



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 733-2008

**ST. JAMES/BROOKLANDS PLAYGROUND RENOVATIONS –
SITE WORKS AND FURNISHINGS**

TABLE OF CONTENTS

PART A - BID SUBMISSION

| | |
|----------------|---|
| Form A: Bid | 1 |
| Form B: Prices | 3 |

PART B - BIDDING PROCEDURES

| | |
|---|---|
| B1. Contract Title | 1 |
| B2. Submission Deadline | 1 |
| B3. Site Investigation | 1 |
| B4. Enquiries | 1 |
| B5. Addenda | 1 |
| B6. Substitutes | 2 |
| B7. Bid Components | 3 |
| B8. Bid | 3 |
| B9. Prices | 4 |
| B10. Qualification | 4 |
| B11. Opening of Bids and Release of Information | 5 |
| B12. Irrevocable Bid | 5 |
| B13. Withdrawal of Bids | 5 |
| B14. Evaluation of Bids | 6 |
| B15. Award of Contract | 7 |

PART C - GENERAL CONDITIONS

| | |
|------------------------|---|
| C0. General Conditions | 1 |
|------------------------|---|

PART D - SUPPLEMENTAL CONDITIONS

General

| | |
|-----------------------------|---|
| D1. General Conditions | 1 |
| D2. Scope of Work | 1 |
| D3. Definitions | 1 |
| D4. Contract Administrator | 1 |
| D5. Contractor's Supervisor | 2 |
| D6. Notices | 2 |

Submissions

| | |
|------------------------------------|---|
| D7. Authority to Carry on Business | 2 |
| D8. Insurance | 2 |
| D9. Performance Security | 3 |
| D10. Subcontractor List | 3 |

Schedule of Work

| | |
|------------------------------|---|
| D11. Commencement | 3 |
| D12. Working days | 4 |
| D13. Work by Others | 4 |
| D14. Substantial Performance | 4 |
| D15. Total Performance | 5 |
| D16. Liquidated Damages | 5 |
| D17. Maintenance | 5 |

Control of Work

| | |
|--|---|
| D18. Job Meetings | 5 |
| D19. Prime Contractor – The Workplace Safety and Health Act (Manitoba) | 6 |

Measurement and Payment

| | |
|--------------|---|
| D20. Payment | 6 |
|--------------|---|

Warranty

| | |
|---------------|---|
| D21. Warranty | 6 |
|---------------|---|

| | |
|---------------------------|---|
| Form H1: Performance Bond | 7 |
|---------------------------|---|

| | |
|---|----|
| Form H2: Irrevocable Standby Letter of Credit | 9 |
| Form J: Subcontractor List | 11 |

PART E - SPECIFICATIONS

General

| | |
|--|---|
| E1. Applicable Specifications and Drawings | 1 |
|--|---|

General Requirements

| | |
|--|---|
| E2. Soils Investigation Report | 1 |
| E3. Pre-Construction Meeting | 2 |
| E4. Site Access | 2 |
| E5. Pedestrian Safety and Traffic Management | 2 |
| E6. Site Condition | 2 |
| E7. Protection of Existing Trees | 2 |
| E8. Existing Services and Utilities | 3 |
| E9. Protection of Survey Infrastructure | 4 |
| E10. Stakes and Marks | 4 |
| E11. Site Enclosures | 5 |
| E12. Product Approvals | 5 |
| E13. Surface Restoration | 5 |

Site Development

| | |
|--|----|
| E14. Removals | 5 |
| E15. Excavation and Grading | 7 |
| E16. Matching Existing Grades | 10 |
| E17. Base Course Material | 10 |
| E18. Crushed Granular Paving | 11 |
| E19. Timber Edging | 12 |
| E20. Sandbox | 14 |
| E21. Site Furnishings | 15 |
| E22. Entry Sign | 17 |
| E23. Chain Link Baffle Gate and Fence gate | 19 |
| E24. Topsoil and Sod | 19 |
| E25. Site Clean Up | 20 |

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 ST. JAMES/BROOKLANDS PLAYGROUND RENOVATIONS –
SITE WORKS AND FURNISHINGS

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 17, 2008.
- 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 Division 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 Division 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 B14.

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.

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 Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.

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

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

B7.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

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

B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.

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

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

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

B8. BID

B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B8.4.2 All signatures shall be original.
- B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B9. PRICES

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Notwithstanding C.12.2.3(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.
- B9.4 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. QUALIFICATION

- B10.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt/debar.stm>).

- B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba).
- B10.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B10.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

- B11.1 Bids will not be opened publicly.
- B11.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.
- B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.
- B11.4 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.

B12. IRREVOCABLE BID

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B12.2 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.

B13. WITHDRAWAL OF BIDS

- B13.1 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.
- B13.1.1 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.
- B13.1.2 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.
- B13.1.3 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 B13.1.3(b), declare the Bid withdrawn.

B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 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.

B14. EVALUATION OF BIDS

B14.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

B14.2 Further to B14.1(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.

B14.3 Further to B14.1(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.

B14.4 Further to B14.1(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 adjusted, if necessary, as follows:

- (a) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder is within the budgetary provision for the Work, no adjustment will be made to the Total Bid Price; or
- (b) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder exceeds the budgetary provision for the Work, the total bid prices of all responsive Bids, submitted by responsible and qualified Bidders, will be adjusted by progressively deducting or modifying quantities for the following items from Form B: Prices in the order listed herein until a total bid price within the budgetary provision is achieved.
 - a. delete items A.8 – quantity of 1
 - b. delete items C.7– quantity of 1
 - c. delete items C.7– quantity of 1
 - d. delete items B.8 – quantity of 1
 - e. delete items A.8 – quantity of 1
 - f. delete items C.7– quantity of 1
 - g. delete items C.8– quantity of 1
 - h. delete items A.9– quantity of 1
 - i. delete items B.9 – quantity of 1
 - j. delete items C.8– quantity of 1

B14.4.1 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.

B14.4.2 Further to B14.1(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.

B15. AWARD OF CONTRACT

B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B15.2 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.

B15.2.1 Without limiting the generality of B15.2, 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.

B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B14.

B15.3.1 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.

B15.4 Notwithstanding C4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B15.5 The Contract, as defined in C1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.

C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at http://www.winnipeg.ca/matmgt/gen_cond.stm.

C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of removal and disposal of existing play equipment, bases, safety surfaces, site furnishings, paving materials and vegetation, site grading, excavation for new play areas, supply and installation of crushed granular paving, timber edging, site furnishings, sod and topsoil.

