and Materials";
- (b) "CSA" means "Canada Standards Association.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is Scatliff+Miller+Murray Inc. ,represented by:

Derek Murray
8th Floor – 136 Market Avenue
Winnipeg, MB
R3B 0P4

Telephone No. (204) 927-3444
Facsimile No. (204) 924-3443

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

D5. CONTRACTOR'S SUPERVISOR

D5.1 At the pre-construction meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2 The designated supervisor shall remain on Site at all times during the Work and shall be authorized by the Contractor to make legally binding decisions on behalf of the Contractor.

D6. NOTICES

D6.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

- D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.
- D6.3 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:
The City of Winnipeg
Chief Administrative Officer Secretariat
Attn: Chief Administrative Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174
- D6.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:
The City of Winnipeg
Corporate Services Department
Legal Services Division
Attn: City Solicitor
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

SUBMISSIONS

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. INSURANCE

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.

D8.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D9. SUBCONTRACTOR LIST

D9.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

SCHEDULE OF WORK

D10. DETAILED WORK SCHEDULE

D10.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C:4.1 for the return of the executed Contract.

D10.2 The detailed work schedule shall be coordinated with Site Works and Furnishings Contractor.

D10.3 The detailed work schedule shall consist of the following dates:

- (a) start date;
- (b) excavation of holes for play equipment posts;
- (c) arrival of play equipment to Site;
- (d) concrete pouring for posts;
- (e) expected completion.

D10.4 Other milestone dates appropriate to this project should also be included to make the Contract Administrator aware of them.

D11. COMMENCEMENT

D11.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.

D11.2 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) evidence of the insurance specified in D8;
 - (iv) the Subcontractor list specified in D9; and
 - (v) the detailed work schedule specified in D10.
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D11.3 The Contractor shall commence the Work on the Site as soon as it is feasible to access the Site and begin work in Spring 2008.

D12. WORK BY OTHERS

D12.1 Works by others on or near the Site will include but not necessarily be limited to:

- (a) Maintenance Work by City of Winnipeg
- (b) Site development work and supply and installation of site furnishings by other contractor

(c) Supply and Installation of trees by other contractor

D13. SUBSTANTIAL PERFORMANCE

- D13.1 The Contractor shall achieve Substantial Performance within fifteen (15) consecutive Working Days of the commencement of the Work as specified in D11.
- D13.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D13.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D14. TOTAL PERFORMANCE

- D14.1 The Contractor shall achieve Total Performance within twenty (20) consecutive Working Days of the commencement of the Work as specified in D11.
- D14.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D14.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D15. LIQUIDATED DAMAGES

- D15.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City five hundred dollars (\$500) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- D15.2 The amount specified for liquidated damages in D15.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D15.3 If the Contractor misrepresents the CSA compliance of play equipment being installed and this results in additional design and/or meeting time on the part of the Contract Administrator, the Contractor shall pay the City five hundred dollars (\$500) per Working Day for each and every Working Day during which such additional work continues.
- D15.4 The amount specified for liquidated damages in D15.3 is based on a genuine pre-estimate of the City's damages in the event that the Contractor causes such additional work.
- D15.5 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D16. JOB MEETINGS

- D16.1 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.
- D16.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D17. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D17.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

MEASUREMENT AND PAYMENT

D18. PAYMENT

- D18.1 Further to C12, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D19. WARRANTY

- D19.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.
- D19.2 Notwithstanding C13.2 or D19.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if:
- (a) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use; or
- D19.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
PE-DP1	DORGE PARK PROPOSED SITE PLAN
PE-RP1	ROBERTSON PLAYGROUND PROPOSED SITE PLAN
PE-MC1	MARLOW COURT PLAYGROUND PROPOSED SITE PLAN
PE-FS1	FURBY STREET PLAYGROUND PROPOSED SITE PLAN
PE-D1	DETAILS

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

E2. TRUCK WEIGHT LIMITS

- E2.1 The City shall not pay for any portion of Material which results in the vehicle exceeding the maximum gross vehicle weight allowed under The City of Winnipeg Traffic By-Law, unless such vehicle is operating under special permit.

