



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 172-2010

**DESIGN AND CONSTRUCTION OF A CHILDREN'S PLAYGROUND AND SITE
AMENITIES AT KILDONAN PARK**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 DESIGN AND CONSTRUCTION OF A CHILDREN'S PLAYGROUND AND SITE AMENITIES AT KILDONAN PARK

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, **April 12, 2010**.

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

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

B3. OVERVIEW

B3.1 The City of Winnipeg is redeveloping the existing playground area at Kildonan Park. Kildonan Park is the second oldest regional park located within the City of Winnipeg, surrounded by beautiful river bottom forest vegetation. This park is unique as it is the only regional park with a creek running through it as well as having an open air theatre, a fanciful Witch's Hut and a large outdoor swimming pool and soon to be added spray park.

B3.2 This contract is for the development of a new Children's Playground and Site Amenities for this park – "imagine a whimsical child's play area found within the natural beauty of the park".

B3.3 Project Delivery Approach:

- (a) The approach to this project will be that of a Design Build (Bidder's Team).
- (b) The Bidder and the Bidder's Team shall be fully responsibility for landscape architecture, engineering, play equipment expertise and supply, construction and satisfactory completion of a fully functioning play environment and related site amenities.

B3.4 The Bidder's Team:

- (a) The Bidder's Key Personnel shall be located in Winnipeg, or in the immediate surrounding area, for the entire period of their involvement in the Project.
- (b) The Bidder's Team shall be composed at minimum of one (1) Landscape Architect, one (1) Play Equipment Supplier, and one (1) Contractor.

B3.5 Expertise required in the development of this new children's playground includes:

- (a) The development of a concept plan for an exciting and inclusive playground and related site amenities, attractive to children and caregivers of all abilities;
- (b) The design must respect the uniqueness of Kildonan Park utilizing innovative approaches to inclusive play;
- (c) The playground must challenge children of differing developmental needs and abilities and shall meet or exceed CAN/CSA-Z614-07 Children's Playspaces and Equipment and 2006 City of Winnipeg Accessibility Design Standards (www.winnipeg.ca/ppd/UD/default.stm);
- (d) Demonstrated experience within the team for the design and construction of play experiences within larger contexts such as this.

B3.6 The Specifications are intended to inform the Bidder of the general requirements and guidelines that must be adhered to in the preparation of the proposal itself and in the preparation of the design, clarifying the criteria against which the proposal will be evaluated and defines the minimal acceptable performance requirements of functional and aesthetic characteristics. As

well, it provides standards for construction, which shall help shape the final construction package.

- B3.7 This Bid Opportunity is not an all-inclusive document and any omissions do not relieve the Contractor of the obligations to provide a fully operational Children's Playground and related Site Amenities.
- B3.8 The Children's Playground and Site Amenities shall be confined to the area demarcated on Drawing **K-L2: Potential Development Area**;
- (a) The area shown is the maximum area allowed for the development of the Children's Playground and Site Amenities.
 - (b) The Potential Development Area has many mature trees located within it, thus it is imperative to consider maximizing the available open space in the design.
 - (i) The City is working on obtaining a plan with an accurate location of the existing trees within the Potential Development Area. An Addendum is expected to be released with this information within a week of the release of the RFP.
 - (c) The overall design of Children's Playground and Site Amenities must consider and design for the following:
 - (i) The proximity of the Outdoor Pool and Spray Park and the requirements for people accessing this space from the road and the parking lot.
 - (ii) The existing pedestrian access / circulation to and from the Outdoor Pool and Spray Park and the Chief Peguis Pavilion as well as the pedestrian walkway located within this area that is part of the overall pedestrian circulation of the park; and
 - (iii) An entrance plaza for the Pool and Playground.
- B3.9 The Bidder shall be responsible for a preliminary concept in order to design and build a fully, functional Children's Playground which adheres to the requirements and technical parameters outlined in this RFP including the following:
- (a) Inclusive Design
 - (i) Equitable use (the design is useful to people with diverse abilities);
 - (ii) Flexibility in use (accommodates a wide range of users);
 - (iii) Simple and Intuitive (easy to understand);
 - (iv) Perceptible Information (information is effectively communicated to user);
 - (v) Tolerance for error (design minimizes hazards);
 - (vi) Low physical effort (can be used easily with little fatigue);
 - (vii) Appropriate size and space for approach and use.
 - (b) Playability
 - (i) Sensory play experiences;
 - (ii) Imaginative play experiences;
 - (iii) Cooperative play experiences;
 - (iv) Manipulative play experiences;
 - (v) Physical play experiences;
 - (c) General Design
 - (i) Sight Lines;
 - (ii) Relationship to surrounding amenities;
 - (iii) Integration of amenities on the site;
 - (iv) Linkages between amenities;
 - (v) Aesthetic considerations;
 - (d) Layout/Circulation
 - (i) Efficient use of space within and between play elements;
 - (ii) Flow and relationship between play elements;

- (iii) Layout / orientation of components within the Children's Playground and in relation to playground entrances and seating area(s);
 - (iv) orientation to provide good visibility to play area from the adjacent road;
 - (e) Durability of Materials
 - (i) Use of durable / tamper-resistant materials;
 - (ii) low maintenance finishes and connector systems;
 - (iii) ease of repair / replacement of the products used.

- B3.10 Required Design Elements: Further to B3.9, The Bidders are advised that the submitted Bid Price shall include the following mandatory elements / features in the final design:
 - (a) Inclusive play area (s);
 - (i) Bidders are advised that the City has conducted a small survey on inclusive playgrounds. The results of such are available to Bidders by contacting the Contract Administrator.
 - (b) The Play Equipment shall work with the site design to create an Inclusive play environment. The play area shall be usable by children of all abilities and shall focus on inclusion rather than exclusion.
 - (c) The Play Equipment shall provide play experiences useable by person(s) in a wheelchair (ie. reachable play elements, upper body exercises/ play experiences, provide movement for a person while remaining in the wheelchair).
 - (d) Wheelchair accessible safety surfacing throughout the play space (can be wheeled in a straight line and a ninety (90) degree turn);
 - (e) Playability, as per B3.9(a)(i);
 - (f) Clear sight lines through the play area for caregivers and children;
 - (g) Linkages to the Peguis Pavilion, the Pool and Spray Park, and to other features located within Kildonan Park;
 - (h) Protection of children from vehicular traffic;
 - (i) Seating area(s) for caregivers, for gathering, and for children who require a safe place to watch the action before they feel comfortable joining in;
 - (j) Accessible pathways leading to and around the play area (s).
 - (k) Protection of existing mature trees;
 - (l) Use of durable/ tamper-resistant materials and low maintenance finishes.

- B3.11 Project Constraints:
 - (a) Bidders are advised that funding for this project has been approved under the Recreation Infrastructure Canada program and time is a critical factor, as the project must be complete by November 30, 2010.

- B3.12 Project Schedule
 - (a) Project Completion:
 - (i) Since time is so important, this Project is required to be complete and ready for use by November 30, 2010.
 - (ii) The Bidder shall demonstrate ability for an accelerated work schedule, which shall be taken as a positive factor in the proposal evaluation.
 - (b) Key Milestone Dates:
 - (i) Optional Site Visit – **March 17, 2010**;
 - (ii) RFP Close – April 12, 2010;
 - (iii) Proposal Evaluation – mid April, 2010;
 - (iv) Award of Contract – mid May, 2010;
 - (v) Project Start-up Meeting – mid May, 2010;

- (vi) 66% Design Package complete and Review Meeting – mid June, 2010;
- (vii) 99% Design Package complete and Review Meeting – beg July, 2010;
- (viii) 100% Design Package complete – mid July, 2010;
- (ix) Playground Component Fabrication – July/ August 2010;
- (x) Construction Starts – beg August, 2010 (no later than September 15, 2010);
- (xi) Construction Substantially Completed – October 29, 2010;
- (xii) Construction Complete – November 30, 2010;
- (xiii)** Warranty Inspection – November 30, 2011.

B4. SITE INVESTIGATION

- B4.1 Further to C3.1, the Contract Administrator or an authorized representative will be available at the **Site at 10:00 AM on March 17, 2010** to provide Bidders access to the Site.
- B4.2 The Bidder is advised that this will be an initial walkthrough to familiarize the Bidder with the facility. If required an additional walkthrough can be provided through arrangements with the Contract Administrator.
- B4.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing. Further to C3.1, the Bidder is responsible for determining:
- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
 - (b) the nature of the surface and subsurface conditions at the Site;
 - (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
 - (d) the nature, quality or quantity of the Plant needed to perform the Work;
 - (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
 - (f) all other matters which could in any way affect his Proposal or the performance of the Work.

B5. ENQUIRIES

- B5.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B5.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B5.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- B5.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B5.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B5.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B5 unless that response or interpretation is provided by the Contract Administrator in writing.

B6. CONFIDENTIALITY

B6.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

B6.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

B7. ADDENDA

B7.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B7.2 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.

B7.2.1 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/matmgmt/bidopp.asp>

B7.2.2 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.

B7.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B8. SUBSTITUTES

B8.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

B8.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B8.3 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.

B8.4 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.
- B8.5 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.
- B8.6 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.
- B8.6.1 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.
- B8.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B8.8 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 B20.1.
- B8.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B8.10 Notwithstanding B8.2 to B8.9 and in accordance with B9.5, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B21.1(a).

B9. PROPOSAL SUBMISSION

- B9.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
 - (c) Team Organization, Strengths and Experience (see B12);
 - (d) Understanding of Project and Workplan (see B13);
 - (e) Design of Children’s Playground and Site Amenities (see B14);
- B9.2 Further to B9.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B8.
- B9.3 All components of the Proposal 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 Proposal.
- B9.3.1 Bidders should submit one (1) unbound original (marked “original”) and five (5) copies.
- B9.4 Bidders are advised not to include any information/literature except as requested in accordance with B9.1.
- B9.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, including the General Conditions, will be evaluated in accordance with B21.1(a).
- B9.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.