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

- (a) Removal and Disposal;
- (b) Excavation and Rough Grading;
- (c) Grading;
- (d) Remove existing play equipment and concrete bases;
- (e) Remove and dispose of existing site furnishings (including concrete bases);
- (f) Remove and dispose of existing timber edging;
- (g) Remove and dispose of existing play stone and sand surfacing;
- (h) Remove and dispose of existing trees and shrubs (including root mass);
- (i) Sawcut, excavation, remove and dispose of existing paving and unsuitable base courses;
- (j) Construction of crushed granular paving;
- (k) Supply and installation of timber edging;
- (l) Supply and Installation of timber sandbox;
- (m) Supply and installation of chain link gates;
- (n) Supply and installation of topsoil and sod as required in accordance with the requirements attached;
- (o) Supply and installation of site furniture.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**CSA**" means Canadian Standards Association
- (b) "**ASTM**" means American Society for Testing and Materials

D4. CONTRACT ADMINISTRATOR

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

Ms. Jennifer Wagner
8th Floor – 136 Market Avenue
Winnipeg, MB
R3B 0P4

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

D4.2 At the pre-construction meeting, Ms. Wagner 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.

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 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Financial Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

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
Internal 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 twenty-one (21) Calendar Days from notification of the award of Contract by Purchase Order.

D8.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D9. PERFORMANCE SECURITY

D9.1 If the Contract Price exceeds one hundred thousand dollars (\$100,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D9.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D9.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D10. SUBCONTRACTOR LIST

D10.1 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

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 performance security specified in D9; and
 - (v) the subcontractor list 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.
 - (c) the Contractor has provided a written schedule of work outlining dates and duties to be performed.
 - (d) both the Contractor and the Contract Administrator is in receipt of the approved final layout of play equipment from the play equipment contractor.

D11.3 The Contractor shall commence the Work on the Site no later than May 15, 2009.

D12. WORKING DAYS

- D12.1 Further to C1.1(gg), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of Work while at another time a Working Day may be based on another type of Work. When more than one type of major Work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.
- D12.2 In the event that incidental Work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental Work until such time as it is up to schedule.
- D12.3 When the major type of Work involves restoration of the Site to the condition it was prior to rainfall, Working Days shall not be charged.

D13. WORK BY OTHERS

- D13.1 Works by others on or near the Site will include but not necessarily be limited to:
- (a) Maintenance Work by City of Winnipeg;
 - (b) Supply and Installation of Play Equipment and Safety Surfacing by play equipment contractor(s);
 - (c) Supply and Installation of trees by other contractor(s).

D14. SUBSTANTIAL PERFORMANCE

- D14.1 The Contractor shall achieve Substantial Performance within twenty (20) consecutive Working Days of the commencement of the Work as specified in D11.
- 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 thirty (30) consecutive Working Days of the commencement of the Work as specified in D11.
- 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 hundreds 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 Total 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. MAINTENANCE

- D17.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Topsoil and Sod as specified in E24;
- 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 deems it necessary.

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

D19.1 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

D20. PAYMENT

D20.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D21. WARRANTY

D21.1 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.

D21.2 Notwithstanding C13.2 or D21.1, 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.

D21.2.1 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.

FORM H1: PERFORMANCE BOND
(See D9)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

BID OPPORTUNITY NO. 733-2008

ST. JAMES/BROOKLANDS PLAYGROUND RENOVATIONS –
SITE WORKS AND FURNISHINGS

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)
(See D9)**

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 733-2008

ST. JAMES/BROOKLANDS PLAYGROUND RENOVATIONS –
SITE WORKS AND FURNISHINGS

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division 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>Specification No.</u> | <u>Specification Title</u> |
|--------------------------|--|
| CW 1110-R1 | General Instructions |
| CW 1120-R1 | Existing Services, Utilities and Structures |
| CW 1130-R1 | Site Requirements |
| CW 3010-R4 | Clearing and Grubbing |
| CW 3110-R10 | Sub-Grade, Sub-Base and Base Course Construction |
| CW 3130-R1 | Supply and Installation of Geotextile Fabrics |
| CW 3170-R3 | Earthwork and Grading |
| CW 3510-R9 | Sodding |
| CW 3540-R5 | Topsoil and Finish Grading for Establishment of Turf Areas |
| CW 3550-R2 | Chain Link Fencing |

| <u>Drawing No.</u> | <u>Drawing Name/Title</u> |
|--------------------|--|
| SW-GP1 | Galmar Park Existing Conditions & Removals |
| SW-GP2 | Galmar Park Proposed Site Works |
| SW-KS1 | King Edward & Silver Playground Existing Conditions & Removals |
| SW-KS2 | King Edward & Silver Playground Proposed Site Works |
| SW-MB1 | Moray & Bruce Playground Existing Conditions & Removals |
| SW-MB2 | Moray & Bruce Playground Proposed Site Works |
| SW-D1 | Details |
| SCD 106 | Waste Receptacle – Expanded Metal Basket |
| SCD 119 | Waste Receptacle – Metal Slat Type |
| SCD-139 | Tache Bench Composite with Arms |
| SCD-633 | Chain Link Fence Entrance Baffle Detail |
| SD-243 | Sodding Details |

GENERAL REQUIREMENTS

E2. SOILS INVESTIGATION REPORT

- E2.1 Further to C3.1, no soil inspection has been done. Contractor to supply soils investigation report if site conditions warrant

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 Contractor shall be provided and maintained by the Contractor at his own expense and approved by the Contract Administrator.

E4.3 The 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. 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 Further to CW 1130-R1, the Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress in maintained to private properties while he is Working near them. Any damage caused by the negligence of the Contractor or his Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by him at his own expense, to the satisfaction of the Contract Administrator.

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. Surface and sub-surface conditions shown on the Drawings and included herein are provided for general information and variations there from shall not affect the terms of the Contract. 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 This Specification shall amend and supplement CW 1120-R1.

E8.2 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.

E8.3 The Contractor's attention is drawn to the existing underground lines or services that may be located in the area of the Work.

E8.4 The Contractor shall take all necessary precautions when performing the Work to ensure that no damage is done to these existing services.

E8.5 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.

- E8.6 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.
- E8.7 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.
- E8.8 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 C:6.26 (g), at least 72 hours prior to the commencement of the On-Site Work the Contractor shall contact the City of Winnipeg, Geomatics Services Branch at 986-4826 (8:00 am to 4:00 pm Monday to Friday excluding holidays) to obtain underground clearance. Geomatics Services will locate and mark all known outline survey monuments and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.
- 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 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.

