



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 597-2011

LIVING PRAIRIE MUSEUM PLAYGROUND SITEWORKS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 LIVING PRAIRIE MUSEUM PLAYGROUND SITEWORKS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, **September 29, 2011**.

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 D3.1.

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

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

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

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

B5. 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 website 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 website 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.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

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, will be evaluated in accordance with B14.1(a).
- 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 C12.2.3(c), prices on Form B: Prices shall include the Manitoba Retail Sales Tax (MRST, also known as PST).
- 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 Payments to Non-Resident Contractors are subject to 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 website 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 website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- 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 website 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 or acceptable deviation there from (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.
- (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 item(s) 10, 11, 18, 16 and 17 in the order listed, until a Total Bid Price within the budgetary provision is achieved.

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 website 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 major components of the Work to be done under the Contract shall consist of:

- (a) Excavation and Disposal;
- (b) Rough Grading and berm formation;
- (c) Supply and Installation of granular path and granular classroom area;
- (d) Install Supplied boulder edging and Supply and Installation of limestone block seating;
- (e) Supply and Install accessible sand table and site furniture;
- (f) Supply and Installation of play sand, log edging, log seat and table; and
- (g) Supply and Installation of soil and sod;

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Ian Legge
Design Assistant
City of Winnipeg
Parks, Riverbanks and Community Initiatives Branch
Planning and Land Use Division
Planning, Property and Development Department
15-30 Fort Street
Winnipeg, MB R3C 4X5

Telephone No. (204) 986-5597
Facsimile No. (204) 986-7524

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

D4. CONTRACTOR'S SUPERVISOR

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

D5. NOTICES

D5.1 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.

D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3,

D5.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.

D5.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: (204) 949-1174

D5.4 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
Legal Services Department
Attn: Director of Legal Services
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

Facsimile No.: (204) 947-9155

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 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.

D7. SAFE WORK PLAN

D7.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D7.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D8. 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;
- (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.
- D8.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least 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.

D11. DETAILED WORK SCHEDULE

- D11.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) business days prior to the commencement of any work on the site but in no event later than the date specified in C 4.1 for the return of the executed contract.
- D11.2 Detailed Work Schedule shall consist of the following dates:
- (a) Start date;
 - (b) Excavation and Disposal;
 - (c) Rough Grading and berm formation;
 - (d) Supply and Installation of granular path and granular classroom area;
 - (e) Install Supplied boulder edging and Supply and Installation of limestone block seating;
 - (f) Supply and Installation of accessible sand table and site furniture;
 - (g) Supply and Installation of play sand, log edging, log seat and table; and

- (h) Supply and Installation of soil and sod; and
- (i) Expected completion.

D11.3 Other milestone dates appropriate to this project should also be included to make the Contract Administrator Aware of them.

SCHEDULE OF WORK

D12. COMMENCEMENT

D12.1 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.

D12.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D7;
 - (iv) evidence of the insurance specified in D8;
 - (v) the performance security specified in D9;
 - (vi) the Subcontractor list specified in D10; and
 - (vii) the Detailed work Schedule specified in D11.
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D12.3 The Contractor shall commence Work on Site by October 24, 2011.

D13. SUBSTANTIAL PERFORMANCE

D13.1 The Contractor shall achieve Substantial Performance within fifteen (15) consecutive Working Days of the commencement of the Work as specified in D12.

D13.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D13.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D14. TOTAL PERFORMANCE

D14.1 The Contractor shall achieve Total Performance within twenty (20) consecutive Working Days of the commencement of the Work as specified in D12.

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

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

D15. LIQUIDATED DAMAGES

- D15.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City five hundred dollars (\$500) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- D15.2 The amount specified for liquidated damages in D15.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D16. SCHEDULED MAINTENANCE

- D16.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Sod as specified in E17;
- D16.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

D17. SITE RESTORATION

- D17.1 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all tools, equipment, waste, debris and surplus foundation earth to the satisfaction of the Contract Administrator. Unless otherwise specified, the Contractor shall restore all areas of the Site beyond the established limit of Work, which have been disturbed by the Contractor's operations to as good as or better than the original condition to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this Work.

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 two (2) years thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D21.1.1 For the purpose of Performance Security, the warranty period shall be one (1) year.