B9.6.1 Samples or other components of the Proposal which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.

B9.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B9.8 Proposals shall be submitted to:

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

B10. PROPOSAL

B10.1 The Bidder shall complete Form A: Proposal, making all required entries.

B10.2 Paragraph 2 of Form A: Proposal 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.

B10.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B10.2.

B10.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.

B10.4 Paragraph 11 of Form A: Proposal 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 and the corporate seal, if the corporation has one, should be affixed;
- (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.

B10.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B10.5 If a Proposal 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 Proposal and the Contract, when awarded, shall be both joint and several.

B11. PRICES

B11.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B11.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall include the Manitoba Retail Sales Tax (MRST, also known as PST), but exclude Goods and Services Tax (GST) which shall be extra where applicable.

B11.1.2 **Bidders are advised that the maximum budget for this project is six hundred and fifty thousand (\$650,000) dollars. Bids that exceed the maximum budget shall be determined to be nonresponsive.**

B11.2 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B12. TEAM ORGANIZATION, STRENGTHS AND EXPERIENCE

B12.1 The information required is meant to present the **Team**, its experience, and individuals in the context of this particular project, and illustrate the organization of the Team to deliver this project. Information to be provided includes:

- (a) the roles of individuals at various stages of the project, from the design to the construction of the project.
- (b) a write up of the team's experience in a collaborative design and construction process.
- (c) a list of three (3) previously completed projects (preferably with plans and photos), similar in scope and value to the work, and three (3) references, in sufficient detail to demonstrate the Bidder's qualification to undertake the Work.

B13. UNDERSTANDING OF PROJECT AND WORKPLAN

B13.1 Bidder's Teams are requested to develop the concept design and costing for the project based on the information in the RFP, drawings, other information provided.

B13.2 The understanding and approach to the delivery of the project and the tasks to complete the project on time and in budget are critical. The proposal at this stage should demonstrate the rationale of the design, which at a minimum includes:

- (a) Provide an understanding of the functional and technical issues and considerations, on project requirements and budget.
- (b) Provide the Team's understanding of inclusive design and how it will be approached in this **playground and plaza** design.
- (c) Provide the Team's understanding of the importance of the mature trees within this park and how the proposed design will work within the mature canopy and how the construction will take the protection of the trees into account.
- (d) Provide the Team's understanding of how their design will fit within the larger Kildonan Park context.
- (e) Provide a methodology for delivering the project including schedule and budget.

B14. DESIGN OF CHILDREN'S PLAYGROUND

B14.1 The Bidder shall provide a concept plan, sketches/ 3 dimensional drawings, and information on proposed play equipment and materials to demonstrate:

- (a) The overall quality of the design including integration within the larger park environment and adjacent park amenities;
- (b) Concept and functionality of the design and aesthetic appeal;
- (c) Quality, durability and warranty of materials;

- (d) Universal design/ inclusive design (see B3.9(a));
- (e) Overall play experiences (see B3.9(b)).

B14.2 Any other information that the Bidder deems pertinent to this Proposal.

B15. QUALIFICATION

B15.1 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, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B15.2 The 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>

B15.3 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);

B15.4 The Bidder/ Bidder's Team shall provide, in his Proposal:

B15.4.1 Bidders are encouraged to use their creativity to submit a proposal, which provides the requested information for evaluation and other information, which illustrates the strength of their design and the **Bidder's Team**.

B15.5 Further to B15.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>)

B15.6 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.

- B15.6.1 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.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B16.1 Proposals will not be opened publicly.
- B16.2 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>
- B16.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal 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.
- B16.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his submission upon written request to the Contract Administrator.

B17. IRREVOCABLE OFFER

- B17.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

- B18.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B18.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B18.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.
- B18.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B17.2 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.

B19. PRESENTATION AND INTERVIEWS

B19.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B20. NEGOTIATIONS

B20.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B20.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B20.3 If, in the course of negotiations pursuant to B20.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

B21.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom:
 - (i) mandatory requirements (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B15
 - (i) mandatory requirements (pass/fail);
- (c) Evaluation Criteria as outlined in Figure 1.

FIGURE 1- EVALUATION CRITERIA

TEAM ORGANIZATION, STRENGTHS AND EXPERIENCE	MAXIMUM SCORE
<input type="checkbox"/> Roles of individuals, time commitments and organizational structure and chart in context of this project.	
<input type="checkbox"/> Three (3) previously completed projects of similar size and scope and three (3) references <input type="checkbox"/> Experience in collaborative design and construction process <input type="checkbox"/> Experience with the design and construction of outdoor play environments	
SUBTOTAL	30
UNDERSTANDING OF PROJECT AND WORKPLAN	
<input type="checkbox"/> Functional and technical issues and considerations, on project requirements and budget <input type="checkbox"/> Provide the Team's understanding of inclusive design and how it will be approached in this project's design. <input type="checkbox"/> Provide the Team's understanding of the importance of the mature trees within this park and how the proposed design will work within the mature canopy and how the construction will take the protection of the trees into account. <input type="checkbox"/> Provide the Team's understanding of how their design will fit within the larger Kildonan Park context.	

<input type="checkbox"/> Methodology for delivering project – schedule, budget.	
SUBTOTAL	20
DESIGN OF CHILDREN’S PLAYGROUND & SITE AMENITIES	
<input type="checkbox"/> Provide a concept plan and sketches/ 3 dimension drawings of the proposed playground and site development	
<input type="checkbox"/> Overall quality of the design including integration with the larger park environment and adjacent park amenities	
<input type="checkbox"/> Concept and functionality of design, aesthetic appeal	
<input type="checkbox"/> Quality, durability and warranty of materials	
<input type="checkbox"/> Universal design/ inclusive design, in accordance with B3.9(a)	
<input type="checkbox"/> Overall play experience, in accordance with B3.9(b)	
SUBTOTAL	40
PROJECT COST	
<input type="checkbox"/> Meets project budget as stated in Form B Prices. <input type="checkbox"/> Bid Prices must include all of the mandatory elements / features listed in B3.9 <input type="checkbox"/> The Total Bid Price shall be evaluated with a weighting of 10 points out of a total of 100 possible points. As such, the lowest bidder shall receive the full 10 points, and the second lowest Bidder and subsequent bidders shall be pro-rated accordingly. *Bids exceeding the maximum project budget shall be determined to be non-responsive	
SUBTOTAL	10
GRAND TOTAL	100

B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.

B21.4 Further to B21.1, the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B21.4.1 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.

B21.4.2 Further to B21.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B21.5 This Contract will be awarded as a whole.

B21.6 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B22. COMPENSATION TO BIDDERS

- B22.1 The top three (3) Bidders, with the exception of the successful Design Build Team, will receive an honorarium in the amount of Canadian **\$5,000.00 (Five Thousand Dollars, Canadian Funds) including the GST**. The honorarium will be paid in recognition that the Teams have undertaken a portion of the professional services that would normally be done during the Schematic Design Phase. No other compensation or reimbursement of the Proponent's costs will be made for any activity associated with this Phase of the Selection Process. It is incumbent on each Proponent to allocate the fee among its Design Build Team members.
- B22.2 Honoraria will be paid to the unsuccessful Teams following the Evaluation Process and award of a Contract to a successful Proponent, and upon submittal of an approved invoice in a form acceptable to the City. The successful Team may invoice the City in the amount of **\$5,000.00** as a portion of their Schematic Design Phase fee immediately upon award of Contract.

B23. AWARD OF CONTRACT

- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 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 Proposals are determined to be responsive.
- B23.2.1 Without limiting the generality of B23.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B23.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.
- B23.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.
- B23.4 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B23.5 The Contract Documents, as defined in C1.1(n) (ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* 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 proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.
- C0.1 These General Conditions are applicable to the Work of the Contract.

C1. DEFINITIONS

- C1.1 Where used in these General Conditions and in the other documents forming part of the Contract:
- (a) “**Award Authority**” means the authority having the jurisdiction to award the Contract according to the City’s by-laws, policies or procedures;
 - (b) “**Bidder**” means any person submitting a Proposal for the Work;
 - (c) “**Bidding Procedures**” means the portion of the Proposal by that name which sets out the terms and conditions governing the Bid, and a reference to a section, clause or subclause with the prefix “**B**” designates a section, clause or subclause in that portion of the Request for Proposal;
 - (d) “**Business Day**” means any Calendar Day, other than a Saturday, Sunday, or a statutory or civic holiday;
 - (e) “**C**” designates a section, clause or subclause in these General Conditions;
 - (f) “**Calendar Day**” means the period from one midnight to the following midnight;
 - (g) “**Change in Work**” means an addition, deletion or modification to the Work as described in the Contract at the time that the Contract is awarded and includes modifications in quantity or nature of Plant, Material or labour, methods, location or work schedule;
 - (h) “**Chief Administrative Officer**” means the City employee holding that office or, if applicable, the successor to the authority or responsibility of such office;
 - (i) “**City**” means The City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
 - (j) “**City Solicitor**” means the City employee holding that office or, if applicable, the successor to the authority or responsibility of such office;
 - (k) “**Contract**” means the combined documents consisting of either:
 - (i) the agreement forwarded to the Contractor pursuant to C4 and all schedules thereto (consisting of the Request for Proposal and any documents and Drawings referred to and incorporated therein) together with the Proposal and any submissions required to be made by the Contractor after award, and all amendments to the foregoing; or
 - (ii) the Purchase Order prepared and forwarded to the Contractor which shall be deemed to include the Request for Proposal and any documents and Drawings referred to and incorporated therein, together with the Proposal and any submissions required to be made by the Contractor after award and all amendments to the foregoing.
 - (l) “**Contract Administrator**” means the person designated as such in the Supplemental Conditions;