E10.5 The Contract Administrator shall be advised of the staking of the play areas layout at least twenty-four (24) hours in advance in order that the layout may be inspected and adjusted as required prior to construction. 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 removing and reinstalling the timbers to suit the play equipment layout.

E11. SITE ENCLOSURES

E11.1 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.

E11.2 Site enclosures shall be considered incidental to the Contract Work.

E12. PRODUCT APPROVALS

E12.1 The Contractor shall, following award, prepare a complete list of all material to be used on the project and submit the list to the Contract Administrator seventy-two (72) hours prior to start of construction.

E12.2 The Contractor shall only use material which has been approved by City of Winnipeg or by the Contract Administrator. The list shall provide the product, the manufacturer and the supplier.

E12.3 All Workmanship and materials furnished and supplied under this Specification are subject to close and systematic inspection and testing by the Contract Administrator. The Contract Administrator reserves the right to reject any materials or Works which are not in accordance with the requirements of the Specifications.

E12.4 The Contractor shall wholly be responsible for the supply, safe storage, and handling of all materials set forth in this specification, and the control of all operations, incidental thereto notwithstanding any inspection or approval that may have been previously given.

E13. SURFACE RESTORATION

E13.1 Further to Section 3.3 of CW 1130-R1, the Contractor shall temporarily repair any Work commenced and not completed in the 2009 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.

SITE DEVELOPMENT

E14. REMOVALS

E14.1 Description

E14.1.1 This Specification is supplemental to CW 3010-R4 and CW3110-R10.

E14.1.2 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.

E14.1.3 Work shall include, but not necessarily confined to, the following:

- (a) Stockpile suitable, approved material on site for reuse (clean topsoil, clay fill and gravel fill) in a secure location. Remove and legally dispose of unsuitable material. Stockpile location to be restored to original condition following removal and re-use of material;

- (b) Remove and legally dispose of existing play equipment, including concrete bases, all paint chips and flakes, timber edging and any remaining contaminated or otherwise non-salvageable play sand and/or play stone as per the Drawings;
- (c) Remove and legally dispose of 1 existing wood bollard and chain for Galmar Park as identified on drawing SW-GP1;
- (d) Remove and legally dispose of existing concrete walkway for Galmar Park as identified on drawing SW-GP1;
- (e) Remove and legally dispose of 1 existing tree stump (including root mass) in Galmar Park as identified on drawing SW-GP1;
- (f) Remove and legally dispose of 4 existing benches, 1 planter box, 1 park sign and 1 metal slat waste receptacle (salvage and stockpile metal basket), including foundations, for Galmar Park as identified on drawing SW-GP1;
- (g) Remove and legally dispose of stainless steel fountain basin, all interior mechanical components, fountain spigot and sand within the existing concrete fountain base for Galmar Park as identified on drawing SW-GP1;
- (h) Remove and legally dispose of 1 park sign, 2 existing benches, including foundations, for King Edward & Silver Playground as identified on drawing SW-KS1;
- (i) Remove and legally dispose of existing chain link baffle gate for King Edward & Silver Playground as identified on drawing SW-KS1;
- (j) Remove and legally dispose of 1.25m section of chain link fence for Moray & Bruce Playground as identified on drawing SW-MB1;
- (k) Remove and legally dispose of existing chain link access gate for Moray & Bruce Playground as identified on drawing SW-MB1;
- (l) Remove and legally dispose of existing concrete paving for Moray & Bruce Playground as identified on drawing SW-MB1;
- (m) Remove and legally dispose of existing trees and shrubs (including stump and root mass) for Moray & Bruce Playground as identified on drawing SW-MB1;
- (n) Remove and legally dispose of 1 park sign, 1 existing bench and 1 waste receptacle, including foundations, for Moray & Bruce Playground as identified on drawing SW-MB1.

E14.2 Construction Methods

E14.2.1 The Contractor shall remove existing pavement in accordance with CW 3110-R10.

E14.2.2 Prior to beginning the earthwork and grading the Contractor shall clear the Site and remove all existing trees and shrubs to be removed as indicate on the Removal Plan, including roots masses, and debris, etc. that is located within the limits of the Work. Obtain Contract Administrators approval prior to removing any trees. The material shall be loaded, hauled and legally disposed of off site at a location approved by the Contract Administrator.

E14.2.3 All tree stumps for removed trees shall be removed to the satisfaction of the Contract Administrator. The Contractor shall load and haul all stumps, rubbish and all other surface litter from the Site and legally dispose of these materials at dumps located by the Contractor and approved by the Contract Administrator. Any materials dropped or spilled on any streets during the hauling operations shall be promptly cleaned up by and at the expense of the Contractor, to the satisfaction of the Contract Administrator.

E14.2.4 All foundations shall be removed to full depth to the satisfaction of the Contract Administrator. Fill all holes resulting from removals with compacted clay fill in seeded or sodded areas and compacted granular fill in paved areas.

E14.2.5 Excavate and remove existing paving and base courses. Dispose of unsuitable material off site at a facility approved by the City of Winnipeg. The Contractor shall sawcut the existing to produce a clean straight edge when excavating.

- E14.2.6 The Contractor shall ensure that upon completion of the removal operations, the Site is left in a neat condition free from debris, etc. for approval by the Contract Administrator prior to placing base courses and clean fill.
- E14.2.7 The Contractor and all sub-contractors shall examine the Site and make themselves familiar with the existing conditions and the nature of the Work to be done.
- E14.2.8 Prevent damage to surface or underground utility lines which are to remain. Make good any damage.
- E14.2.9 Do not disturb soil within branch spread of trees to remain.
- E14.2.10 All extraneous materials to be removed from the Site and disposed of in a safe and legal manner. This specification shall amend and supplement City of Winnipeg Standard Construction Specifications CW 3110-R10.
- E14.2.11 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.
- E14.2.12 Contractor must coordinate with the Contract Administrator to ensure all removals have occurred.
- E14.3 Method of Measurement
- E14.3.1 Removals, sawcutting, disposal and related Work in accordance with the Drawings and Specification shall be incidental to the lump sum prices for "Removals" as indicated in Form B: Price. No payment will be made for material removed outside of the limits of excavation as established by the Contract Administrator.
- E14.3.2 Quantities of units are based on the proposed design drawings as supplied by the Contract Administrator.
- E14.4 Basis of Payment
- E14.4.1 Removals, sawcutting, disposal and related Work will be paid for at the Contract Unit Prices as indicated on Form B: Prices. The amount to be paid for shall be the total number of units, measured as specified herein, which price shall be for full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and accepted by the Contract Administrator.