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. 597-2011

LIVING PRAIRIE MUSEUM PLAYGROUND SITEWORKS

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 597-2011
LIVING PRAIRIE MUSEUM PLAYGROUND SITEWORKS

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 website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
L.6-A4	LIVING PRAIRIE MUSEUM PLAYGROUND – Phase II – Site Works
L.6-A5	LIVING PRAIRIE MUSEUM PLAYGROUND – Phase II – Details
L.6-A6	LIVING PRAIRIE MUSEUM PLAYGROUND – Phase II - Layout
SCD-119A	WASTE RECEPTACLE GALVANIZED METAL SLAT TYPE
SCD-120R	TACHE BENCH w/ GALVANIZED FRAME
SCD-130A	TACHE STYLE WHEELCHAIR METAL FRAME PICNIC TABLE
SCD-646R	PARKWAY PATH CRUSHED LIMESTONE
SCD-719	ENGLISH PARK SIGN w/ ADDRESS

Above Drawings are available on request in AutoCAD .dwg or Vectorworks format from the Contract Administrator.

General

E2. EXISTING SERVICES AND UTILITIES

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

E3. ACCESS TO SITE

- E3.1 Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at his own expense and approved by the Contract Administrator.
- E3.2 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and he shall be responsible for all damage resulting from his Work on private property.

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

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

E5. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY

- E5.1 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing trees, shrubs, sod, pavements, streets, roads, boulevards, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the Site of the Work. For all damage incurred in the performance of the Work (either directly or indirectly), the Contractor shall either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to City of Winnipeg Contract Administrator, and the cost of which shall be borne entirely by the Contractor. The Contractor shall also indemnify and save harmless the City from all claims made directly or indirectly against it in respect to any such damage.
- E5.2 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing park trees within the limits of the construction area:
- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment within 2 metres of trees.
 - (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2400 wood planks, or suitable protection as approved by the Contract Administrator.
 - (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
 - (d) Operation of equipment within the drip line of the trees shall be kept to a minimum required to perform the Work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the drip lines of trees. The drip line of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or

sediment deposition on areas where trees are located.

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

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

E6. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT

E6.1 Further to CW 1130-R1, the Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress is maintained to private properties while he is Working near them. Any damage caused by the negligence of the Contractor or his Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by him at his own expense, to the satisfaction of the Contract Administrator.

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

E7. PROTECTION OF THE SURVEY INFRASTRUCTURE

E7.1 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.

E7.2 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 918-1360 (8:00 am to 4:00 pm Monday to Friday excluding holidays) to obtain underground clearance. Geomatics Services will locate and mark all known outline survey monuments and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.

E7.3 Where a survey post, bar or control monument lies in the line of the proposed Work and must be disturbed, the Contractor shall provide the Contract Administrator with 48 hours notice to permit referencing for future replacement, at no cost to the Contractor. Failure to provide the specified notice shall result in the Contractor paying for all costs associated with replacing or relocating the disturbed outline survey monuments and geodetic control monuments.

E7.4 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.

E7.5 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.

E8. SITE ENCLOSURES

E8.1 Temporary Site enclosures, as determined necessary at the pre-construction meeting, shall be erected and maintained as required for the duration of the construction period.

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

Site Development

E9. EXCAVATION & GRADING

E9.1 General Description

E9.1.1 This specification shall amend and supplement CW 3110-R12 and CW 3170-R3. The Work of this section comprises the furnishing of all labour, equipment and materials required to complete the excavation and related Work including, but not necessarily confined to, the following:

- (a) Excavate to the limits shown on Drawings and to the depths necessary to achieve finish grade for:
 - (i) Granular path and seating area;
 - (ii) Sand play area; and

E9.1.2 The Contractor must ensure that the rough grading does not create tripping hazards and no areas of standing water remain. The mud grade of the sand play area must be graded such that positive drainage out of the sand area is achieved.

E9.1.3 All extraneous materials are to be removed from the Site and disposed of in a safe and legal manner. The Work to be done by the Contractor under this specification shall include all labour, equipment and material necessary for and incidental to the satisfactory performance and completion of the Work herein specified.

E9.1.4 Work shall include but not be limited to the following:

- (a) Excavate, add clean fill if necessary, and rough grade to the limits shown on Drawings to the depths necessary to achieve finish grade for:
 - (i) Granular path and seating area; and,
 - (ii) Sand play area
- (b) Grade site to the limits shown on Drawings and to the depths necessary to achieve finish grade for:
 - (i) Small berm.