- (m) “**Contract Price**” means the price agreed upon for the Work and any adjustments thereto which may be required or agreed to pursuant to the Contract;
- (n) “**Contractor**” means the person undertaking the performance of the Work under the terms of the Contract;
- (o) “**Contractor’s Facility**” means the lands and other places, including structures, provided by the Contractor for the performance of the Work;
- (p) “**Council**” means the Council of The City of Winnipeg;
- (q) “**Drawings**” means drawings which show the nature and scope of the Work to be performed and which have been prepared or approved by the Contract Administrator and are referred to in the Contract;
- (r) “**Manager of Materials**” means the City employee holding that office or, if applicable, the successor to the authority or responsibility of such office;
- (s) “**Material**” means any things, including goods, parts and equipment, which are to form part of the permanent Work;
- (t) “**may**” indicates an allowable action or feature which will not be evaluated;
- (u) “**must**” or “**shall**” indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (v) “**Person**” means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (w) “**Plant**” means any things brought to or constructed upon the Site by the Contractor for the performance of the Work, including goods, tools, equipment, consumable supplies, fuel, power and utility connections therefor, but does not include Material;
- (x) “**Proposal**” means the offer contained in the Proposal Submission;
- (y) “**Proposal Submission**” means that portion of the Request for Proposal which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive Proposal;
- (z) “**Request for Proposal**” means the Proposal Submission, the Bidding Procedures, these General Conditions, the Supplemental Conditions, the Specifications, the Drawings and all addenda;
- (aa) “**Shop Drawings**” means all drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor, Subcontractor, manufacturer, supplier or distributor and which illustrate some portion of the Work;
- (bb) “**should**” indicates a desirable action or feature which will be evaluated on a relative scale;
- (cc) “**Site**” means the lands and other places, including structures, on, under, in or through which the Work is to be performed but does not include a Contractor’s Facility;
- (dd) “**Specifications**” means the portion of the Request for Proposal by that name which sets out the written description of the physical or functional characteristics of the Work, or any part thereof, including without limitation any requirement for testing or inspection, and a reference to a section, clause or subclause with the prefix “**E**” designates a section, clause or subclause in that portion of the Request for Proposal;
- (ee) “**Subcontractor**” means a person contracting with the Contractor for the performance of a part or parts of the Work or for the furnishing of Plant or Material and includes a Subcontractor’s subcontractor;
- (ff) “**Submission Deadline**” means the time and date set out in the Bidding Procedures for final receipt of Bids;
- (gg) “**Supplemental Conditions**” means the portion of the Request for Proposal by that name which sets out terms and conditions specific to the Contract, and supplements or modifies the General Conditions, and a reference to a section, clause or subclause with the prefix “**D**” designates a section, clause or subclause in that portion of the Request for Proposal;

- (hh) **“Total Performance”** means that the entire Work, except those items arising from the provisions of C12, have been performed in accordance with the Contract;
- (ii) **“Work”** means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all Plant, Material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract, including all Changes in Work which may be ordered as herein provided.
- (jj) **“Working Day”** means any Calendar Day, other than a Saturday, Sunday, or a statutory or civic holiday, on which the Contract Administrator determines atmospheric and Site conditions are such that the Contractor is able to work at least seven (7) hours during the period between 7:00 a.m. Winnipeg time or the time the Contractor's operations normally commence, whichever is the earlier, and 7:00 p.m. Winnipeg time.

C2. INTERPRETATION

- C2.1 Where the Contractor consists of more than one person, the obligations of the Contractor shall be joint and several.
- C2.2 Wherever the singular or masculine is used, it shall be construed to mean the plural or the feminine or the neuter as the context may reasonably require.
- C2.3 Headings, titles and margin notes in the Contract are inserted for convenience only and shall not be considered in any construction or interpretation of the Contract.
- C2.4 In the event of conflicts between portions of the Contract, the following shall apply:
 - (a) the executed agreement between the City and Contractor shall govern over all schedules or other documents forming part of the Contract;
 - (b) the Supplemental Conditions shall govern over the General Conditions;
 - (c) the General Conditions shall govern over Specifications;
 - (d) Specifications of a later date shall govern over Specifications of an earlier date;
 - (e) Specifications shall govern over Drawings;
 - (f) Drawings of a later date shall govern over Drawings of an earlier date;
 - (g) Drawings of larger scale shall govern over those of smaller scale;
 - (h) figured dimensions shown on a Drawing shall govern over scaled or implied dimensions on the same Drawing; and
 - (i) Drawings shall govern over the Bid.
- C2.5 The various portions of the Contract are intended to be read together and complement each other, and what is called for by any one shall be deemed to be called for by all.
- C2.6 The City and the Contractor acknowledge and agree that the Contractor is an independent contractor and neither the Contractor, nor any officer, servant or agent of the Contractor, shall be deemed to be an employee, agent, representative or servant of the City.
- C2.7 The Contract shall constitute the entire agreement between the City and the Contractor. There are no representations, warranties, covenants or agreements other than those contained in the Contract.

C3. DECLARATIONS

- C3.1 The Contractor declares that, in bidding for the Work and in entering into the Contract, he:
 - (a) has investigated the nature of the Work to be done and all conditions that might affect his Proposal or his performance of the Work; or ,
 - (b) has not investigated the nature of the Work to be done or conditions;

and, in either event, assumes all risk for conditions now existing or arising in the course of the Work which have been or could have been determined through such investigation, and that he did not and does not rely upon information furnished by the City or any of its servants or agents other than information furnished in writing for or in connection with the Proposal or the Contract by the Contract Administrator.

- C3.2 The Contractor declares that, in bidding for the Work and in entering into the Contract, he:
- (a) does so in good faith and that to the best of his knowledge no member of Council or any officer or employee of the City has any pecuniary interest, direct or indirect, in the Contract which has not been disclosed to and approved by the authority having jurisdiction;
 - (b) has not participated in any collusive scheme or combine;
 - (c) shall forfeit all claims under the Contract as well as refund to the City any monies paid to him, beyond his actual proven expenses for Work done, if C3.2(a) or (b) are shown to be false.

C4. EXECUTION OF CONTRACT

- C4.1 The Contractor shall execute the Contract in the manner stipulated by the City Solicitor and return the Contract, within seven (7) Calendar Days of receipt of the Contract, to the City Solicitor at the address indicated in C22.4.
- C4.2 If the Contractor does not execute and return the Contract as set out in C4.1, the Contractor may be determined by the City to have abandoned the Contract, whereupon the acceptance of the offer by the City shall be null and void, and the City shall be entitled to retain the performance security as liquidated damages.
- C4.3 No payments will be made by the City to the Contractor until the Contractor has executed and returned the Contract as set out in C4.1.

C5. AUTHORITY OF CONTRACT ADMINISTRATOR

General

- C5.1 The Contract Administrator shall be the City's representative throughout the duration of the Contract and shall have authority to act on behalf of the City to the extent expressly provided for in the Contract.

Contract

- C5.2 The Contract Administrator shall interpret or clarify the Contract or any part thereof which appears indefinite, not clear or contradictory to the Contractor.
- C5.3 The Contract Administrator may at any time correct errors or omissions in the Contract or issue additional Drawings or Specifications further detailing, explaining or modifying the Work. Such Drawings or Specifications shall either supplement or supersede those forming part of the Contract at the time the Contract was executed.

Inspection

- C5.4 The Contract Administrator may examine or inspect the Work or any part thereof and determine whether the Work meets the requirements of the Contract. The Contract Administrator may reject the Work or any part thereof which does not meet the requirements of the Contract.

Control

- C5.5 The Contract Administrator may give instructions or orders to the Contractor to the extent necessary to ensure that the Work is performed in an orderly manner and meets the requirements of the Contract.

- C5.5.1 The Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.
- C5.6 The Contract Administrator may order the Contractor to remove from the Work any person employed or retained by the Contractor or a Subcontractor in the performance of the Work who the Contract Administrator determines is incompetent, negligent or guilty of misconduct.
- C5.7 The Contract Administrator may order the Contractor to alter or improve his methods, to increase or improve his Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that the Work is not being, or will likely not be, performed satisfactorily.
- C5.8 The Contract Administrator may order the Contractor to stop work or to take such remedial measures as the Contract Administrator considers necessary, if, at any time, the Contract Administrator determines that:
- (a) a danger to life or to property exists; or
 - (b) such stoppage or remedial measures may be necessary to ensure the performance of the Work in accordance with the requirements of the Contract.
- C5.9 Neither the giving of any orders by the Contract Administrator nor the carrying out of such orders by the Contractor shall entitle the Contractor to any extra payment, nor relieve the Contractor of his responsibilities under C6.
- C5.10 The Contract Administrator shall determine if and when Total Performance is achieved and shall certify the date thereof.
- C5.11 If the Contractor disputes a determination or order of the Contract Administrator on any of the foregoing matters, the Contractor shall act in accordance with the Contract Administrator's determination or order. The Contractor may concurrently appeal the determination or order of the Contract Administrator to the Chief Administrative Officer as provided for in C20.

C6. RESPONSIBILITIES OF CONTRACTOR

General

- C6.1 Except as otherwise provided in the Contract, the Contractor shall be solely responsible for means, methods, techniques, sequences and procedures, and for coordinating the various parts of the Work so as to ensure its proper completion in a sound and workmanlike manner, in all respects in strict conformity with the Contract and in accordance with the approved work schedule.
- C6.2 The Contractor shall have complete control over the methods of performing the Work and shall direct and supervise the Work so as to ensure conformance with the Contract.
- C6.3 The Contractor shall provide all Plant, Material, labour, services and incidentals necessary for the performance of the Work.
- C6.4 The Contractor shall be responsible for any Work not explicitly set out in the Contract but which may be reasonably implied for the proper completion of the Work.
- C6.5 Unless otherwise specified in the Specifications, all Material shall be new, fit for the purpose intended and shall meet or exceed the kind, quality and quantity of same specified in the Contract. If required, the Contractor shall provide evidence satisfactory to the Contract Administrator that the foregoing requirements have been met.