E3. PRE-CONSTRUCTION MEETING

- E3.1 The Contractor shall not begin the Work under this Contract until a pre-construction meeting has been held between representatives of the Play Equipment Contractor, the Site Works Contractor, the City of Winnipeg and the Contract Administrator.

E4. SITE ACCESS

- E4.1 All access to be on the designated routes through the Site. These routes will be determined at the pre-construction meeting.
- E4.2 Access to the Site as required by the Play Equipment Contractor shall be provided by and coordinated with the Site Works and Furnishings Contractor and approved by the Contract Administrator.
- E4.3 The Play Equipment Contractor's operation shall be limited to the minimum area necessary for undertaking the Work and he shall be responsible for all damage resulting from his Work on private property.
- E4.4 Damage to areas beyond the marked routes shall be repaired by and at the expense of the Contractor to the satisfaction of the Contract Administrator.

E5. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT

- E5.1 The Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress are maintained to private properties while he is Working near them. Any damage caused by the negligence of the Contractor or his Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by the Contractor at his own expense, to the satisfaction of the Contract Administrator.
- E5.2 Ambulance/ Emergency vehicle access must be maintained at all times.

E6. SITE CONDITION

- E6.1 The Contractor shall examine the Site and make themselves familiar with the existing conditions (both above and below grade) and nature of Work to be done.
- E6.2 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.
- E6.3 The Contractor shall set all necessary control lines, benchmarks, survey, elevation stakes and layout in accordance with the individual Site conditions and in consultation with the Contract Administrator.

E7. PROTECTION OF EXISTING TREES

- E7.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities:
- (a) All trees will have a 3m radius protective zone calculated from the circumference at the base of the trunk which will remain free of digging, trenching, grade changes, stock piling of materials and soil compaction, except as minimum to construct berm or swales throughout the duration of the Contract. Protective fencing around these areas is required.
 - (b) Trees within and immediately adjacent to proposed construction and those identified to be at risk by the Contract Administrator are to be strapped with 25 x 100 x 2400 mm wood planks, or suitably protected as approved by the Contract Administrator. Do not use nails or other fasteners that penetrate the tree trunk. The width and length of strapping may be reduced to suit the tree being protected as approved by the Contract Administrator.
 - (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches) where 1 inch diameter equals 1 foot measured from the outside edge of the trunk of the tree at 6 inches above grade. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation. They must be properly trimmed with sharp tools to prevent crushing or being pulled by construction equipment. No paint is required. All exposed roots must be mulched until the excavated area is filled with clean earth to avoid exposure to sunlight and desiccation.
 - (d) Operation of equipment within the dripline of the trees shall be kept to the 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 driplines of trees. The dripline 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.
 - (e) Work on-site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.
 - (f) Repair, replace and maintain tree protection materials during construction until the Project completion.

- (g) Carefully remove safety fencing and strapping material without harming the tree as soon as the construction and restoration Work is complete.

- E7.2 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 designate.
- E7.3 No separate measurement or payment will be made for the protection of existing structures, trees and property.

E8. EXISTING SERVICES AND UTILITIES

- E8.1 Other than required to be done by the Contractor under the Work of this contract, all necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing plant material, pavements, streets, roads, boulevards, light standards, hydro poles, fences, fire hydrants, culverts, 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 the 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.
- E8.2 The Contractor's attention is drawn to the existing underground lines or services that may be located in the area of the Work.
- E8.3 The Contractor shall take all necessary precautions when performing the Work to ensure that no damage is done to these existing services.
- E8.4 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 Owner 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.
- E8.5 All costs in connection with this item including location of the existing service, repairs to any existing services damaged by the construction operation, etc. shall be included in the unit prices bid for supply and installation of the items included under this Contract.
- E8.6 The Contractor will be required to make his own arrangements in connection with the temporary use of lighting, power, gas, sewer, water or other utilities, and pay all costs in connection therewith.
- E8.7 All necessary permits, fees and other like expenses as well as the cost of temporary connections to existing facilities shall be arranged and paid for by the Contractor.

E9. PROTECTION OF SURVEY INFRASTRUCTURE

- E9.1 Notwithstanding clause 4 "Protection of Survey Bars" of the Standard Provisions; Current legislation, The Surveys Act, places the onus on those undertaking construction to protect the Survey Infrastructure from damage as a result of their activity.
- E9.2 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 986-4826 (8:00 am to 4:00 pm Monday to Friday excluding holidays) to obtain underground clearance. Geomatics Services will locate and mark all known outline survey monuments and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.