E9.2 Construction Methods

E9.2.1 Excavation and Grading includes the removal of items (i.e., sand, earth) as indicated on the Drawings and as directed by the Contract Administrator. Work includes the satisfactory disposal of unsuitable Site material such as clays susceptible to frost-heaving, silts, rock, rubble, rubbish and any surplus suitable Site material.

E9.2.2 Grading to include the removal of the sod layer, the movement of earth to the specified grades as indicated in the Drawings, the import of fill if required, and the legal disposal of excess fill if necessary.

- (a) The removal of the sod layer shall be done through the stripping of the top layer of sod in areas for proposed berm as indicated on Drawing L.6-A4.

E9.2.3 Earthwork and Grading of the existing Site (cut and fill including compaction of subgrade and fill material) to ensure positive drainage in all granular pathway areas, sand play area, berm and adjacent sodded areas.

E9.2.4 Fill has already been accumulated on-Site for berm formation. Contractor to ensure that all rocks, tree roots and other debris are removed from fill. Contractor to also break up pieces of large earth. If additional fill is required, contractor to use suitable, approved material on Site for reuse (clean topsoil, clean earth fill) in location designated for berm. Remove and dispose of unsuitable material.

E9.2.5 Do not disturb adjacent items designated to remain in place.

E9.2.6 Disposal of material shall be understood to mean the hauling of all unsuitable

material from the Site and the unloading in a legal manner acceptable to the Contract Administrator. If arrangements are made in advance excavated material may be disposed of on Site at a location designated by the Contract Administrator.

- E9.2.7 Contractor must coordinate with the Contract Administrator to ensure all removals have occurred.
- E9.2.8 Items such as re-sodding may require additional clean fill, either used from excavated areas within the site or brought to the site. The cost of additional clean fill shall be incidental to the excavation price of the item.
- E9.2.9 Excavate to the limits shown and as necessary to achieve finish grades as indicated on the Drawings.
- (a) Granular path and seating areas – 175mm depth, in accordance with SCD-646R and Drawings and per E10; and,
 - (b) Sand play area – 200mm depth, in accordance with Drawings.
- E9.2.10 Grade site to the limits shown on Drawings and to the depths necessary to achieve finish grade for:
- (a) Berm.

E9.3 Method of Measurement and Basis of Payment

E9.3.1 Method of Measurement shall be as follows:

- (a) No measurement will be made for the excavation and disposal for the granular path and seating area as these items are incidental to E10.
- (b) Grading shall be measured on a square metre basis for:
 - (i) "Rough Grading" on Form B: Prices.

E9.3.2 Basis of Payment shall be as follows:

- (a) Excavation and grading will be paid for at the Contract Unit Prices 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 as accepted by the Contract Administrator.
- (b) No Payment will be made for the excavation and disposal for the granular path and seating area as these items are incidental to E10.

E10. GRANULAR PATH AND SEATING AREA

E10.1 Description.

- E10.1.1 This Specification shall amend and supplement the City of Winnipeg Specification CW 3110. The Work to be done by the Contractor under this Specification shall cover all phases of supply and placement of crushed limestone surfacing materials necessary to install a Granular Path and Seating Areas as shown on Drawings.

E10.2 Materials

- E10.2.1 The materials of the Granular Path and Seating Areas shall be as per Drawing SCD-646R, "Parkway Path – Crushed Limestone."

E10.3 Construction Method

- E10.3.1 The Work included in the establishment of the Granular Path and Seating area shall include:
- (a) The Contractor shall survey and stake out the proposed Granular Path and Seating Area(s) prior to the start of construction as shown on the

construction drawings. Layout of expanded Seating Area shall be checked and confirmed with Contract Administrator prior to construction.

- (b) Excavation of Granular Path and Seating Area shall be as per E9.
- (c) Subgrade to be compacted.
- (d) All granular base coarse shall be placed and compacted to the finished thickness as specified on the drawings.
- (e) Base Coarse and Capping Coarse shall be compacted to a minimum of ninety five percent (95%) of Standard Proctor Density.