Contract

- C6.6 The Contractor shall perform, complete and maintain the Work in strict accordance with the Contract.

- C6.7 If the Contract or any part thereof appears indefinite, not clear or contradictory, the Contractor shall refer such feature or features to the Contract Administrator for interpretation or clarification.
- C6.8 The Contractor shall obey, perform and comply with the Contract Administrator's orders, instructions, rules and procedures with respect to the Work or concerning the conduct thereof, promptly, efficiently and to the satisfaction of the Contract Administrator and the Contractor will assist other contractors, their employees and agents to do the same.
- C6.9 The Contractor shall be responsible for conveying the interpretation or clarification of the Contract, as given by the Contract Administrator, to Subcontractors.
- C6.10 The Contractor shall prepare and submit all drawings, schedules, documents or information required by the Contract and such other drawings, schedules, documents or information as may reasonably be required by the Contract Administrator.

Laws and Regulations

- C6.11 The Contractor shall comply with all laws, by-laws, ordinances, regulations, codes and orders of authorities having jurisdiction which are or come into force during the performance of the Work and which relate to the Work. Where there are two or more laws, by-laws, ordinances, regulations or codes applicable to the Work, the most restrictive shall apply.
- C6.12 The Contractor shall procure approvals, clearances, permits, licences and certificates required by law or by any by-laws, ordinances, regulations, codes or orders of the authorities having jurisdiction for the performance of the Work, but this shall not include the obtaining of permanent easements or rights of servitude.
- C6.13 The Contractor shall give any notices required by law or by by-laws, ordinances, regulations, codes or orders of the authorities having jurisdiction and which relate to the Work.
- C6.14 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain workers compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.
- C6.15 The Contractor shall not be responsible for verifying that the Contract complies with the applicable laws, by-laws, ordinances, regulations, codes and orders relating to the Work.

Patents and Royalties

- C6.16 If the Contract requires or the Contractor desires the use of any design, device, material or process covered by letters patent, copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the owner or licensee.
- C6.16.1 Upon request of the Contract Administrator, the Contractor shall provide the City with a copy of the said agreement.
- C6.17 If the City or the Contractor is served with a claim or notice of an infringement or alleged infringement of any patent, copyright, trademark or trade name, the party so served shall immediately give notice thereof to the other party.
- C6.18 If the City or the Contractor is prevented by injunction from using any design, device, material or process covered by letters patent, copyright, trademark or trade name, the Contractor shall, at his own cost, substitute an equally suitable design, device, material or process, all subject to the prior approval of the Contract Administrator.

Personnel

- C6.19 The Contractor shall provide competent, suitably qualified personnel to perform the Work.

- C6.20 If the Contract Administrator orders a person to be removed from the Work, the Contractor shall comply forthwith. Any person so removed shall not be re-employed on the Work by the Contractor or by a Subcontractor, without the written approval of the Contract Administrator.

Control

- C6.21 The Contractor must arrange and carry on his Work so as not to conflict with the Work being carried on or to be carried on for the City by other contractors or by the City's employees. If the Contractor finds it difficult to work in harmony with such parties, he shall notify the Contract Administrator promptly.
- C6.22 The Contractor shall perform the Work so as to progress continuously with the Work or any part thereof and in such a manner as to ensure the proper completion of the Work or any part thereof, within the time stipulated.
- C6.23 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

Subcontractors

- C6.24 The Contractor shall not employ any Subcontractor to whom the Contract Administrator objects, acting reasonably.
- C6.24.1 The Contractor agrees that the Subcontractors identified in his Bid, or in any subsequent submission, are the Subcontractors proposed to be used to carry out those parts of the Work noted therein.
- C6.24.2 The Contractor shall not add, remove or replace any Subcontractor, or change the part of the Work to be performed by a Subcontractor, without the prior approval of the Contract Administrator.
- C6.25 The Contractor, with respect to Work to be performed under subcontract, shall:
- (a) enter into contracts or written agreements with his Subcontractors to require them to perform their work in complete conformance with and subject to the terms and conditions of the Contract; and
 - (b) be as fully responsible to the City for acts and omissions of his Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.
- C6.26 The Contractor shall incorporate the terms and conditions of the Contract into all subcontract agreements he enters into with his Subcontractors.
- C6.27 The Contractor shall make prompt payment to his Subcontractors, his employees or on account of the purchase or rental of Plant or Material.
- C6.28 The Contractor shall promptly secure a discharge of a lien or trust claim served upon the City.

C7. CHANGES IN WORK

General

- C7.1 The City shall have the right to order a Change in Work at any time after award of the Contract.
- C7.2 If, at any time after award of the Contract, the Contractor is of the opinion that a Change in Work is necessary to accomplish the result intended by the Contract or if the Contractor considers it desirable that a Change in Work be approved, he shall promptly provide notice thereof to the Contract Administrator, including:
- (a) the reason for the proposed Change in Work;
 - (b) a detailed description of the proposed Change in Work;

- (c) the Contractor's proposed method(s) to determine the adjustment, if any, in Contract Price pursuant to C7.4.

C7.2.1 Without limiting the generality of C7.2, if the Contractor observes:

- (a) any substantial difference in the nature of the surface or subsurface conditions at the Site, or the location, nature, quality or quantity of the materials to be removed, from those set out in the Contract; or
- (b) that the Contract is at variance with any laws, ordinances, rules, regulations or codes of authorities having jurisdiction, or if changes are made to any laws, ordinances, rules, regulations and codes subsequent to the Submission Deadline which require modifications to the Contract;

the Contractor shall immediately notify the Contract Administrator.

C7.3 The Contract Administrator shall determine whether a Change in Work is necessary or desirable and whether a corresponding adjustment to the Contract Price is required.

C7.3.1 If the Contract Administrator determines that no Change in Work is necessary or desirable, he will issue a notice stating his determination.

C7.3.2 If the Contract Administrator determines that a Change in Work is necessary or desirable but no corresponding adjustment to the Contract Price is required, he will issue a notice approving the Change in Work and stating his determination.

C7.3.3 If the Contract Administrator determines that a Change in Work is necessary or desirable, which requires a corresponding adjustment to the Contract Price, and he is able to determine such adjustment based on the available information, he shall issue a notice approving the Change in Work and stating his determination regarding the method(s) to be used to determine the adjustment in Contract Price pursuant to C7.4.

C7.3.4 If the Contract Administrator determines that a Change in Work is necessary or desirable, which requires a corresponding adjustment to the Contract Price, and he requires further information to determine such adjustment, he shall issue a notice stating his determination and requiring the Contractor to submit the Contractor's proposed method(s) to determine the adjustment in Contract Price pursuant to C7.4, and upon receipt and evaluation of such information, he shall issue a notice in accordance with C7.3.3.

Valuation of a Change in Work

C7.4 The adjustment in Contract Price resulting from a Change in Work shall be determined by one or more of the following methods:

- (a) by estimate in a lump sum;
- (b) by the unit prices and methods of measurement set out in the Contract or subsequently agreed upon;
- (c) by the actual cost of the Change in Work to the Contractor plus a fixed fee;
- (d) by the actual cost of the Change in Work to the Contractor plus fifteen percent (15%) on any portion of the Change in Work undertaken by the Contractor's own forces or plus ten percent (10%) on any portion of the Change in Work undertaken by a Subcontractor.

C7.4.1 For the purposes of C7.4(c) or (d), "actual cost" on any portion of the Change in Work undertaken by the Contractor's own forces shall mean the direct cost of labour plus an allowance for direct supervision and payroll burden (including Employment Insurance, Canada Pension, Payroll Tax, Workers Compensation assessments and vacation pay), purchase or rental of Plant and Material and any other payments made by the Contractor with the prior approval of the Contract Administrator that are necessary for the performance of the Change in Work.

C7.4.2 For the purposes of C7.4(c) or (d), "actual cost" on any portion of the Change in Work undertaken by a Subcontractor shall mean the amount invoiced by the Subcontractor and

paid by the Contractor, net of any discounts and excluding any late payment interest or penalties.

C7.5 If a Change in Work results in a reduction in the Contract Price, no claim may be made for damages on the ground of loss of anticipated profit on Work so diminished or on any other ground provided that the aggregate reduction in the Contract Price does not exceed twenty percent (20%) of the price agreed upon for the Work as of the date of the award of the Contract.

C7.5.1 Reductions in the Contract Price as a result of:

- (a) Changes in Work requested by the Contractor;
- (b) a deduction, pursuant to C10.5(d), for defective or deficient Work;
- (c) a decrease, pursuant to C11.3, due to a change in tax; or
- (d) the City's application of a remedy for an event of default;

shall not be considered in calculating the aggregate reduction in the Contract Price for the purposes of C7.5.

C7.6 If a Change in Work diminishes the Work, or any part thereof, resulting in:

- (a) extra cost to the Contractor, directly attributable to the diminution, for which he would not be entitled to payment on a unit price basis (e.g., loss of volume discounts); or
- (b) loss to the Contractor in respect of Material required by the City to be purchased by him for the Work but not used thereon as a direct result of the diminution (e.g., restocking charges);

the Contractor shall be compensated therefor by the City in the sum or sums determined by the Contract Administrator.

C7.7 If the method of valuation or measurement or the adjustment to the Contract Price cannot be promptly agreed upon and the Contract Administrator requires the Change in Work to proceed, then the Contract Administrator will determine the method of valuation and measurement and the adjustment to the Contract Price. The Contract Administrator shall issue a notice approving the Change in Work and setting out the method of valuation, measurement, and any approved adjustments to the Contract Price.

C7.8 If the Contractor disputes a determination made by the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's determination. The Contractor may concurrently appeal the determination of the Contract Administrator to the Chief Administrative Officer as provided for in C20.