- E9.3 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.
- E9.4 Survey monuments and geodetic control monuments at or adjacent to the Site, not in the line of the proposed construction that are damaged or disturbed by the Contractor shall be replaced or relocated by the City or its agent and all associated costs shall be paid for by the Contractor. An approximate estimate of the costs involved to restore a legal survey monument is \$1,000 per bar and \$3,000 per control monument. Contractors must ensure their landscaping and other subcontractors are aware of this clearance procedure and the potential restoration costs.
- E9.5 Where possible, amounts owed to the City in accordance with the above will be deducted from any payments to be made by the City to the Contractor.

E10. STAKES AND MARKS

- E10.1 Further to C6.26(h), the Contractor will mark, to the extent he determines to be necessary, the location, alignment and elevation of the Work by means of stakes or marks, for review and approval by the Contract Administrator. The Contractor shall make the completed Works conform to the lines and marks thus approved and indicated.
- E10.2 The Contractor shall notify the Contract Administrator immediately of the disturbance of any such stakes or marks. The cost of correcting any errors arising out of neglect of the Contractor to so notify the Contract Administrator shall be borne entirely by the Contractor, as well as the cost of replacing any disturbed stakes or marks.
- E10.3 Before commencing Work, the Contractor shall satisfy himself as to the meaning and correctness of all stakes and marks and no claims shall be entertained by the City on account of any alleged inaccuracies. If any error is suspected in the Drawings, Specifications or the directions of the Contract Administrator, Work shall be discontinued until the errors are rectified, but no claims shall be made on account of any delay occasioned thereby.
- E10.4 The Contractor shall determine and provide all dimensions and elevations measured from the stakes or marks.

E11. WATER USED BY CONTRACTOR

- E11.1 Notwithstanding CW 1120.3.7:
- E11.1.1 Water for use by the Contractor may be obtained from the City of Winnipeg waterworks system.
- E11.1.2 Should the Contractor wish to obtain water from a City hydrant, he shall make application either in person or by phoning the Permits Clerk at 986-3184 (8:30 am to 4:30 pm Monday to Friday excluding holidays). The Contractor shall advise the Permits Clerk of the hydrant he wishes to use. The Water Services Divisions of the Water and Waste Department will inspect the hydrant to ensure that the location is suitable and that the hydrant is in good working condition. If the requested hydrant is found to be unacceptable, arrangements will be made for the use of an alternate hydrant.
- E11.1.3 When the application has been approved, the Permits Clerk will contact the Contractor and issue the permit. The permit may not be issued the same day the application is made. The Contractor shall obtain the permit for hydrant use from the Customer Services Division of the Public Works Department, 107-1155 Pacific Avenue. Permit fees will be charged in accordance with the latest version of the Waterworks By-law. All water used shall be metered and protected against contamination by the use of approved backflow prevention devices. The City will rent the meter to the Contractor at the rate established by the Waterworks By-law. The Contractor shall provide a lockable box, piping, valves, and backflow prevention equipment in accordance with Waterwork's guidelines. The backflow

preventer(s) must be tested by a plumber licensed to test backflow preventers. The Permits Clerk can provide a list of licensed plumbers and additional information on the requirements for obtaining a use of hydrant permit.

- E11.1.4 The Contractor shall pay for all water used in accordance with the Waterworks By-law. Sewer charges will not be assessed for water obtained from a hydrant.

E12. SITE ENCLOSURES

- E12.1 Temporary Site enclosures, as determined necessary at the pre-construction meeting, shall be erected and maintained by the Site Works Contractor as required for the duration of the construction period.

- E12.2 Site enclosures shall be considered incidental to the Contract Work.

E13. SURFACE RESTORATION

- E13.1 The Contractor shall temporarily repair any Work commenced and not completed in the 2007-2008 construction season to the satisfaction of the Contract Administrator. The Contractor shall maintain the temporary repairs in a safe condition as determined by the Contract Administrator until permanent repairs are completed. The Contractor shall bear all costs associated with temporary repairs and their maintenance.