E15. EXCAVATION AND GRADING

- E15.1 Description
- E15.1.1 This Specification shall amend and supplement CW 3110-R10 and CW 3170-R3.
- E15.1.2 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.
- E15.1.3 Work shall include, but not necessarily confined to, the following:
- (a) Excavation, removals, sawcutting, disposal, subgrade compaction and rough grading of the existing Site for the construction of accessible seating nodes, crushed granular paving, sodded areas and play areas to the design requirements noted on the Drawings and the Specifications, approved on site by the Contract Administrator, to depths as required for each surface;
 - (b) Earthwork and grading of the existing Site (cut and fill including compaction of subgrade and fill material) to ensure positive drainage in all paved areas, adjacent sodded areas and play areas;
 - (c) Supply and install imported fill in areas as required to ensure positive drainage;

- (d) Excavate, remove and legally dispose for play areas in accordance with the proposed design drawings and to the depths required for each play surface;
- (e) Excavate, remove and legally dispose of unsuitable subgrade and replace with compacted granular material;
- (f) Excavate and regrade playground area for Galmar Park as identified on drawings SW-GP1 and SW-GP2, removing and legally disposing of excess material from the Site;
- (g) Grade berm in playground area for King Edward & Silver Playground as identified on drawing SW-KS2;
- (h) Excavate, Remove, Legally Dispose, Rough Grade and Fill areas where items were removed and will not be replaced.

E15.2 Materials

E15.2.1 All fill materials shall conform to CW 3170-R3.

E15.3 Construction Methods

- E15.3.1 The Contractor shall construct the Site, within the limits indicated, to the design elevations and gradients noted on the Drawings (less the appropriate surface treatment depths specified) and shall excavate, remove and dispose of all unsuitable materials of whatever nature encountered.
- E15.3.2 The Contractor shall construct all sub-grades in accordance with Specification CW 3110-R10. Excavation will be performed as per Section 4.3 of CW 3110-R10. Unsuitable Excavated material shall be disposed of as per Section 3.4 of CW 1130-R1. The Contractor is advised that there may be a surplus of fill on the Site after the design sub-grade level has been achieved. All surplus material will be disposed of in accordance with Section 3.4 of CW 1130-R1.
- E15.3.3 Excavated or graded materials to be approved before use as fill for grading Work. Protect such approved material from contamination. Stockpile in approved locations. Protection and stockpiling are incidental to unit price bid for removals, excavation and rough grading.
- E15.3.4 The Contractor shall excavate topsoil as per Section 4.3 of CW 3110-R10. Topsoil excavation is incidental to the unit price bid for removals, excavation and rough grading.
- E15.3.5 The Contractor and all sub-contractors shall examine the Site and make themselves familiar with the existing conditions and the nature of the Work to be done.
- E15.3.6 Prevent damage to surface or underground utility lines which are to remain. Make good any damage.
- E15.3.7 The Contractor shall excavate to the design grades shown less the appropriate allowance for surface treatment and shall excavate, remove and dispose of all unsuitable materials of whatever nature encountered.
- E15.3.8 Except for drainage swales, berms and embankments indicated, the design gradient for all other areas shall be considered to be straight grade between the design elevations shown. Changes in grade at swales, berms, embankments and field shall be gently contoured as directed by the Contract Administrator to provide future ease of grass mowing operation.
- E15.3.9 In fill areas, where the difference between the existing grade elevation and the design elevation is less than 300mm the Contractor shall scarify the existing ground to a minimum depth of 150mm prior to placement of any fill.
- E15.3.10 The Contractor is advised that there may be useable clay and gravel fill on site. All suitable material will be reviewed and approved by Contract Administrator and then re-used on site. The re-use of this material on site may reduce the quantity of imported gravel and clean earth fill required. The Contractor shall re-use existing site material prior to delivering new material to the Site.

- E15.3.11 No direct payment will be made for placing and grading of existing fill as all costs for this Work is incidental to the unit price bid for excavation, rough grading and site grading.
- E15.3.12 Areas to Fill
- (a) Fill low areas in subgrade of paved areas (crushed limestone paving) with compacted granular subbase material specified in E17 . Cost incidental to unit price bid for paved areas.
 - (b) Fill low areas in sodded areas with excavated clay material (from site excavations or imported as required) free from roots, muskeg, organic or cohesive matter, building debris, waste materials, rubble, rubbish, frozen portions, soluble materials and rocks larger than 25mm (1") in diameter and capable of sustaining plant and seed growth. Compact to 90% S.P.D. in 150mm (6") lifts. Cost of site excavated materials incidental to unit price bid for excavation, rough grading and site grading.
 - (c) Construct berms, sloped areas using excavated clay material (from site excavations or imported as required) free from roots, muskeg, organic or cohesive matter, building debris, waste materials, rubble, rubbish, frozen portions, soluble materials and rocks larger than 25mm (1") in diameter and capable of sustaining plant and seed growth. Compact to 90% S.P.D. in 150mm (6") lifts.
 - (d) Prior to placing fill over existing ground, scarify surface to depth of 150mm. Maintain fill and existing surface at approximately the same moisture content to facilitate bonding.
- E15.3.13 The Contractor shall construct all subgrades in accordance with Specification CW 3110-R10. This shall include the use of sheep's foot or other 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
- E15.3.14 Areas of the Site which are new play areas are to be excavated to the depths required to accept granular surfacing and a minimum 300mm depth of safety play stone (top of safety surfacing to be 50 mm below top of edging) and a minimum of 200mm depth (after compaction) of wood fibre (top of safety surface to be flush with top of timber edging). Exact excavation depth required for wood fibre to be coordinated with play equipment contractor. The areas shall be within the available areas for new play equipment as shown on Drawings and in accordance with Timber Edging Details 2/SW-D1 and 3/SW-D1.
- E15.3.15 Areas of the Site which are to be sodded are to be excavated to meet the depths as per E24.
- E15.3.16 The Contractor shall construct the sub-grade surface to the following depths below the finished grades for each area:
- (a) Crushed Granular Paving 200 mm
- E15.3.17 The Contractor is advised that all excavations, removals, disposal, rough grading, compaction and related Work for construction of sub-base, base course, granular paving and planting areas and sodded areas (adjacent to paved areas) shall be incidental to the unit prices bid for each item as listed in the Schedule of Prices.
- E15.3.18 Following earth moving, rough grading and compaction the Work areas shall be fine graded to provide a maximum deviation of 50mm in 10 metres 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 50mm in maximum dimensions.
- E15.3.19 Do not disturb soil within branch spread of trees to remain.
- E15.3.20 If required and at locations directed by the Contract Administrator the Contractor shall excavate and remove unsuitable subgrade material and replace it with compacted granular material in accordance with Specification CW3110-R10.