E10.4 Method of Measurement and Basis of Payment

E10.4.1 Method of Measurement shall be as follows:

- (a) Granular Path and Seating Area shall be measured on a square metre basis for:
 - (i) "Supply and Install granular path and seating area" on Form B: Prices.

E10.4.2 Basis of Payment shall be as follows:

- (a) Granular Path and Seating Area shall be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for excavation, subgrade compaction, supply and installation of base coarse and top coarse, supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator

E11. BOULDERS

E11.1 General Description

E11.1.1 The following list generally describes the scope of this Section:

- (a) Install rough field stone rock on geotextile fabric.

E11.2 Products

E11.2.1 Granite rock of various sizes that have been supplied and stored on Site. Sizes range from 12" (300mm) diameter to 30" (750mm) diameter.

E11.3 Subgrade Inspection

E11.3.1 Verify grades of compacted subgrade (to 95% SPD) and adjacent features for conformity with existing grades before placing boulder.

E11.3.2 Remove and dispose of unsuitable subgrade material as directed by Contract Administrator.

E11.4 Placement and Compaction of Landscape Rock

E11.4.1 Supply and installation of Geotextile under areas of Granite Rock. The cost to supply and install geotextile is incidental to the Work in this section.

E11.4.2 Place landscape rock in locations specified by Contract Administrator.

E11.5 Method of Measurement and Basis of Payment

E11.5.1 Method of Measurement shall be as follows:

- (a) Boulders will be measured on a per item basis for:
 - (i) "Install Supplied boulders" as indicated on Form B: Prices.

- (b) Boulders will be measured on a per item basis. The items to be paid for shall be the total number of items that are placed in the completed Work in accordance with this specification, acceptable to the Contract Administrator.

E11.5.2 Basis of Payment shall be as follows:

- (a) Boulders will be paid for at the Contract Unit Prices on a item basis as noted and measured as specified herein. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E12. LIMESTONE BLOCK SEATING/RETAINING WALL

E12.1 Description

E12.1.1 This specification shall cover the supply and installation of seven (7) large limestone seating blocks and five (5) small limestone seating blocks as indicated on Drawing L.6-A4 and Drawing L.6-A5.

E12.2 Materials

E12.2.1 Granular shall be 19mm diameter crushed limestone aggregate;

E12.2.2 Geotextile shall be non-woven and installed as shown on the drawings. It shall have an apparent opening size of between 0.149 mm and .210 mm and a minimum unit weight of 135 grams per sq. m.

E12.2.3 Large Limestone Blocks to be from a Manitoba quarry, colour to be approved by Contract Administrator. Rock shall have a fairly smooth top for seating and an approximate size range of:

- (i) Length:
 - ◆ Approx. 1000mm - 1200mm;
- (ii) Width:
 - ◆ Approx. 650mm – 750mm;
- (iii) Height:
 - ◆ Approx. 550mm (for four (4) base blocks)
 - ◆ Approx. 400mm (for three (3) blocks that sit on top of base blocks)

E12.2.4 Small Limestone Blocks to be from a Manitoba quarry, colour to be approved by Contract Administrator. Rock shall have a fairly smooth top for seating and an approximate size range of:

- (i) Length:
 - ◆ Approx. 450mm;
- (ii) Width:
 - ◆ Approx. 450mm;
- (iii) Height:
 - ◆ Approx. 550-600mm

E12.3 Construction Methods for Large Limestone Seating Blocks

E12.3.1 The Contractor shall excavate for the base course, compact, install the geotextile, install the base granular and compact to 100% of proctor density.

E12.3.2 Limestone Blocks shall be approximately one third buried.

- (i) First course of blocks to be set in ground such that approximately 400mm height of block is above grade. The blocks shall be set upon a 150mm base layer of $\frac{3}{4}$ " (19mm) down crushed limestone that is to be

compacted (to 95% SPD) in 50mm (2") lifts.

- (ii) Second course is to be laid directly on top of first course such that 460mm (min.) of the top of the first course is left exposed. A generous amount of PL 2000 masonry adhesive is to be applied to the top of the first course where the second course will rest

E12.3.3 A Drainage layer shall be constructed between the berm and the blocks using 3/4 " limestone (19mm) aggregate along with a 4" perforated weeping tile along the base. Refer to drawing L.6-A5 for details.