Cost Records

C7.9 If a valuation is required pursuant to C7.4 or C7.6, the Contractor shall provide the Contract Administrator with:

- (a) detailed and accurate statements showing:
 - (i) description, cost (including expenses for operation and maintenance) and time for Plant used by the Contractor;
 - (ii) description, cost and quantity for Material used by the Contractor;
 - (iii) rate of pay and hours of work for each of the persons employed by the Contractor; and
- (b) access to any cost records (including payroll records, time books and invoices) or other data necessary to verify the accuracy of such statements.

C8. RIGHT OF ENTRY

C8.1 The Contractor shall not be entitled to exclusive possession of the Site.

C8.2 The City shall have the right, for itself, its agents, representatives or other persons, to enter, occupy or use any portion of the Site or the Work, at any time and for so long a time as the Contract Administrator may require.

C8.3 Such entry, occupation or use shall not constitute acceptance of the Work by the City nor shall it relieve the Contractor of responsibility to complete the Work.

C9. RISK AND RESPONSIBILITY

C9.1 Plant or Material brought to the Site or the Work by the Contractor shall remain at the risk and the responsibility of the Contractor from the commencement of the Work until:

- (a) Material is incorporated into the Work; or
- (b) Plant or Material is removed from the Site or the Work by the Contractor.

C9.2 The Contractor shall be liable to the City for any loss of or damage to Plant or Material that is supplied to or placed in the care, custody and control of the Contractor by the City in connection with the Contract, whether or not that loss or damage is attributable to causes beyond the Contractor's control, from the commencement of the Work until:

- (a) Material is incorporated into the Work; or
- (b) Plant or Material is returned, in its original condition, to the City.

C9.3 The Work shall remain at the risk and the responsibility of the Contractor from the commencement of the Work until the date of Total Performance.

C9.4 The Contractor shall, at his own cost, be required to maintain the Work, make good all damage thereto and imperfections therein and to deliver the completed Work to the City in accordance with the provisions of the Contract.

C10. INSPECTION

General

C10.1 The Contractor shall provide the Contract Administrator access, whether at the Site or at the Contractor's Facility or the premises of any Subcontractor, to observe and inspect the Work and its progress.

C10.2 The Contractor shall provide the Contract Administrator any samples required to inspect the Work.

C10.3 The Contractor shall provide the Contract Administrator any and all assistance which he may require to observe and inspect the Work.

C10.4 The inspection herein provided for shall in no way relieve the Contractor of full responsibility for the quality, proper operation and performance of the Work.

Defective Work

C10.5 If the Contract Administrator determines that the Work, or any part thereof, is defective or deficient, the City shall have the right to do any one or more of the following in addition to anything permitted elsewhere in the Contract or by law:

- (a) if the Contract Administrator determines that any Plant is defective, deficient or otherwise unfit for the purpose intended, the Contract Administrator may direct the Contractor to remove such Plant from the Site and promptly replace it with Plant which meets the requirements of the Contract and is fit for the purpose intended;
- (b) if the Contract Administrator determines that any Material which is not yet incorporated into the Work is defective, deficient or otherwise unfit for the purpose intended, the Contract Administrator may direct the Contractor to remove such Material from the Site and

promptly replace it with Material which meets the requirements of the Contract and is fit for the purpose intended;

- (c) if the Contract Administrator determines that the Work or any portion thereof, including any Material which is incorporated therein, is defective, deficient or otherwise unfit for the purpose intended, the Contract Administrator may direct the Contractor to repair, redo, replace or otherwise remedy the defect or deficiency;
- (d) if the Contract Administrator determines that it is not expedient to correct defective or deficient Work, the City may deduct from the Contract Price the difference between the value of the Work as done and that called for by the Contract, the amount of which shall be determined by the Contract Administrator.

C10.6 The Contractor shall, without delay, carry out the directives of the Contract Administrator pursuant to C10.5. In addition, the Contractor shall be responsible for the cost of any additional inspections necessitated thereby.

C10.7 The City shall be entitled, in its sole discretion, to use the Work or any portion thereof notwithstanding that it may be defective or deficient, and such use shall not constitute acceptance of any defects or deficiencies nor shall it relieve the Contractor of responsibility to complete the Work.

C11. MEASUREMENT AND PAYMENT

General

C11.1 The amounts to be paid by the City to the Contractor shall be the sums certified by the Contract Administrator.

C11.1.1 For unit price Contracts, such sums shall be determined by the Contract Administrator upon the basis of the unit prices for the various classes of the Work stated on Form B: Prices. The total amount to be paid to the Contractor for the Work will be the amount arrived at by measuring the amount of each class of the Work listed on Form B: Prices and performed in accordance with the Contract, and pricing the same, in accordance with the unit prices stated thereon.

C11.1.2 For lump sum Contracts, such sums shall be determined by the Contract Administrator upon the basis of the lump sum price stated on Form B: Prices.

C11.1.3 Prices stated on Form B: Prices shall be deemed to include:

- (a) duty;
- (b) freight and cartage;
- (c) Federal and Provincial taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all details necessarily connected with the completion of the Work and all risks and contingencies connected therewith.

Increased or Decreased Costs

C11.2 The Contract Price shall not be increased or decreased by reason of any increase or decrease in the cost of the Work to the Contractor except as provided for herein.

C11.3 The Contract Price shall be adjusted if any change in a tax imposed under the Excise Act, the Excise Tax Act, the Customs Act, the Customs Tariff, The Mining Tax Act (Manitoba), or The Retail Sales Tax Act (Manitoba):

- (a) occurs after the Submission Deadline;
- (b) applies to Material; and
- (c) affects the cost of that Material to the Contractor.

- C11.4 If a change referred to in C11.3 occurs, the Contract Price shall be increased or decreased by an amount equal to the amount that is established, by an examination of the relevant records of the Contractor, to be the increase or decrease in the cost incurred that is directly attributable to that change.
- C11.5 For the purpose of C11.3, where a tax is changed after the Submission Deadline but public notice of the change has been given by either the Federal or Provincial Minister of Finance before that date, the change shall be deemed to have occurred before the Submission Deadline and the Contractor shall not be entitled to an increase in the Contract Price.

Final Payment

- C11.6 Approval by the City of final payment shall be subject to issuance by the Contract Administrator of a certificate of Total Performance.
- C11.7 Neither the issuance of a certificate of Total Performance nor final payment shall relieve the Contractor from his responsibilities either under C12 or as a result of any breach of the Contract by the Contractor including, but not limited to, defective or deficient Work appearing after Total Performance, nor shall it conclude or prejudice any of the powers of the Contract Administrator or the Chief Administrative Officer hereunder.
- C11.8 Subject to C11.9, acceptance by the Contractor of final payment shall constitute a waiver and release by him of all claims against the City whether for payment for Work done, damages or otherwise arising out of the Contract.
- C11.9 If the Contractor disputes a determination made by the Contract Administrator with respect to an interim or final payment, the Contractor shall be paid in accordance with the Contract Administrator's determination. The Contractor may concurrently appeal the determination of the Contract Administrator to the Chief Administrative Officer as provided for in C20.

C12. WARRANTY

General

- C12.1 The Contractor warrants that the Work will be free of any and all defects or deficiencies during the warranty period.

Warranty Period

- C12.2 Unless specifically stated otherwise in the Supplemental Conditions, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter unless extended pursuant to C12.2.1, in which case it shall expire when provided for under these sections.
- C12.2.1 If all outstanding defects or deficiencies have not been corrected to the satisfaction of the Contract Administrator by at least two (2) weeks prior to the date on which the warranty would expire except for this C12.2.1, then the Contract Administrator may require the Contractor to extend the warranty period for a further period of one (1) year for those defects or deficiencies in the Work identified by the Contract Administrator as still outstanding and uncorrected or for any portion of the Work whose use or operation is prevented by such defects or deficiencies.
- C12.3 Notwithstanding C12.2, if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.

Warranty Work

- C12.4 The Contract Administrator shall notify the Contractor of observed defects or deficiencies and damage, if any, arising or resulting from such defects or deficiencies, within the warranty period.

C12.5 The Contractor shall correct, to the satisfaction of the Contract Administrator, all defects, deficiencies and damage identified by the Contract Administrator in the manner and within the time period(s) specified in the notice.

C12.6 If the Contractor disagrees with the Contract Administrator's determination under C12.4, he shall nonetheless comply with C12.5. The Contractor may concurrently appeal the determination of the Contract Administrator as provided for in C20.

Acceptance of the Work

C12.7 The Contract Administrator shall certify acceptance of the Work upon:

- (a) the satisfactory performance of the Work during the warranty period;
- (b) the Contractor having fully complied with C12.5; and
- (c) the successful conclusion of any tests required under the Contract.

C12.8 Only certification of acceptance of the Work shall constitute:

- (a) acceptance of the Work; or
- (b) acceptance that the Work or any part thereof has been duly performed; or
- (c) acceptance of the accuracy of any claim of the Contractor.

C12.9 Certification of acceptance of the Work shall not, however, relieve the Contractor from his responsibilities for any breach of the Contract including, but not limited to, defective or deficient Work appearing after the date of such certification.

C13. GOVERNING LAW

C13.1 The Contract has been entered into in the Province of Manitoba and shall be governed by and construed and enforced in accordance with the laws of the Province of Manitoba and of Canada as applicable therein. The parties hereby irrevocably and unconditionally agree to the exclusive jurisdiction of the Courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

C14. ASSIGNMENT

C14.1 The Contractor shall not assign the Contract or any payments thereunder without the prior consent of the City.

C14.2 The Contract shall inure to the benefit of and be binding on the respective heirs, executors, administrators, successors and assigns of the City and the Contractor.

C15. FORCE MAJEURE

C15.1 If the Contractor is delayed in the performance of the Work by reason of strikes, lock-outs (including lock-outs decreed for its members by a recognized contractors' association of which the Contractor is a member), an act of God, or any other cause which the Contractor satisfies the Contract Administrator to be totally beyond his control, the work schedule shall be adjusted by a period of time equal to the time lost due to such delays.