- E15.3.21 Excavation and rough grading includes the removal of items as indicated on the Drawings and as directed by the Contract Administrator. Work includes the satisfactory disposal of unsuitable Site material such as clay susceptible to frost-heaving, silts, rock rubble rubbish and any surplus suitable Site material. Do not disturb adjacent items designated to remain in place.
- E15.3.22 All extraneous materials to be removed from the Site and disposed of in a safe and legal manner. This specification shall amend and supplement City of Winnipeg Standard Construction Specifications CW 3110-R10.
- E15.3.23 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.
- E15.3.24 The Contractor is to coordinate the layout of all play spaces with the play equipment contractor to ensure that CSA requirements are met. Final layout of all play spaces has to be approved by Contract Administrator prior to any construction or removal.
- E15.3.25 Excavation should be coordinated with the installation of play equipment so as not to leave an open excavation area subject to ponding water.

E15.4 Method of Measurement

- E15.4.1 All Excavation and Rough Grading shall be measured on a cubic metre basis for "Excavation and Rough Grading" as indicated on Form B: Prices. The numbers to be paid shall be the total number of cubic meters completed in accordance with the Drawings and Specifications and as measure and accepted by the Contract Administrator.
- E15.4.2 Site Grading for Galmar Park and King Edward and Silver Playground shall be measured on a cubic metre basis for "Site Grading" as indicated on Form B: Prices. The numbers to be paid shall be the total number of cubic meters completed in accordance with the Drawings and Specifications and as measure and accepted by the Contract Administrator.
- E15.4.3 Quantities of units are based on the proposed design drawings as supplied by the Contract Administrator.

E15.5 Basis of Payment

- E15.5.1 All Excavation and Rough Grading will be paid for at the contract unit prices as indicated on Form B: Prices. The amount to be paid for shall be the total number of units, measured as specified herein, which price shall be for full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and accepted by the Contract Administrator.
- E15.5.2 Site Grading for Galmar Park and King Edward and Silver Playground will be paid for at the Contract Unit Prices as indicated on Form B: Prices. The amount to be paid for shall be the total number of units, measured as specified herein, which price shall be for full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and accepted by the Contract Administrator.

E16. MATCHING EXISTING GRADES

- E16.1 Whenever the proposed paving or sod meets existing building edge, doorway, or property line, the Contractor shall construct the proposed element to an acceptable grade, as directed by the Contract Administrator, to ensure that proper drainage and accessibility are maintained.

E17. BASE COURSE MATERIAL

- E17.1 The Specification shall supplement Standard Construction Specification CW 3110-R10 and CW 3130-R1.

- E17.2 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 Placement of Base Course Material;
 - (b) Supply and Placement of Sub-Base;
 - (c) Supply and Installation of Separation/ Reinforcement Geotextile Fabric;
 - (d) Compaction.
- E17.3 There will be no separate measurement and payment for supply and placement of sub-base. All Work shall be considered incidental to this specification.
- E17.4 There will be no separate measurement and payment for supply and installation of Separation/ Reinforcement Geotextile Fabric. All Work shall be considered incidental to this specification.
- E17.5 There will be no separate measurement and payment for compaction. All Work shall be considered incidental to this specification.
- E17.6 All costs in connection with the testing and approval of base courses shall be considered incidental to this specification.
- E17.7 Method of Measurement/ Basis of Payment
- E17.7.1 The Contractor is advised that all Work under this section is incidental to the unit prices bid in those items for which base course material is required under this Contract.

E18. CRUSHED GRANULAR PAVING

- E18.1 Description
- E18.1.1 The specification shall amend and supplement the City of Winnipeg specification CW 3110-R10.
- E18.1.2 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 granular base course, surface course materials and geotextile, for crushed granular paving, pathways and accessible seating nodes as indicated on the Drawings.
- E18.2 Material
- E18.2.1 All material shall conform to CW 3110-R10 and CW3130-R1. All materials supplied under this Specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.
- E18.2.2 Granular Base Course and Surface
- (a) Crushed granular paving shall consist of a 150mm base course depth of 19mm diameter crushed limestone down, with a 50mm depth of 6mm diameter crushed limestone surfacing.
- E18.2.3 Geotextile Fabric
- (a) Geotextile fabric shall be in accordance with CW 3130-R1.
- E18.3 Construction Methods

- E18.3.1 Construction method shall conform to Specification CW 3110-R10 'Sub-grade, Sub-base, and Base Course Construction'.
- E18.3.2 Contractor shall visit the Site and verify all data and dimensions and report any errors, omissions or discrepancies to the Contract Administrator prior to any installation.
- E18.3.3 The Contractor shall survey and stake out areas of crushed granular paving prior to the start of construction as shown on the Drawings. Layout of paving shall be checked and confirmed with Contract Administrator prior to construction. Contractor shall be responsible for interpretation of grades and protection of stakes.
- E18.3.4 Excavation of crushed granular paving areas shall be as per E15.
- E18.3.5 Sub-Grade
- (a) Prepare compacted sub-grade to the lines and grades as shown on Drawings. Contract Administrator to review sub-grade preparation prior to placement of granular base.
- E18.3.6 Granular Base
- (a) Geotextile fabric to be placed between Subgrade and granular base as per CW 3130-R1.
 - (b) Place granular base material to the lines and grades as shown on Drawings. Extend base minimum 150mm beyond width paving surface course.
 - (c) Compact material to a minimum of 95 percent Standard Proctor Density.
- E18.3.7 Granular Surface Course
- (a) Place granular surface course material to the lines and grades as shown on Drawings.
 - (b) Compact material to a minimum of 95 percent Standard Proctor Density.
- E18.4 Method of Measurement
- E18.4.1 Crushed Granular Paving shall be measured on an area basis for "Crushed Granular Paving" as indicated on Form B: Prices. The area to be paid for shall be the total number of square meters that are installed in accordance with this Specification and the Construction Drawings, and as acceptable to the Contract Administrator.
- E18.5 Basis of Payment
- E18.5.1 Crushed Granular Paving will be paid for at the Contract Unit Prices as indicated on Form B: Prices. The amount to be paid for shall be the total number of units, measured as specified herein, which price shall be for full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and accepted by the Contract Administrator.