E12.4 Construction Methods for Small Limestone Seating Blocks

E12.4.1 The Contractor shall excavate for the base course, compact, install the geotextile, install the base granular and lightly compact to 40% proctor density. Granular base to be a 6" (150mm) depth of 1/4" (6mm) crushed limestone aggregate. Aggregate to be flush with surrounding subgrade. Limestone blocks to sit on top of aggregate.

E12.5 Method of Measurement and Basis of Payment

E12.5.1 Method of Measurement shall be as follows:

- (a) Landscape Block Seating/ Retaining Wall shall be measured on a per item basis for:
 - (i) "Supply and Install large limestone seating blocks",
 - (ii) "Supply and Install small limestone seating blocks",
 - (iii) "Supply and Install granular drainage layer and base for limestone blocks", and;
 - (iv) "Supply and Install drainage piping" on Form B: Prices.

E12.5.2 Basis of Payment shall be as follows:

- (a) Supply and Installation of the limestone blocks, granular drainage layer and base for limestone blocks and drainage piping will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator. Said payment shall be understood to include all items necessary and incidental to supply and installation of the seating blocks including but not limited to excavation, compaction, geotextile and granular.

E13. TAMARACK LOG EDGING

E13.1 Description

E13.1.1 This specification shall cover the pick up and installation of log edging for around the sand play area. The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work as shown on Drawings and specified herein.

E13.1.2 The City of Winnipeg will pay Wood Anchor directly for the supply of the tamarack logs.

E13.2 Materials

E13.2.1 Tamarack Log Edging to be picked up from:

- (a) Wood Anchor. For directions to facility please call 204-261-1913 or e-mail: info@woodanchor.com

E13.3 Materials and Methods

E13.3.1 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.

E13.3.2 Log Edging shall be supplied and installed as per Drawings L.6-A4 and L.6-A5.

- (a) Log already on Site is of the following approximate size:
 - (i) 1 x 16" (450mm) dia. and 7' (2.13m) lengths of logs;
- (b) Logs shall be supplied in the following approximate sizes:
 - (i) 3 x 16" (450mm) dia. and 7' (2.13m) lengths of logs;
- (c) Logs shall be debarked and debranched;
- (d) If necessary logs to be cut to fit.
- (e) 1400mm long 12.7mm rebar dowels to be used to secure Logs in place and shall be located every 600mm along length of log.

E13.4 Method of Measurement and Basis of Payment

E13.4.1 Method of Measurement shall be as follows:

- (a) Tamarack Log Edging shall be measured on a per item basis for the following items
 - (i) "Install Supplied tamarack log"; and,
 - (ii) "Pick Up and Install tamarack logs" on Form B: Prices.

E13.4.2 Basis of Payment shall be as follows:

- (a) Tamarack Log Edging will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials (including but not limited to playsand, log edging, and multiflow), and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E14. LARGE OAK LOG BENCH

E14.1 Description

E14.1.1 This specification shall cover the installation of a large oak log bench within a granular seating area. The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work as shown on Drawings and specified herein.

E14.2 Materials

E14.2.1 Large Oak Log bench has been supplied and is currently stored on Site.

E14.3 Materials and Methods

E14.3.1 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.

E14.3.2 Log Bench shall be supplied and installed as per Drawings L.6-A4.

- (a) Log is of the following approximate size:
 - (i) 1 x 32" (800mm) dia. and 12' (3.66m) length of log;
- (b) Log to be set 6" (150mm) into surrounding granular pad below finished grade level.

E14.4 Method of Measurement and Basis of Payment

E14.4.1 Method of Measurement shall be as follows:

- (a) Large Oak Log shall be measured on a per item basis for the following items
 - (i) "Install large oak log bench" on Form B: Prices.

E14.4.2 Basis of Payment shall be as follows:

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

E15. SMALL OAK LOG TABLE

E15.1 Description

E15.1.1 This specification shall cover the installation of a small oak log table within a wood chip seating area. The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work as shown on Drawings and specified herein.

E15.2 Materials

E15.2.1 Oak Log table has been supplied and is currently stored on Site.

E15.3 Materials and Methods

E15.3.1 All materials supplied under this specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.

E15.3.2 LogTable:

- (a) Log is of the following approximate size:
 - (i) 1 x 27" (675mm) dia. and 32" (.81m) length of log;
- (b) Log to be set into ground 6" (150mm) below finished grade level.