E14. MAINTENANCE KITS

- E14.1 All play equipment shall include the supply of maintenance kits. Maintenance kits shall include maintenance manuals, complete manufacturer's parts lists, touch-up paint, PVC repair paint, 10% extra of each bolt, washer and any other hardware utilized on the play equipment, and all special tools necessary for assembly and maintenance.

- E14.2 There shall be no payment for the maintenance kits.

PLAY EQUIPMENT

E15. GENERAL COMMENTS

- E15.1 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work as shown on the Drawings and as herein specified.

- E15.2 The Play Equipment Contractor shall be responsible for the final layout of all play equipment (including play structures and components functionally linked to structure, individual play components and swingsets) and thus the extent and layout of the protective surfacing required to comply with CSA standards.

- E15.2.1 This work to be coordinated with other Contractor(s) responsible for the excavation of play areas and the supply and installation of timber edging for the containment of protective surfacing.

- E15.2.2 The Play Equipment Contractor shall supply the Site Works Contractor(s) with all dimensions and drawings necessary to accurately show the extents of excavation and quantity of timber edging required for each play area.

- E15.2.3 The coordination and timing of play area development (including excavation of play areas, supply and installation of play equipment, supply and installation of timber edging and supply and installation of protective surfacing) to be coordinated at pre-construction meeting.

- E15.3 The Contractor shall obtain all approvals including the requisite Development Permit.

E15.4 Dorge Park:

E15.4.1 Area C:

- (a) Heavy Duty Play Structure to be designed for children ages 5-12;
- (b) Minimum one climber;
- (c) Minimum one metal slide;
- (d) To include accessible structure or equipment - may include ramps or transfer platforms as well as ground-level equipment;
- (e) Area(s) under/at the base of the Play Structure for creative/ imaginative play;
- (f) Heavy Duty Play Panels of various types enabling different play experiences;
- (g) To be designed as an innovative "hangout" area for this age group;
- (h) To include other independent components as budget and space allows.

E15.5 Robertson Playground:

E15.5.1 Area A:

- (a) A four (4) bay, 2.4m (8') swing set having eight (8) slash-proof infant seats.

E15.5.2 Area B:

- (a) A four (4) bay 3.0m (10') swing set having eight (8) slash-proof belt seats.

E15.5.3 Area C:

- (a) Heavy Duty Play Structure to be designed for children ages 2-5;
- (b) Minimum one climber;
- (c) Minimum one metal slide;
- (d) To include accessible structure or equipment - may include ramps or transfer platforms as well as ground-level equipment;
- (e) Area(s) under/at the base of the Play Structure for creative/ imaginative play and social interaction;
- (f) Heavy Duty Play Panels of various types enabling different play experiences;
- (g) To include other independent components as budget and space allows.

E15.6 Marlow Court Playground:

E15.6.1 Area A:

- (a) Heavy Duty Play Structure to be designed for children ages 5-12 with maximum height of deck platforms to be 1500mm (5'0");
- (b) Minimum one climber;
- (c) Minimum one metal slide;
- (d) To include elements (attached or independents) that can be easily used by children in the 2-5 years old category;
- (e) To include accessible structure or equipment - may include ramps or transfer platforms as well as ground-level equipment;
- (f) Area(s) under/at the base of the Play Structure for creative/ imaginative play;
- (g) Heavy Duty Play Panels of various types enabling different play experiences;
- (h) To include other independent components as budget and space allows.

E15.6.2 Area B:

- (a) A two (2) bay 3.0m (10') swing set having two (2) slash-proof infant seats in one bay and two (2) slash-proof belt seats in the other bay.

E15.7 Furby Street Playground:

E15.7.1 Area A:

- (a) Heavy Duty Play Structure to be designed for children ages 5-12;
- (b) Minimum one climber;
- (c) Minimum one metal slide;
- (d) Heavy Duty Play Panels of various types enabling different play experiences;
- (e) Area(s) under/at the base of the Play Structure for creative/ imaginative play;
- (f) To include a minimum of one (1) accessible play component that can be accessed from walkway / playground plaza;
- (g) Independent play components to accommodate children ages 2-12. Independent play components to be arranged logically according to age, skill level and how they relate to other play equipment in given area;
- (h) Play components should be arranged to encourage movement between elements and allow children to move from open grass space to play equipment area;
- (i) A single bay 2.4m (8') swing set having two (2) slash-proof infant seats.