E19. TIMBER EDGING

- 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 hereinafter specified, including, but not necessarily confined to the following:
- (a) Supply and installation of timber edging to contain the safety surfacing for the playground areas.
- E19.2 Materials
- E19.2.1 Timber Edging shall be subject to inspection and approval by the Contract Administrator prior to construction.

- E19.2.2 All bottom timbers to be ACQ pressure treated (P.T.) pine or spruce, No. 2 or better, no wane, bark, checking or splitting permitted. Wood shall be smooth and free of rough areas. All ends and cut shall be treated with preservative before being secured. All timbers to be 150mm x 150mm with a minimum length of 1200mm.
- E19.2.3 All capping wood to be 32mm x 150mm Pedra wood, minimum length 1200mm. Fasten Pedra wood to base course with yellow zinc plated deck screws. The wood shall NOT be pressure treated.
- E19.2.4 19mm dia. x 900mm rebar placed 1200mm o.c.
- E19.2.5 Geotextile fabric shall be in accordance with CW 3130-R1.
- E19.3 Method
- E19.3.1 Final layout of edging shall be in accordance with proposed design drawings for play areas to provide adequate safety surfacing area beneath play equipment, based on the most recent CSA safety zone requirements.
- E19.3.2 Contractor to coordinate timing of Work, quantities and layout of materials with playground equipment contractor to ensure that the proper safety zones are created around the equipment.
- E19.3.3 Timber Edging shall be subject to inspection and approval by the Contract Administrator prior to construction.
- E19.3.4 A 3.0 meter (10') offset shall be maintained from all existing trees unless approved by Contract Administrator.
- E19.3.5 Timbers shall be installed as per Drawings 2/SW-D1 and 3/SW-D1
- E19.3.6 A 20mm down compacted crushed granular base course shall be installed to a minimum 150mm depth x 300mm and as required to set the timbers at the correct grade.
- E19.3.7 In play areas with play stone protective surfacing, geotextile fabric to be placed between crushed limestone base and play stone. Geotextile fabric to extend over top of limestone base and under timber edging as per Drawing 2/SW-D1. Geotextile fabric to extend 1500mm under playground stone.
- E19.3.8 In play areas with Wood Fibre protective surfacing, geotextile fabric to be placed between compacted subgrade and crushed limestone base where Wood Fibre surfacing is to be installed. Geotextile fabric to extend over top of limestone base, under timber edging as per Drawing 3/SW-D1.
- E19.3.9 All timbers shall be cut neatly for a proper fit with no spaces or gaps between. All cuts shall be stained before being secured. Finished elevations shall ensure that all timbers are smooth, level, set plumb and spaced uniformly.
- E19.3.10 Base course timbers shall be pinned with a minimum of two (2) 19mm diameter by 900mm rebar predrilled at maximum 1200mm o.c. Install longest lengths possible.
- E19.3.11 Pedra cap joints to be offset from bottom timber joints by 450mm. Pedra caps shall be predrilled, set with grain of wood curved down and screwed down using yellow zinc plated deck screws treated for ACQ use and sized to suit. Two screws at each end and every 600mm alternating sides along length. Install longest lengths possible.
- E19.3.12 Turf shall be repaired as required around edging in accordance with City of Winnipeg Standard Specifications for Topsoil and Sod.
- E19.3.13 If the Contractor misrepresents the CSA compliance of timber edging being installed and this result 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.

E19.3.14 The amount specified for liquidated damages in E19.3.13 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.

E19.4 Method of Measurement and Basis of Payment

E19.4.1 Method of Measurement shall be as follows:

- (a) Timber Edging will be measured on a linear meter basis for "Timber Edging..." as indicated on Form B: Prices. The linear meter to be paid for shall be the total number of linear meter of Timber Edging that are installed in accordance with this Specification and the Construction Drawings, and as acceptable to the Contract Administrator.

E19.4.2 Basis of Payment shall be as follows:

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

E20. SANDBOX

E20.1 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 (2) 2.4m x 2.4m Square Wooden Sandboxes with timber seats and includes sufficient play sand as per the proposed design.
- (b) Supply and installation of one (1) Octagon Wooden Sandbox without timber seat and includes sufficient play sand as per the proposed design.

E20.2 Materials

E20.2.1 Three tier timber sandbox with Pedra cap. Sandbox shall be subject to inspection and approval by the contract Administrator.

E20.2.2 All wood shall be pine, spruce or cedar, No. 2 or better, no wane, bark, checking or splitting permitted. Wood shall be smooth and free of rough areas. All timbers to be 150 x 150mm and to be full length of sandbox side.

E20.2.3 The bottom row of timber that will be in contact with the ground soil, the wood shall be ACQ treated as approved for use by Environment Canada. All ends and cuts shall be treated with preservative before being secured.

E20.2.4 For exposed timber (top two rows of three tier sandbox), the wood shall NOT be pressure treated. The wood shall be treated with Bio-Wash Ltd., Mill Glaze Away and Natural Deck Oil as per manufacturer's specifications.

E20.2.5 Pedra cap boards to be 38x184mm and to be full length of sand box side. Top edges shall have a 8mm (45°) chamfer. The cap shall be sanded smooth. Pedra caps shall be predrilled, set with grain of wood curved down and fasten to base course with yellow zinc plated deck screws treated for ACQ use. The wood shall NOT be pressure treated.

E20.2.6 Play Sand: Clean sandbox sand.

- (a) Samples of the specified sand shall be submitted for approval to the Contract Administrator at least seven (7) Calendar Days prior to installation.