C15.2 No extension for delay shall be approved unless a notice of the claim is received by the Contract Administrator from the Contractor within seven (7) Calendar Days of the date on which the cause of delay arose.

C15.3 Any delay or failure by the City to perform its obligations under this Contract shall be excused, to the extent that the delay or failure is caused by an event or occurrence beyond the reasonable control of the City and without its fault or negligence, such as by way of example and not by way of limitation, strikes, lock-outs, or acts of God, provided that written notice of the

delay shall be given by the City within seven (7) Calendar Days of the date on which the cause of delay arose.

C15.4 Any notice or claim for extension must state the cause of delay and the length of extension requested.

C15.4.1 In the case of a continuing cause of delay, only one claim for an extension shall be necessary.

C16. INDEMNITY

C16.1 The Contractor shall save harmless and indemnify the City in the amount of two million dollars (\$2,000,000), plus a minimum of twice the Contract value against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, his Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:

- (a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
- (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
- (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
- (d) any claim for lien or trust claim served upon the City;
- (e) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;
- (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
- (g) inaccuracies in any information provided to the City by the Contractor.

C16.2 The City has the right, acting reasonably and upon notice to the Contractor, to settle any such action, proceeding, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement.

C16.3 The Contractor shall pay to the City the value of all legal fees and disbursements required to settle any such claim or to defend the City against any such claim, action, proceeding, claim or demand notwithstanding that the settlement or defence of the said action, proceeding, claim or demand was undertaken on behalf of the City by a salaried employee of the City.

C16.4 If the Contractor fails to make any payment required to be made to the City pursuant to C16.2 and C16.3, the City shall be entitled to deduct the amount of such payment from any payment required to be made by the City to the Contractor under the Contract or take whatever other remedies against the Contractor that the City may have at law.

C17. EVENTS OF DEFAULT

C17.1 An event of default will be deemed to have occurred if the Contractor:

- (a) abandons the Work; or
- (b) is adjudged bankrupt or files for bankruptcy, becomes insolvent, makes a general assignment for the benefit of his creditors, or has a receiver or liquidator appointed in respect of his assets; or
- (c) is not performing or has not been performing the Work, or any part thereof, in a sound and workmanlike manner and in all respects in strict conformity with the Contract; or

- (d) is not progressing continuously with the Work or any part thereof, and in such a manner as to ensure the completion of the Work or any part thereof, in accordance with the work schedule; or
- (e) fails to take down, repair, redo, replace or otherwise remedy any defective or deficient Work, or to remove any defective or deficient Material; or
- (f) fails to remedy defects or deficiencies during the warranty period in the manner and within the time periods specified by the Contract Administrator; or
- (g) fails to make prompt payment to his Subcontractors, his employees or on account of the purchase or rental of Plant or Material; or
- (h) fails to promptly secure a discharge of a claim for lien or trust claim served upon the City; or
- (i) fails to comply with any laws, by-laws or statutory regulations; or
- (j) fails to provide competent supervision at the Site; or
- (k) fails to submit any schedules, documents or information required by the Contract; or
- (l) refuses or neglects to comply with an order given by the Contract Administrator; or
- (m) commits any other breach of the Contract.

C17.2 Any provision of the Contract may be waived only by express waiver in writing by the Contract Administrator. No express waiver of any provision shall imply the waiver of any other provision.

C18. CITY'S RIGHTS AND REMEDIES

General

C18.1 If an event of default has occurred, the City may do any one or more of the following:

- (a) withhold or retain the whole or part of any payment;
- (b) take the whole of the Work, or any part or parts thereof out of the control of the Contractor;
- (c) demand payment for any amount owed to the City;

all as more particularly set forth in C18.3 to C18.6 below.

C18.2 The duties and obligations imposed upon the Contractor by the Contract and the rights and remedies available to the City hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed upon the Contractor or available to the City at law.

Withholding of Payment

C18.3 If an event of default has occurred, the City may withhold or retain the whole or part of any payment to the Contractor.

C18.4 The City may apply the amount withheld or retained to:

- (a) pay any person to whom the Contractor is indebted in respect of Material, labour or services furnished for the Work;
- (b) secure the discharge of a lien or trust claim served upon the City;
- (c) indemnify, compensate or reimburse the City for amounts paid or costs incurred by the City in connection with the event of default.

C18.5 Payment of such amounts shall discharge the City's liability to the Contractor to the same extent as payment directly to him.

C18.6 Upon remedy of the event of default, any amount remaining from the amount withheld will be released to the Contractor.

Taking the Work out of the Contractor's Control

- C18.7 If an event of default has occurred, the City may, without process or action at law, upon giving the Contractor notice, take the whole of the Work, or any part or parts thereof out of the control of the Contractor.
- C18.8 Upon such notice being given to the Contractor, he shall immediately discontinue the Work or any part or parts thereof specified in the said notice.
- C18.9 The taking of the Work or any part thereof out of the Contractor's control pursuant to C18.7 shall not relieve or discharge the Contractor from any obligation under the Contract or imposed upon him by law except the obligation to complete the performance of that part of the Work that was taken out of the Contractor's control.
- C18.10 The City shall have the right, subject to C19, to complete, by contract or with its own forces, the Work taken out of the Contractor's control. The City shall not be required to obtain the lowest price to complete the Work taken out of the Contractor's control.
- C18.11 If the cost to the City of completing the Work or portion thereof as aforesaid is less than the amount to which the Contractor would have been entitled under the Contract for so doing, the Contractor shall have no claims in respect thereof against the City. If the cost of the Work performed by the City is more than the amount to which the Contractor would have been entitled under the Contract for the same Work, the City shall have a claim against the Contractor for such excess costs.
- C18.12 When any portion of the Work is being carried on by the City, by contract or otherwise, the Contractor shall continue to perform the remainder of the Work in accordance with the Contract, and in such manner as in no way to hinder or interfere with the persons performing the portion of the Work being carried on by the City.

Demand for Payment

- C18.13 If an event of default has occurred, the City may demand payment from the Contractor for amounts paid or costs incurred by the City in connection with the event of default.
- C18.14 The Contractor shall, within seven (7) Calendar Days of receipt of a notice from the City, pay the City the amount set out in the notice.

C19. SURETY'S OPTION TO ASSUME THE CONTRACT

- C19.1 Where the City has given notice to the Contractor that the Work or part thereof has been taken out of the Contractor's control, the City shall promptly provide the Surety with a copy of such notice.
- C19.2 The Surety may, at its option, assume the Contract in respect of the Work specified in the notice and proceed to perform same.
- C19.2.1 The Surety shall advise the City whether it intends to exercise such option within fourteen (14) Calendar Days after the date on which the Surety is provided with a copy of the notice given to the Contractor.
- C19.2.2 The said option shall expire if the Surety fails to so advise the City within the time specified.
- C19.3 If the Surety has exercised its option in accordance with the foregoing, it shall take the Contractor's place in all respects. The Surety shall be bound by all terms and conditions of the Contract and shall be paid in accordance with the terms of the Contract for all Work performed by it.
- C19.4 The Surety may, with the consent of the City, subcontract the Work so taken over or any portion thereof.

C20. CONTRACTOR'S RIGHT TO APPEAL

- C20.1 If the Contractor disagrees with a determination or order of the Contract Administrator he may, within seven (7) Calendar Days after receiving notice of the Contract Administrator's determination or order, notify the Chief Administrative Officer of his appeal with respect thereto and request a determination thereon from the Chief Administrative Officer.
- C20.2 If the Contractor disagrees with the Chief Administrative Officer's determination he may request that the dispute be referred to arbitration in accordance with C21, by providing notice to the Chief Administrative Officer within seven (7) Calendar Days after receiving notice of the Chief Administrative Officer's determination.
- C20.3 If the Contractor neglects or fails to observe fully and faithfully the above conditions, he shall be deemed to have accepted the Contract Administrator's determination and to have waived any said claim, at law or otherwise.

C21. ARBITRATION

Requests for Arbitration

- C21.1 If, at any time before the termination of the warranty period, any dispute, difference or question shall arise between the City and the Contractor regarding the Work, then any such dispute, difference or question may, with the consent of both the City Solicitor, on behalf of the City, and the Contractor, be referred to arbitration.
- C21.2 The party desiring arbitration (the "Requesting Party") shall request the consent of the other party (the "Other Party") to refer a particular dispute, difference or question to arbitration.
- C21.3 The Other Party shall reply to the request within seven (7) Calendar Days of receiving same.

Referral to a Single Arbitrator

- C21.4 If the Other Party has consented to arbitration, the Requesting Party shall nominate an arbitrator (the "Requesting Party's Nominee") within seven (7) Calendar Days of receiving the reply. The Other Party shall have seven (7) Calendar Days after receiving notice of the nomination to accept or reject the Requesting Party's Nominee.
- C21.5 If the Other Party accepts the Requesting Party's Nominee, the dispute, difference or question shall be promptly referred to him or her.

Referral to a Panel of Arbitrators

- C21.6 If the Other Party rejects the Requesting Party's Nominee, it shall, within seven (7) Calendar Days of rejection, appoint its own arbitrator.
- C21.7 The Requesting Party shall, within seven (7) Calendar Days of receiving the Other Party's rejection, appoint its own arbitrator.
- C21.8 The arbitrators appointed under C21.6 and C21.7 shall, within seven (7) Calendar Days of the date on which the last of them was appointed, appoint a third arbitrator (the "Panel Chair") who will act as chair of the arbitration panel.

General

- C21.9 The Arbitration Act (Manitoba) or any successor legislation thereto shall apply to the arbitration in all respects except as expressly otherwise provided in these General Conditions.
- C21.10 The single arbitrator or the Panel Chair, as the case may be, shall determine the procedure to be followed in the arbitration, which shall be consistent with The Arbitration Act (Manitoba) or any successor legislation thereto.