E15.8 If colour is a feature of posts, top caps and panels, the Contract Administrator shall have the ability to modify specified colours from the proposed design after Contract Award. If the price of the equipment in the Bid Submission is subject to the colours of the proposed design, this must be indicated in the Bid Submission.

E15.9 Components which are unacceptable are the following:

- (a) Wooden structures;
- (b) Tube (enclosed) slides and crawl tubes;
- (c) Play panels with many small moving parts;
- (d) Cable rides;
- (e) Sand diggers;
- (f) Merry-go-rounds;
- (g) Tire Swings;
- (h) Talk tubes;
- (i) Binoculars / telescopes;
- (j) Barrel rollers; and
- (k) Large number of plastic components.

E16. PLAY STRUCTURES

E16.1 Description

E16.1.1 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work as shown on the Drawings and as hereinafter specified, including, but not necessarily confined to the following:

- (a) Supply and installation of one or more Play Structures.

E16.1.2 Further to B16.6.1(b)(vii) which reads "uniqueness of components as compared to similar playgrounds components within walking distance (400m) of the park", the play equipment within walking distance (400m) to the following playgrounds is located at:

- (a) the play equipment within walking distance (400m) to Furby Street Playground is located at:
 - (i) Magnus Eliason Rec. Ctr. - 430 Langside;
 - (ii) Sister MacNamara School - 460 Sargent.

E16.1.3 Play equipment shall be installed in the play areas as shown on the attached Drawings. The play equipment and their safety zones must fit into the proposed play areas as shown on the Drawings.

- (a) The proposed design should not necessarily fill the entire available area. Area as shown is the maximum available, not the optimal area. Efficiency and good use of space will be considered in the evaluation of submissions.

E16.2 Materials

E16.2.1 Posts / Caps

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

E16.2.2 Decks (if applicable)

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

E16.2.3 Clamping System

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

E16.2.4 Handrails, Safety Rails and Handloops (if applicable)

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

E16.2.5 Hardware

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

E16.2.6 Poly Components

- (a) Poly components such as slides and hoods shall be fabricated from U.V. stabilized, rotationally molded linear low-density polyethylene.

- (b) Poly components such as play panels shall be fabricated from compression molded solid colour, U.V. stabilized, high-density polyethylene.

E16.2.7 Slides

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

E16.2.8 Each Play Structure shall have kick plates and hand loops as required to meet the most recent Canadian Standards Association Standards.

E16.3 Installation

E16.3.1 Play equipment shall be installed as per manufacturer's specifications and in accordance with the most recent Canadian Standards Association Standards.

E16.3.2 All posts and other vertical items shall be plumb and true to vertical, if so designed.

E16.3.3 All decks shall be level, if so designed.

E16.3.4 Concrete footings/ foundation shall be in accordance with E19.

E16.4 Method of Measurement and Basis of Payment

E16.4.1 Method of Measurement shall be as follows:

- (a) Play Structures will comprise only part of the overall Play Equipment, measured on a lump sum basis:
 - (i) Item A.2: "New Play Equipment for 5-12 Year Olds (AREA C)" on Form B: Prices. This shall include all play equipment attached to, or functionally linked to the structure, including independent components proposed for this area.
 - (ii) Item B.4: "New Play Equipment for 2-5 Year Olds (AREA C)" on Form B: Prices. This shall include all play equipment attached to, or functionally linked to the structure, including independent components proposed for this area.
 - (iii) Item C.1: "New Play Equipment for 5-12 Year Olds (AREA A)" on Form B: Prices. This shall include all play equipment attached to, or functionally linked to the structure, including independent components proposed for this area.
 - (iv) Item D.1: "New Play Equipment for 5-12 Year Olds (AREA A)" on Form B: Prices. This shall include all play equipment attached to, or functionally linked to the structure, but excluding independent components and swings located within the Play Area.
 - (v) Independent Components for Furby Street Playground shall be paid for as per E17.3.2.
 - (vi) All Swing Sets shall be paid for as per E18.4.2.