E20.3 Construction Methods

- E20.3.1 Construct 2.4m x 2.4m square sandbox as per Drawings 4/SW-D1 and 5/SW-D1.
- E20.3.2 Construct octagon sandbox according to the Drawings 5/SW-D1 and 6/SW-D1.
- E20.3.3 All corners shall be lap joints where one layer overlaps the join of the other. All joins are to fit tight together.
- E20.3.4 A corner seat shall be provided at two opposite corners for square sandboxes.
- E20.3.5 All Work is to be located and installed in accordance with the Drawings using approved non-rusting, vandal resistant fasteners to ensure solid, durable, finished Work suitable for the purpose intended. Fasteners and assembly hardware shall be incidental to the Work.
- E20.3.6 The Contractor shall confirm proposed locations of sandboxes with Contract Administrator prior to installation.
- E20.3.7 All timbers shall be cut neatly for a proper fit with no spaces or gaps between. All cuts shall be stained before being secured. Finished elevations shall ensure that all timbers are smooth, level, set plumb and spaced uniformly.
- E20.3.8 Base course timbers shall be pinned with a minimum of three (3) 19mm diameter by 900mm rebar predrilled at maximum 1200mm o.c. Install longest lengths possible.
- E20.3.9 All rows of timber above base course shall be securely spiked with a minimum of two (2) 12mm dia. by 250mm spikes at maximum 1200 o.c.
- E20.3.10 Pedra caps shall be predrilled, set with grain of wood curved down and screwed down using yellow zinc plated deck screws treated for ACQ use and sized to suit. Two screws at each end and every 600mm alternating sides along length. Install longest lengths possible.
- E20.3.11 Turf shall be repaired as required around edging in accordance with City of Winnipeg Standard Specifications for Topsoil and Sod and made to slope away from the sandboxes.
- E20.3.12 The sandboxes shall be filled with play sand to a minimum depth of 300mm.
- E20.4 Method of Measurement and Basis of Payment
- E20.4.1 Method of Measurement shall be as follows:
- (a) Sandbox will be measured on a per unit basis for "Sandbox..." as indicated on Form B: Prices. The total unit to be paid for shall be the total number of units that are installed in accordance with this Specification and the Construction Drawings, and as acceptable to the Contract Administrator.
 - (b) Play sand will be incorporated into the lump sum cost for each sandbox. As such, no separate measurement will be made for play sand.
- E20.4.2 Basis of Payment shall be as follows:
- (a) Sandbox will be paid for at the Contract Unit Prices as indicated on Form B: Prices. The amount to be paid for shall be the total number of units, measured as specified herein, which price shall be for full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and accepted by the Contract Administrator.
 - (b) No separate payment shall be made for play sand.

E21. SITE FURNISHINGS

E21.1 Description

- E21.1.1 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 Benches and Waste Receptacles

E21.2 Materials

- E21.2.1 All materials supplied under this specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.
- E21.2.2 Benches shall be "Tache Bench Composite with Arms" as per SCD-139, or substitute approved in accordance with B6.
- E21.2.3 Waste Receptacles – Expanded Metal Basket, as per SCD 106, Product #52501051, or substitute approved in accordance with B6.
- E21.2.4 Waste Receptacles – Metal Slat Type, as per SCD 119, Product #52501062, or substitute approved in accordance with B6.
- E21.2.5 Contact for both Benches and Waste Receptacles:

Aaron Lennon
Supervisor of Central Repair/Manufacturing Facility
City of Winnipeg
Fleet Management Agency Division
Public Works Department
215 Tecumseh St
Winnipeg. MB R3E 3S4

Telephone No. (204) 986-5505
Facsimile No. (204) 986-1248

E21.3 Construction Methods

- E21.3.1 All Work is to be located and installed in accordance with the drawings using approved non-rusting, vandal resistant fasteners to ensure solid, durable, finished Work suitable for the purpose intended. Fasteners and assembly hardware shall be incidental to the Work.
- E21.3.2 All furnishings and fixtures to be installed plumb and true to correct elevations and location, as directed the Contract Administrator. The Contractor shall confirm proposed locations of all Site furnishings with Contract Administrator prior to installation.
- E21.3.3 All furnishings and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering, which will injure or distort fixture, is prohibited.
- E21.3.4 Install Benches as per SCD-139.
- E21.3.5 Install Waste Receptacle – Metal Slat Type without the metal basket at Galmar Park as per SCD 119.
- E21.3.6 Install Waste Receptacle – Expanded Metal Basket at King Edward & Silver Playground as per SCD 106.
- E21.3.7 Install Waste Receptacles – Metal Slat Type with the metal baskets at Moray and Bruce Playground as per SCD 119.
- E21.3.8 Contractor to secure all wire baskets with locks until final site meeting (Total Performance) is reached.

E21.4 Method of Measurement and Basis of Payment

- E21.4.1 Method of Measurement shall be as follows:
- (a) Site Furnishing will be measured on a per unit basis for "Tache Bench Composite with Arms" and "Waste Receptacle..." as indicated on Form B: Prices. The total unit to be paid for shall be the total number of units that are installed in accordance with this Specification and the Construction Drawings, and as acceptable to the Contract Administrator.

E21.4.2 Basis of Payment shall be as follows:

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

E22. ENTRY SIGN

E22.1 Description

E22.1.1 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) Leveling existing concrete fountain and repairing surface;
- (b) Pick up and installation of sign plate;
- (c) Supply and Installation of Galmar Park Entry Sign including all necessary hardware and structure as per design Drawings.

E22.2 Materials

E22.2.1 All materials supplied under this specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.

E22.2.2 Concrete materials and workmanship shall be in accordance with CAN/CSA-A23.1,A23.3 (latest).

E22.2.3 Grout shall be nonmetallic, nonshrink, Sternson M-Bed Standard Grout, or equal as accepted by the Contract Administrator.

E22.2.4 Mix Water shall be potable. Calcium chloride shall not be used.

E22.2.5 Park sign pole shall be 3" O.D. steel pole, complete with top cap, and all hardware as specified herein and shown on the Drawings. Prime metal with galvalume rich primer and finish two coats black epoxy paint.

E22.2.6 All fasteners to be stainless steel, galvanized or otherwise approved rust proof units, sufficient in size and strength to meet the structural and technical requirements of the applicable sign, the City of Winnipeg, and/or any other applicable regulatory authority.

E22.2.7 Sign plate will be available for pick-up from:

Scatliff + Miller + Murray Inc.
Attn: Mr. Derek Murray
8-136 Market Avenue
Winnipeg. MB

Telephone No. (204) 927-3444
Contractor to phone to confirm pick-up

E22.3 Construction Methods

E22.3.1 Remove and legally dispose of stainless steel fountain basin, all interior mechanical components and fountain spigot on the existing concrete fountain base as per E14.

E22.3.2 Shop-vacuum and legally dispose of sand in the existing concrete fountain base as per E14.