- C21.11 Where the matter proceeds with a single arbitrator, each party shall be responsible for its own legal expenses, expenses to produce expert evidence or other expenses voluntarily incurred, and for an equal share of the fees and expenses of the single arbitrator and of any other expenses related to the arbitration.
- C21.12 Where the matter proceeds with an arbitration panel, each party shall be responsible for its own legal expenses, expenses to produce expert evidence or other expenses voluntarily incurred, for the fees and expenses of the arbitrator appointed by it, and for an equal share of the fees and expenses of the Panel Chair and of any other expenses related to the arbitration.

C22. NOTICES

- C22.1 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under the Contract shall be in writing and shall be delivered by hand, by facsimile transmission (fax) or by mail.
- C22.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in C22.3 or C22.4, or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator.
- C22.3 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:
The City of Winnipeg
Chief Administrative Officer Secretariat
Attn: Chief Administrative Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174
- C22.4 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
- C22.4.1 Either party may, by giving notice, designate another address or addresses at which it will accept delivery of notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications.
- C22.4.2 Delivery to the Contractor's designated supervisor at the Site shall constitute delivery to the Contractor.
- C22.5 Any notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications given as provided herein shall:
(a) if delivered by hand, be deemed to have been received on the day of receipt;
(b) if delivered by facsimile transmission, be deemed to have been received on the day of transmission, if a Business Day, or if not a Business Day, on the Business Day next following the day of transmission; and
(c) if delivered by mail, be deemed to have been received on the second Business Day on which mail is delivered by Canada Post following the date of mailing.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the design and construction of a children's playground and site amenities.

D2.2 The major components of the Design Work include:

- (a) Concept development;
- (b) 66% design development and review meeting (s);
- (c) 99% design development and review meeting (s);
- (d) 100% drawings and specifications prepared for review and acceptance by the City of Winnipeg Review Team;
- (e) on-site supervision to ensure Work is constructed as per approved design and specifications.

D2.3 The major components of the Construction Work are as follows:

- (a) Removals, excavating, and rough grading for new play area(s) and seating area(s);
- (b) Supply and Installation of new play area(s) including play equipment, safety surfacing, edging to retain safety surfacing, sub-surface drainage (if required), and any other amenities that allow for and inspire play;
- (c) Supply and Installation of site furniture including benches(s), picnic table(s), waste receptacle(s), and fencing;
- (d) Supply and Installation of soft landscaping, including planting, plant bed preparation, and sodding; and
- (e) Supply and Installation of hard surfacing for seating area(s) and pathways.

D3. DEFINITIONS

D3.1 Notwithstanding C1.1, when used in this Request for Proposal:

- (a) "**Proposal**" means the offer contained in the Proposal Submission;
- (b) "**Proposal Submission**" means the portion of the Request for Proposal which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive Proposal;
- (c) "**Request for Proposal**" means the Proposal Submission, the Bidding Procedures, the General Conditions, the Supplemental Conditions, the Specifications, the Drawings and all addenda

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Shauna Prociuk
Urban Designer
City of Winnipeg
15-30 Fort Street

Winnipeg, Manitoba, R3C

Telephone No. (204) 986-3938

Facsimile No. (204) 986-7524

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

D5. CONTRACTOR'S SUPERVISOR

- D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.
- D5.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D6. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- D6.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- D6.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.
- D6.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

D7. NOTICES

- D7.1 Notwithstanding C22.3, 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

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 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.

D9. SAFE WORK PLAN

D9.1 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.

D9.2 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>

D10. INSURANCE

D10.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if required, 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), to remain in place at all times during the performance of the Work;
- (c) all risks course of construction insurance in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and The City of Winnipeg, at all times during the performance of the Work and until the date of Total Performance.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 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 on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D10.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D10.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D11. PERFORMANCE SECURITY

D11.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

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

D11.1.1 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.

D11.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award and prior to the commencement of any Work on the Site.

D12. DETAILED WORK SCHEDULE

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

D12.2 The detailed work schedule shall consist of the following:

- (a) a work breakdown schedule listing all items of work, when they will occur and by whom, or
- (b) another type of schedule acceptable to the Contract Administrator.

D12.3 Further to D12.2 the schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work.
R3B 1L1

SCHEDULE OF WORK

D13. COMMENCEMENT

D13.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

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

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.16;
 - (iii) safe work plan specified in D9;
 - (iv) evidence of the insurance specified in D10;
 - (v) the performance security specified in D11;
 - (vi) detailed work schedule specified in D12.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D13.3 The Contractor shall commence the Work on the Site no later than **September 15, 2010**.

D14. SUBSTANTIAL PERFORMANCE

D14.1 The Contractor shall achieve Substantial Performance by **October 29, 2010**.

- (a) No extra working days will be available for inclement weather, such as rain or snow days. Inclement weather is to be taken into account within the Contractor's Work Plan.

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 by **November 30, 2010**.

(a) No extra working days will be available for inclement weather, such as rain or snow days. Inclement weather is to be taken into account within the Contractor's Work Plan.

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 Substantial Performance in accordance with the Contract by the day fixed herein for Substantial 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 Substantial Performance during which such failure continues.

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

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

D17. SCHEDULED MAINTENANCE

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

(a) Maintenance of plant material as specified in E21;

(b) Maintenance of sod as specified in CW3510-R8.

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 C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D20. SAFETY

D20.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D20.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D20.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work.
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated.

D21. SITE CLEANING

D21.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.

D21.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.

D21.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

D22. INSPECTION

D22.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.

D22.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D23. DEFICIENCIES

- D23.1 Further to C10.5, the Contract Administrator may order the Contractor to alter or improve his methods, to increase or improve his Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.
- D23.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C18.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.
- D23.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.
- D23.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D23.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

MEASUREMENT AND PAYMENT

D24. PAYMENT

- D24.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D25. PAYMENT SCHEDULE

- D25.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D26. WARRANTY

- D26.1 Warranty is as stated in C12.

FORM H1: PERFORMANCE BOND
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

RFP NO. 172-2010

DESIGN AND CONSTRUCTION OF A CHILDREN'S PLAYGROUND AND SITE AMENITIES AT
KILDONAN PARK

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 D11)

(Date)

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

RE: PERFORMANCE SECURITY – RFP NO. 172-2010

DESIGN AND CONSTRUCTION OF A CHILDREN'S PLAYGROUND AND SITE AMENITIES AT
KILDONAN PARK

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 following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
CW 1110-R1	General Instruction
CW 1120-R1	Existing Services, Utilities and Structures
CW 1130-R1	Site Requirements
CW 2160-R7	Concrete Underground Structures and Works
CW 3110-R11	Sub-Grade, Sub-Base and Base Course Construction
CW 3130-R2	Supply and Installation of Geotextile Fabrics
CW 3310-R13	Portland Cement Concrete Pavement Works
CW 3325-R3	Portland Cement Concrete Sidewalk
CW 3330-R5	Installation of Interlocking Pavement Stones
CW 3510-R9	Sodding
CW 3540-R5	Topsoil and Finish Grading for Establishment of Turf Areas
CW 3615-R2	Riprap

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
K--L1	Kildonan Park Children's Playground – Overall Site Plan
K-L2	Kildonan Park Children's Playground – Potential Development Area

E1.3 Above drawing is available on request in AutoCAD .dwg format from the Contract Administrator.

E1.4 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B8.

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, the Designer 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.

E4.4 The Contractor must ensure safe access remains for people using the adjacent pool and spray park while the pool is open.

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. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY

- E7.1 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.
- E7.2 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.

E7.3 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.

E7.4 No separate measurement or payment will be made for the protection of trees.

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. PERMITS, NOTICES, LICENCES, CERTIFICATES, LAWS AND RULES

E9.1 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.

E9.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.

E9.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.

E9.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.

E9.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.

E9.6 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.

E10. PROTECTION OF SURVEY INFRASTRUCTURE

E10.1 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.

E10.2 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.

E10.3 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.

E10.4 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.

E10.5 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.

E11. STAKES AND MARKS

E11.1 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.

E11.2 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.

E11.3 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.

E11.4 The Contractor shall determine and provide all dimensions and elevations measured from the stakes or marks.

E11.5 The Contract Administrator shall be advised of the staking of the play area 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.

E12. SITE ENCLOSURES

- E12.1 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.
- E12.2 Site enclosures shall be considered incidental to the Contract Work.

E13. PRODUCT APPROVALS

- E13.1 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.
- E13.2 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.
- E13.3 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.
- E13.4 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.

E14. SITE RESTORATION

- E14.1 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.

SITE DEVELOPMENT

E15. SITE PREPARATION

- E15.1 Removals
- E15.1.1 Description
- (a) This Specification is supplemental to CW 3010-R4 and CW3110-R10.
 - (b) 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.
 - (c) Work shall include, but not necessarily confined to, the following:
 - (i) 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;
 - (ii) Removal and legal disposal of all items that are not to be retained in the proposed development.

E15.1.2 Construction Methods

- (a) The Contractor shall remove any existing pavement in accordance with CW 3110-R11.
- (b) Prior to beginning the earthwork and grading the Contractor shall clear the Site and remove all existing plant material to be removed, 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.
- (c) If any trees are to be removed this work must first be approved by the City Forester and the trees shall be assessed a financial value for replacement.**
- (d) 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.
- (e) 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.
- (f) 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 paving to produce a clean straight edge when excavating.
- (g) Any useable play equipment, identified by the Contract Administrator, shall be salvaged by the Contractor and stockpiled for pick up from a City representative.
- (h) 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.
- (i) 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.
- (j) Prevent damage to surface or underground utility lines which are to remain. Make good any damage.
- (k) 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-R11.
- (l) 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.
- (m) Contractor must coordinate with the Contract Administrator for a site inspection to ensure all removals have occurred.