E16.4.2 Basis of Payment shall be as follows:

- (a) Play Structures 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. INDEPENDENT COMPONENTS

E17.1 Description

E17.1.1 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of

all Work as shown on the Drawings and as hereinafter specified, including, but not necessarily confined to the following:

(a) Supply and installation of Independent Components.

E17.1.2 Independent Components shall be installed as per the proposed design, as the proposed budget will allow.

E17.1.3 Independent Components shall be installed in the available areas as shown on Drawings PE-DP1, PE-RP1, PE-MC1, PE-FS1. The Components and their safety zones must fit into the proposed play area.

E17.2 Materials

E17.2.1 All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all parts and materials.

E17.2.2 There shall be a minimum (or no) amount of hollow plastic components. Solid plastic is acceptable.

E17.2.3 There shall be a minimum amount of solid elements which limit visibility through the Site.

E17.2.4 Fasteners

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

E17.2.5 Finishes

(a) Finishes shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating.

E17.2.6 Slides

(a) If an independent slide is proposed, stainless steel is preferred. If other slides are proposed on the Site one may be plastic. North or east orientation preferred. If independent slide over 4' high is proposed, support posts must be minimum 5"O.D.

(b) Tube (enclosed) slides and plastic spiral slides will not be accepted.

E17.3 Method of Measurement and Basis of Payment

E17.3.1 Method of Measurement shall be as follows:

(a) As identified in E16.4.1(a) (i), (ii) and (iii), measurement will be incorporated into the lump sum cost for each play area or as specified. As such, no separate measurement will be made for these Independent Components.

(b) Independent Components located within the Play Area of Furby Street Playground, not including those attached to or functionally linked to the play structure, will be incorporated into the lump sum cost for Item D.2: "New Independent Play Components for 2-12 Year Olds (AREA A)" on Form B: Prices.

E17.3.2 Basis of Payment shall be as follows:

(a) Independent Components for Dorge Park, Robertson Playground and Marlow Court, if proposed, shall be included in Items A.2, B.4 and C.1 on Form B: Prices. No separate payment shall be made.

(b) Independent Components for Furby Street Playground that are located within the Play Area shall be paid for on a lump sum basis as indicated in Item D.2 on Form B: Prices. This price shall be full payment for supply all labour, equipment and materials (including concrete foundations), and performing all operation herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E18. SWING STANDARD

E18.1 Description

E18.1.1 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work as shown on the Drawings and as herein specified.

E18.1.2 This specification shall cover the supply and installation of a complete swing standard, as hereinafter specified, including, but not necessarily confined to the following:

(a) Robertson Playground:

- (i) Three Leg Heavy Duty Swing Frame, four (4) bay, 2.4m (8') high, complete with eight (8) slash-proof rubber enclosed infant seats, heavy-duty chain, swing hangers and "S" hooks / bolt links;
- (ii) Three Leg Heavy Duty Swing Frame, four (4) bay, 3.0m (10') high, complete with eight (8) slash-proof belt seats, heavy-duty chain, swing hangers and "S" hooks / bolt links;

(b) Marlow Court Playground:

- (i) Three Leg Heavy Duty Swing Frame, two (2) bay, 3.0m (10') high, complete with two (2) slash-proof rubber enclosed infant seats, two (2) slash-proof belt seats, heavy-duty chain, swing hangers and "S" hooks / bolt links;

(c) Furby Street Playground:

- (i) Three Leg Heavy Duty Swing Frame, single bay, 2.4m (8') high, complete with two (2) slash-proof rubber enclosed infant seats, heavy-duty chain, swing hangers and "S" hooks / bolt links.

E18.2 Materials

E18.2.1 Topbeam

- (a) All topbeams shall be fabricated from 3 1/2" O.D. 7 gauge, RS40 galvanized steel pipe with a baked-on polyester powdercoating. The powder coating finish shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating prior to powdercoating.

E18.2.2 Legs

- (a) All legs shall be fabricated from 2 3/8" O.D. 10 gauge, RS40 galvanized steel pipe with a baked-on polyester powdercoating. The powder coating finish shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating prior to powdercoating. The bottom end of the posts is to be sealed with a moisture barrier.