E15.4 Method of Measurement and Basis of Payment

E15.4.1 Method of Measurement shall be as follows:

- (a) Small oak log table shall be measured on a per item basis for the following items
 - (i) "Install small oak log table" on Form B: Prices.

E15.4.2 Basis of Payment shall be as follows:

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

E16. WOODCHIP MULCH

E16.1 Description

E16.1.1 This specification shall cover the supply and installation of Woodchip Mulch to be placed within the existing shrub beds and within the tree pit, as shown on Drawing L.6-A4.

E16.2 Materials

- (a) Mulch is to be a clean bark or wood chip mulch with chips not less than 15mm nor larger than 75mm in size and not more than 20mm thick. Mulch is to be free of leaves, branches and other extraneous matter. Mulch is to not have any material included that comes from Willow (sp. *Salix*) trees.

E16.3 Construction Methods

E16.3.1 Installation

- (a) Woodchip Mulch shall be installed to a minimum compacted depth of 100mm.

E16.4 Method of Measurement and Basis of Payment

E16.4.1 Method of Measurement shall be as follows:

- (a) The supply and installation of Woodchip Mulch shall be measured on a per square metre basis for "Supply and Install wood chip mulch" on Form B: Prices.

E16.4.2 Basis of Payment shall be as follows:

- (a) The supply and installation of Woodchip Mulch 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 on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E17. SOIL AND SOD

E17.1 Description

E17.1.1 This Specification shall amend and supplement the City of Winnipeg Specifications CW 3510-R9, CW 3520-R5 and CW 3540-R5. The Contractor shall install mineral sod and a minimum 75mm compacted thickness of topsoil, as required.

E17.1.2 Path and Berm: The Contractor shall install topsoil and sod around the perimeter of newly constructed paths and sitting areas. As well the berm is to have topsoil and sod installed over its surface. If any turf is disturbed by the Work, it shall be cleaned up if necessary.

E17.1.3 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 topsoil and sod unless otherwise directed by the Contract Administrator.

E17.1.4 Thirty (30) day maintenance period on sod will commence at Total Performance and acceptance.

E17.2 Method of Measurement and Basis of Payment

E17.2.1 Method of Measurement shall be as follows:

- (a) Sodding will be measured on a square metre basis for: "Supply and Install soil and sod" on Form B: Prices.

E17.2.2 Basis of Payment shall be as follows:

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

Administrator.

E18. SITE FURNITURE

E18.1 Description

E18.1.1 This specification shall cover the pickup and installation of two (2) benches, one (1) accessible picnic table, two (2) galvanized metal slat waste receptacles and one (1) double sided park sign. The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work as shown on Drawing L6-A4 and specified herein.

E18.2 Materials

E18.2.1 All materials supplied under this specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.

E18.2.2 Site Furniture shall be:

- (a) Picnic Table: Tache Style Wheelchair galvanized metal frame picnic table, as per SCD-130A, Product # 52501108 with duckbill anchors or approved equal in accordance with B6. There will be no cost for the supply of the picnic table; only to pick-up and install.
- (b) Benches: Two (2) Tache Style Wooden Benches, 72" long, with galvanized inground mounting and two (2) galvanized armrests, or approved equal in accordance with B6.
- (c) Waste Receptacles: Two (2) galvanized metal slat waste receptacles with inground mounting, or approved equal in accordance with B6.
- (d) Double Sided Park Sign: One (1) double sided park sign with the name "Living Prairie Museum Playground" and address location. Address location can be obtained by contacting Contract Administrator.

(i) Contact for Accessible Picnic Table:

Carl Woloshyn
City of Winnipeg
Centralized Park Services – Parks Amenities
Public Works Department
825 Tache Ave
Winnipeg, MB R2H 2C1
Email: CWoloshyn@winnipeg.ca

(ii) Contact for Benches, Waste Receptacles and Double Sided Park Sign:

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
Email: ALennon@winnipeg.ca

E18.3 Construction Methods

(a) All Work is to be located and installed in accordance with the Drawings and SCD-

119A, SCD-120R, SCD-130A, and SCD-719 and following manufacturer's instructions, using approved non-rusting, vandal resistant fasteners to ensure solid, durable, finished work suitable for the purpose intended. Fasteners and assembly hardware shall be incidental to the Work;

- (b) All furnishings and fixtures to be installed plumb and true to correct elevations and location, as directed by the Contract Administrator. The Contractor shall confirm proposed locations of all site furnishings with Contract Administrator prior to installation;
- (c) All furnishings and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering is prohibited;
- (d) Install as per manufacturer's instructions and the attached drawings.