- E22.3.3 Fountain column and base to be set plumb. Contractor shall support fountain and concrete base while sufficient compacted granular fill is installed to level the fountain. Contractor to contact Contract Administrator once column base has been leveled for approval prior to further work.
- E22.3.4 All Work is to be located and installed in accordance with the drawings using approved non-rusting, vandal resistant fasteners to ensure solid, durable, finished Work suitable for the purpose intended.
- E22.3.5 All fixtures to be installed plumb and true to correct elevations and location, as directed the Contract Administrator.
- E22.3.6 All fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering, which will injure or distort fixture, is prohibited.
- E22.3.7 Clean and wash existing surfaces and allow to dry prior to pouring grout to ensure proper bonding. Patch existing spigot hole and other cracks as determined necessary and to the satisfaction of the Contract Administrator.
- E22.3.8 Install all components as per Drawing 7/SW-01. Install standard fittings, fasteners and hardware as required.
- E22.3.9 Base plate and sign pole shall be installed as per Drawing 7/SW-D1.
- E22.3.10 Wash existing concrete with mild soap and water. Rinse well and allow to thoroughly dry. Paint concrete with two (2) coats of black epoxy paint. Restore grade around footing to drain water away from footing.
- E22.3.11 Pre-drilled mounting holes on sign pole to match sign plate in accordance with the Drawings. Holes shall be sized and fit to adequately secure the sign plate for the intended mounting, use and warranty period.
- E22.3.12 Restoration of damaged concrete areas as a result of the Work shall be incidental to the Work. No separate payment shall be made. Restoration shall be achieved using concrete as per City of Winnipeg Specification CW 3310-R12 unless otherwise directed by the Contract Administrator.
- E22.4 Method of Measurement and Basis of Payment
- E22.4.1 Method of Measurement shall be as follows:
- (a) Galmar Park Entry Sign will be measured on a per unit basis for "Entry Sign" as indicated on Form B: Prices. The total unit to be paid for shall be the total number of units that are installed in accordance with this Specification and the Construction Drawings, and as acceptable to the Contract Administrator.
 - (b) Concrete base improvement (including leveling fill, concrete fill and proxy paint and all related works) shall be incidental to the Work. No separate measurement and payment shall be made.
 - (c) Fasteners and assembly hardware shall be incidental to the Work. No separate measurement and payment shall be made.
 - (d) Pick up of the sign plate shall be incidental to the Work. No separate measurement and payment shall be made.
- E22.4.2 Basis of Payment shall be as follows:
- (a) Entry Sign will be paid for at the Contract Unit Prices as indicated on Form B: Prices. The amount to be paid for shall be the total number of units, measured as specified herein, which price shall be for full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and accepted by the Contract Administrator.

E23. CHAIN LINK BAFFLE GATE AND FENCE GATE

E23.1 Description

E23.1.1 The specification shall supplement City of Winnipeg specification CW 3550-R2.

E23.1.2 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 chain link baffle gates for King Edward and Silver Playground as per Drawing details and at locations shown on the Drawing Plans or as directed by Contract Administrator.
- (b) Supply and Installation of chain link baffle gate and chain link access gate for Moray and Bruce Playground as per Drawing detail and at locations shown on the Drawing Plans or as directed by Contract Administrator.

E23.2 Material

E23.2.1 All material shall be supplied in accordance with the drawings and CW 3550-R2.

E23.3 Construction Methods

E23.3.1 Installation of chain link baffle gate shall be at location shown on the Drawings and in accordance with CW 3550-R2 and SCD-633.

E23.3.2 Installation of chain link access gate shall be at location shown on the drawings and in accordance with CW 3550-R2.

E23.3.3 Fence posts to be installed in cast in place concrete footings as per manufacturer's specifications.

E23.4 Method of Measurement

E23.4.1 Measurement of chain link baffle gate shall be made on a linear metre basis for "Chain Link Baffle Gate" as indicated on Form B: Prices. The numbers to be paid shall be the total number of linear metres constructed in accordance with the Drawings and Specifications and as measure and accepted by the Contract Administrator.

E23.4.2 Measurement of chain link access gate shall be made on a lump sum basis for "Chain Link Access Gate" as indicated on Form B: Prices. The numbers to be paid shall be the total number of units constructed in accordance with the Drawings and Specifications and as measure and accepted by the Contract Administrator.

E23.5 Basis of Payment

E23.5.1 Payment of chain link baffle gate will be paid for at the Contract Unit Prices as indicated on Form B: Prices. The amount to be paid for shall be the total number of units, measured as specified herein, which price shall be for full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and accepted by the Contract Administrator.

E23.5.2 Payment of chain link access gate will be paid for at the Contract Unit Prices as indicated on Form B: Prices. The amount to be paid for shall be the total number of units, measured as specified herein, which price shall be for full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and accepted by the Contract Administrator.

E24. TOPSOIL AND SOD

E24.1 Description

E24.1.1 The specification shall amend and supplement City of Winnipeg specification CW 3540-R5.

E24.1.2 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 imported topsoil, to a minimum 75mm compacted thickness, for areas to be sodded.
- (b) Supply and Installation of mineral sod as required.

E24.2 Materials and Construction Methods

E24.2.1 The Contractor shall install topsoil and sod in any existing play areas where material is removed and not re-established as play area, or where play surfacing is not proposed.

E24.2.2 Play equipment areas: The Contractor shall install topsoil and sod around the perimeter of newly cribbed areas to clean up turf disturbed by the Work. Sod and topsoil shall be installed as shown on Drawings a distance of a maximum of 500mm from the timber edging as per Detail Drawings.

E24.2.3 The Contractor shall install topsoil and sod in any existing pathway area where material is removed and not re-established as pathway.

E24.2.4 Damaged areas: Restoration of damaged areas other than as outlined above shall be incidental to the Work. No separate payment shall be made. Restoration shall be achieved using sod and topsoil unless otherwise directed by the Contract Administrator.

E24.3 Method of Measurement

E24.3.1 Supply, placement and maintenance of topsoil and sod will be measured on an area basis for "Sod as required, includes 75mm topsoil" as indicated on Form B: Prices. The area to be paid for shall be the total number of square meters placed and maintained in accordance with this Specification and accepted by the Contract Administrator.

E24.3.2 Quantities of units are based on the proposed design drawings as supplied by the Contract Administrator.

E24.4 Basis of Payment

E24.4.1 Supply, placement and maintenance of topsoil and sod will be paid for at the Contract Unit Prices as indicated on Form B: Prices. The amount to be paid for shall be the total number of units, measured as specified herein, which price shall be for full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and accepted by the Contract Administrator.

E25. SITE CLEAN UP

E25.1 The Contractor shall upon the completion of Work each day, load and dispose of all excess asphalt cuttings, 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.

E25.2 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.

- E25.3 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.
- E25.4 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.