E18.2.3 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 aluminum or galvanized metal complete with tamper-proof hardware.

E18.2.4 Swing Hangers

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

E18.2.5 Swing Chain

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

E18.2.6 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 slashproof. Infant seats shall be fully enclosed to prevent slipping out and provide extra lower back support.

E18.2.7 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 slashproof. The perimeter shall be moulded to form a blunt, impact absorbing edge.

E18.2.8 Hardware

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

E18.2.9 Concrete Foundations

- (a) Post shall be installed into a concrete footing the composition of which is detailed in E19.

E18.3 Installation

E18.3.1 Installation shall be in accordance with Manufacturer's specifications.

E18.3.2 Top rail is to be level and posts securing anchored in concrete.

- (a) Swing seats shall not be installed until the protective surfacing (in accordance with E20) has been installed.

E18.4 Method of Measurement and Basis of Payment

E18.4.1 Method of Measurement shall be as follows:

- (a) Swing Standard will be measured on a per unit basis for Item B.1: "4-Bay (8-Seat) 2.4m Height (8') Swing Set (AREA A)" on Form B: Prices.
- (b) Swing Standard will be measured on a per unit basis for Item B.2: "4-Bay (8-Seat), 3.0m (10') Height Swing Set (AREA B)" on Form B: Prices.
- (c) Swing Standard will be measured on a per unit basis for Item C.3: "2-Bay (4-Seat) 3.0m (10') Height Swing set (with 2 slash-proof belt seats and 2 slash-proof infant seats)" on Form B: Prices.
- (d) Swing Standard will be measured on a per unit basis for Item D.3: "Single Bay, 2.4m (8.0') Height Swing Set (AREA A)" on Form B: Prices.

E18.4.2 Basis of Payment shall be as follows:

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

E19. FOUNDATIONS

E19.1 Description

E19.1.1 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work as shown on the Drawings and as herein specified.

E19.1.2 All playground equipment posts, bases and anchors are to be set in concrete footings or piles to ensure stability and prevent frost heaving. The current Standard Construction Specifications of the City of Winnipeg, CW 2160-R4 - Concrete to be used in Underground

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

E19.2 Materials

E19.2.1 The specific concrete requirements shall be:

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

E19.3 Installation

E19.3.1 All posts and supports shall be centered in the concrete footing such that there is a complete collar of concrete around each post and support. Where posts are not perfectly centered there should be a minimum of 2" concrete at any point around the post.

E19.3.2 All concrete footings for play equipment shall be a minimum of 3' depth, or in accordance with Manufacturer's specifications, whichever is greater.

E19.4 Method of Measurement and Basis of Payment

E19.4.1 Method of Measurement shall be as follows:

- (a) Foundations shall be incidental to the measurement of Play Structures, Swing Standard and Independent Components listed above and as shown on Form B: Prices.

E19.4.2 Basis of Payment shall be as follows:

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

E20. PROTECTIVE SURFACING

E20.1 General Description

E20.1.1 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work as shown on the Drawings and as hereinafter specified, including, but not necessarily confined to the following:

- (a) Supply and Installation of two distinct types of safety surfacing: safety stone (play stone) and wood fibre.

E20.1.2 Further to E15.2, the extent and layout of protective surfacing shall be the responsibility of the Play Equipment Contractor. The extents and layout of protective surfacing materials shall be provided to the Site Development and Furnishings Contractor prior to the commencement of excavation of play areas.

E20.2 Safety Stone (Play Stone) Surfacing

E20.2.1 Description

- (a) This specification shall cover the supply and installation of Safety Stone Surfacing within areas indicated on the drawings and Items A.1, B.3, C.4 and D.4 listed as "Play Stone in" (i.e. Infant Swings Area) in Form B: Prices.

E20.2.2 Materials

- (a) Safety Stone shall be 6.0mm Playground Stone, composition shall be Typical Birds Hill glacial till material, 100% clean river-washed granite conforming to the following sizes of sieve:

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

E20.2.3 Construction Methods

- (a) Safety Stone shall be installed within indicated play areas on drawings, as defined by the timber edging (supplied and installed by others), to a minimum depth of 300 mm.
- (b) The installation of the Safety Stone shall be done immediately after the play equipment has been installed.
- (c) Installation shall be done by equipment sized to suit the Work being done and the Stone shall be spread by hand as necessary in the immediate vicinity of the play equipment so as not to damage same. The play equipment shall be swept clean to the satisfaction of the Contract Administrator after installation of the Stone.