E18.4 Method of Measurement and Basis of Payment

E18.4.1 Method of Measurement shall be as follows:

- (a) Site Furniture will be measured on a per unit basis for the following items:
 - (i) "Pick Up and Install accessible picnic table";
 - (ii) "Pick Up and Install Tache wooden benches w/ arm rests ";
 - (iii) "Pick Up and Install metal slate waste receptacles"; and,
 - (iv) "Pick Up and Install double sided park sign" on Form B: Prices.

E18.4.2 Basis of Payment shall be as follows:

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

E19. ELEVATED SAND TABLE

E19.1 General Description

- E19.1.1 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the specifications.
- E19.1.2 This specification shall cover the supply and installation of an Elevated Sand Table as specified herein.
- E19.1.3 Elevated Sand Table shall be installed as per the proposed design.
- E19.1.4 Elevated Sand Table shall be installed in the available areas as shown on Drawing L6-A4. Elevated Sand Table and their safety zones must fit into the proposed play area.
- E19.1.5 Elevated Sand Table to be from Landscape Structures, model # 136233A-B, or approved substitute in accordance with B6.
 - (i) Contact for Elevated Sand Table:
Playgrounds-R-Us
250 Transport Rd.
Box 7, Grp. 582, R.R. #5
Winnipeg, MB R2C-2Z2
Ph: (204) 632-7000
Fax (204) 632-7421

E19.2 Materials

- E19.2.1 All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all parts and materials.
- E19.2.2 There shall be a minimum (or no) amount of hollow plastic components. Solid plastic is acceptable.
- E19.2.3 There shall be a minimum amount of solid elements which limit visibility through the Site.
- E19.2.4 Fasteners
- (a) All hardware shall be tamper-proof in design and requiring special tools. It shall be either carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel. All necessary hardware and tools shall be provided.
- E19.2.5 Finishes
- (a) Finishes shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating.
- E19.2.6 Concrete Foundations
- (a) Post(s) shall be installed into a concrete footing as per manufacturer's requirements.
- E19.3 Installation
- E19.3.1 Elevated Sand Table
- (a) Elevated Sand Table shall be installed as per manufacturer's specifications and in accordance with the most recent Canadian Standards Association Standards.
- (b) All posts and other vertical items shall be plumb and true to vertical, if so designed.
- E19.4 Method of Measurement and Basis of Payment
- E19.4.1 Method of Measurement shall be as follows:
- (a) The Elevated Sand Table will be measured on a per unit basis for each of the following:
- (i) "Supply and Install elevated sand table" on Form B: Prices, and;
- E19.4.2 Basis of Payment shall be as follows:
- (a) Supply and Install of Elevated Sand Table will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units for each individual model, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
- E20. PLAY SAND**
- E20.1 Description
- E20.1.1 This specification shall cover the excavation and supply and installation of play sand for the sand play area. The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work as shown on Drawings and specified herein.
- E20.2 Materials and Methods
- E20.2.1 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.

E20.2.2 Excavation shall be as per E9.

E20.2.3 Play sand shall be natural washed sand of rounded particles, free of fines, clay, silt, stones or other debris and shall meet the following criteria:

- (i) 100% passing 6.7 mm sieve;
- (ii) 99.5% passing 4.75 mm sieve;
- (iii) 97-100 % passing 2.36 mm sieve;
- (iv) 70-90 % passing 1.18 mm sieve;
- (v) 25-60% passing 600 um sieve;
- (vi) 5-25% passing 300 um sieve;
- (vii) 0-3 % passing 150 um sieve;
- (viii) 0-1% passing 75 um sieve.

E20.3 Method of Measurement and Basis of Payment

E20.3.1 Method of Measurement shall be as follows:

- (a) Play sand shall be measured on a lump sum basis for the following items
 - (i) "Supply and Install play sand" on Form B: Prices.

E20.3.2 Basis of Payment shall be as follows:

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