E20.3 Wood Fibre Surfacing

E20.3.1 Description

- (a) This specification shall cover the supply and installation of Wood Fibre Surfacing within areas indicated on the drawings and for Items A.3, B.5 and C.2 as "Wood Fibre Surfacing System" on Form B: Prices.

E20.3.2 Materials

- (a) Wood Fibre product shall be either Zeager Woodcarpet or Fibar FibarSystem 300 products or substitute acceptable to Contract Administrator.
 - (i) Contact for Woodcarpet:
Zeagar Bros. Inc.
4000 East Harrisburg Pike ·
Middletown, PA 17057
USA

Ph: (1-888) 346-8524 or (717) 944-7481 ·
Fax (717) 944-7681
sales@zeager.com
 - (ii) Contact for FibarSystem 300:
The Fibar Group LLC
80 Business Park Drive, Suite 300
Armonk, NY 10504-1705
USA

Ph: (800) 342-2721
Fax: (914) 273-8659
ifo@FibarPlaygrounds.com
- (b) Wood Fibre surfacing shall include wood fibre, filter cloth, subsurface drainage system and mats for bottom of slides, if applicable, and under swings.

E20.3.3 Construction Methods

- (a) Wood Fibre shall be installed within the play area, as defined by the timber edging (supplied and installed by others), to a minimum depth of 200 mm. In play areas where maximum fall height is greater than 2.4m (8'), depth of material to directly correspond to maximum fall height of play equipment in accordance with manufacturer's specifications.

- (b) The installation of the Wood Fibre shall be done immediately after the play equipment has been installed.
- (c) Installation of entire system, including fibre, filter cloth, subsurface drainage and mats shall be done according manufacturer's instructions. Adequate drainage within play equipment area must be ensured as per same.
- (d) Installation shall be done by equipment sized to suit the Work being done and the Wood Fibre shall be spread by hand as necessary in the immediate vicinity of the play equipment so as not to damage same. The play equipment shall be swept clean to the satisfaction of the Contract Administrator after installation of the Wood Fibre.

E20.4 Method of Measurement and Basis of Payment

E20.4.1 Method of Measurement shall be as follows:

- (a) Protective Surfacing will be measured on a cubic metre basis for Items A.1, B.3, C.4 and D.4 listed as "Play stone...." on Form B: Prices.
- (b) Protective Surfacing will be measured on a cubic metre basis for Items A.3, B.5 and C.2 listed as "Wood Fibre Surfacing System" on Form B: Prices.

E20.4.2 Basis of Payment shall be as follows:

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

E21. SITE CLEAN UP

- E21.1** The Contractor shall, upon the completion of Work each day, load and dispose of all spoiled concrete, reinforcing steel, granular and other material associated with the Works from the Work Site. The Contractor shall secure or remove all of his machinery and equipment at the end of each day from the immediate Work Site. The Contractor will not be permitted to store machinery, equipment, or materials on public roads overnight. Any costs in connection with the above mentioned works are incidental.
- E21.2** Unless otherwise specified the Contractor shall restore all areas which have been disturbed by his operations to as good as or better than original condition including removal of all construction debris, repair all vegetation, sod, concrete pavement, concrete curbs, concrete sidewalk and asphalt paving to remain etc. to the satisfaction of the Contract Administrator. Any costs incurred in connection with the above mentioned Work are incidental to unit prices bid under this contract.
- E21.3** Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all tools, equipment, waste, debris and surplus foundation earth to the satisfaction of the Contract Administrator. Unless otherwise specified, the Contractor shall restore all areas of the Site beyond the established limit of Work, which have been disturbed by the Contractor's operations to as good as or better than the original condition to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this Work.
- E21.4** Sod and Topsoil (repair to damaged areas). The Contractor shall install mineral sod and a minimum 75mm compacted thickness of topsoil, as required, and in accordance with CW 3510-R9 and CW 3540-R5.