E15.2 EXCAVATION AND GRADING

E15.2.1 Description

- (a) 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.
- (b) Work shall include, but not necessarily confined to, the following:
 - (i) Excavation, removals, sawcutting, disposal, subgrade compaction and rough grading of the existing Site for the construction of a new children's playground to the design requirements and the Specifications developed by the Designer,

- approved on site by the Contract Administrator, to depths as required for each surface;
- (ii) 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;
 - (iii) Supply and install imported fill in areas as required to ensure positive drainage;
 - (iv) Excavate, remove and legally dispose for play areas in accordance with the proposed design drawings and to the depths required for each play surface;
 - (v) Excavate, remove, legally dispose, rough grade and fill areas where items were removed and will not be replaced.

E15.2.2 Materials

- (a) All fill materials shall conform to CW 3170-R3.

E15.2.3 Construction Methods

- (a) 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.
- (b) The Contractor shall construct all sub-grades in accordance with Specification CW 3110- R11. Excavation will be performed as per Section 4.3 of CW 3110-R11. 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 subgrade level has been achieved. All surplus material will be disposed of in accordance with Section 3.4 of CW 1130-R1.
- (c) 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.
- (d) The Contractor shall excavate topsoil as per Section 4.3 of CW 3110-R11. Topsoil excavation is incidental to the unit price bid for removals, excavation and rough grading.
- (e) 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.
- (f) Prevent damage to surface or underground utility lines which are to remain. Make good any damage.
- (g) 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.
- (h) 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.
- (i) 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.
- (j) 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 reused 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.

- (k) 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.
- (l) The Contractor shall construct all subgrades in accordance with Specification CW 3110- R11. 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.
- (m) 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.
- (n) All work that will disturb soil within branch spread of trees to remain shall be approved first by the City Forester or designate.
- (o) 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.
- (p) 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.
- (q) 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-R11.
- (r) 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.
- (s) The Contractor is to coordinate the layout of play area 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.
- (t) Excavation should be coordinated with the installation of play equipment so as not to leave an open excavation area subject to ponding water.

E15.3 MATCHING EXISTING GRADES

E15.3.1 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.

E15.4 Sub-Surface Drainage

E15.4.1 Description

- (a) This Work shall consist of providing and placing a geocomposite prefabricated drain system if required in the final design. If a drainage system is used it shall be installed in accordance with these specifications and in close conformity with the locations and dimensions as shown on the final plans.

E15.4.2 Material

- (a) Drainage pipe will be Multi-Flow or approved substitute in accordance with B8. Drainage pipe will 150 mm (6"). The manufacturer will size and approve all fittings for use with Multi-Flow or approved substitute drainage pipe.

- (b) The drain conduit shall be of flexible, prefabricated, rounded rectangular shaped, composite product. The drain conduit will be wrapped with a non-woven geotextile and will be a non-woven needle-punched construction and consist of long-chain polymeric fibres composed of polypropylene, polyethylene or polyamide. The fibres will be oriented into a multi-directional stable network whereby they retain their positions relative with each other and allow the passage of water as specified. The fabric will be free of any chemical treatment or coating, which reduces permeability and will be inert to chemical commonly found in soil. The geotextile will conform to the following minimum average roll values.

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

- (c) The drainage core shall be made of a high-density polyethylene. The core shall be constructed using interconnected corrugated pipes that define and provide the flow channels and structural integrity of the drain. The geotextile shall function only as a filter. The core of the edge drain shall conform to the following physical property requirements.

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

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

- (d) Fittings
- (i) The fittings used with the edge drain shall be of a snap together design. In no case shall any drainage product be joined without the use of the manufacturers connector designed specifically for the purpose. Cleanouts will be provided as indicated on the drawing.
- (e) Pipe
- (i) Pipe for drain outlet laterals will be either 75 mm (3") PVC pipe meeting the requirements of ASTM D-2729 or ASTM F-949, or high-density polyethylene pipe meeting the requirements of AASHTO M252.
- (ii) A rodent screen made of 0.3 inch by 0.3-inch square opening size, 0.063-inch gauge, stainless steel or galvanized, welded wire mesh shall be installed in each outlet lateral line. When using galvanized welded wire mesh, the rodent screen shall be galvanized after it has been formed to the shape and dimensions shown on the plans or specified by the Contract Administrator.

E15.4.3 Backfill for Trenches

- (i) Backfill will be coarse sand whose particle size is defined as less than 5% retained on a # 10 screen and less than 5% passing through a # 30 (US Std Sieve) In no case will more than 1% pass a # 60 screen.

E15.4.4 Methods

- (a) The layout of the subdrain is to be marked on Site and approved by the Contract Administrator prior to trenching.
- (b) Subdrain is to be laid on the prepared surface to facilitate cross movement of water. Subdrain shall be installed below geotextile and in conformance with details provided.
- (c) Contractor is to protect subdrain from excessive weight during the duration of construction and to repair and make good any pipe collapsed prior to acceptance.
- (d) Fittings for the drain will be installed in accordance with the manufacturer's recommendations and Specification.
- (e) Any damaged edge drain or outlet lateral will be replaced or repaired by splicing in an undamaged section of drain at the Contractor's expense. The repair must be in accordance with the manufacturers specification and to the satisfaction of the Contract Administrator.

E15.5 Measurement and Payment

E15.5.1 Method of Measurement shall be as follows:

- (a) All Site Preparation, including removals, excavation, grading, and any required sub-surface drainage shall be measured on a lump sum basis for:
 - (i) "Site Preparation" on Form B: Prices.

E15.5.2 Basis of Payment Shall be as follows:

- (a) Site Preparation 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. PLAY EQUIPMENT

E16.1 This specification shall cover the supply and installation of the Play Equipment as listed below and specified herein.

E16.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the drawings and specifications.

E16.3 The Play Equipment shall:

- (a) The Play Equipment must provide the following play activities:
 - (i) Sensory play experiences (ie. tactile, sound);
 - (ii) Imaginative play (ie. store, theatre, kitchen);
 - (iii) Cooperative play;
 - (iv) Parallel play;
 - (v) Manipulative play (ie. sand and water);
 - (vi) Physical play (ie. climbing, hanging, gross motor skills).
- (b) The Proposal shall be evaluated as per B21.
- (c) Components which are unacceptable are the following:
 - (i) Wooden structures;
 - (ii) Tube (enclosed) slides and enclosed crawl tubes.

E16.4 Playstructures

E16.4.1 General Description

- (a) This specification shall cover the supply and installation of one or more Playstructures as specified herein.
- (b) Play equipment shall be installed in the play areas as per final design drawings.

E16.4.2 Materials

- (a) Posts / Caps
 - (i) All posts shall be a minimum 5" O.D. round or 4" square tubing.
 - (ii) 3.5 " O.D. round or 3.0" square tubing will be permitted in circumstances where a multi-deck structure has decks of varied heights which are all under 4', or for structures with 2 decks or less.
 - (iii) All posts shall be fabricated from either aluminum (0.125" min. wall thickness) or galvanized steel (0.120" min. wall thickness) tubing. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating. The bottom end of the posts is to be sealed with a moisture barrier.
 - (iv) Top caps shall be made of steel construction and shall be factory installed and secured in place with tamper proof, self-sealing rivets. Plastic top caps will be accepted if made of solid construction (hollow caps not accepted).
 - (v) If painted colour is a feature of posts and top caps, it shall be a baked-on polyester powder coating. The powder coating finish shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance.
- (b) Decks (if applicable)
 - (i) All decks shall be manufactured from vinyl-coated perforated steel or a steel core composite. Deck heights may vary to a maximum height of 6'.
- (c) Clamping System
 - (i) All deck, rail and play component clamping systems shall be fabricated from zinc plated, galvanized steel, stainless steel or aluminum. Tamper proof, corrosion resistant fasteners shall be used to retain clamping systems.
- (d) Handrails, Safety Rails and Handloops (if applicable)
 - (i) All handrails, safety rails and handloops shall be fabricated using a minimum of 15/16" (24mm) O.D. with a 120" wall thickness steel tubing. After all fabrication activities have occurred including end cuts, drill holes, bends and weld joints, all components shall be hot dipped galvanized.
 - (ii) Smooth all cut edges and weld joints prior to hot dip galvanizing and ensure that all tubing is free from burrs, cracks, defects and other imperfections.
- (e) Hardware
 - (i) All fasteners shall be socketed and tamper proof in design, and either carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel.
 - (ii) All necessary hardware shall be provided.
- (f) Poly Components
 - (i) Poly components such as slides and hoods shall be fabricated from U.V. stabilized, rotationally molded linear low-density polyethylene.
 - (ii) Poly components such as play panels shall be fabricated from compression molded solid colour, U.V. stabilized, high-density polyethylene.
- (g) Slides (if applicable)
 - (i) Stainless steel is preferred for slide beds, although a plastic slide may be used if there is a stainless steel slide also on the Site. North or east orientation preferred.

E16.4.3 Each playstructure shall have kick plates and hand loops as required to meet the most recent Canadian Standards Association Standards.

E16.4.4 Installation

- (a) Play equipment shall be installed as per manufacturer's specifications and in accordance with the most recent Canadian Standards Association Standards.
- (b) All posts and other vertical items shall be plumb and true to vertical, if so designed.
- (c) All decks shall be level, if so designed.

E16.5 Independent Components

E16.5.1 General Description

- (a) The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the specifications.
- (b) This specification shall cover the supply and installation of Independent Components as specified herein.
- (c) Independent Components shall be installed as per the proposed design, as the proposed budget will allow.

E16.5.2 Materials

- (a) All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all parts and materials.
- (b) There shall be a minimum (or no) amount of hollow plastic components. Solid plastic is acceptable.
- (c) There shall be a minimum amount of solid elements which limit visibility through the Site.
- (d) Fasteners
 - (i) All hardware shall be tamper-proof in design and requiring special tools. It shall be either carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel. All necessary hardware and tools shall be provided.
- (e) Finishes
 - (i) Finishes shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating.
- (f) Slides
 - (i) If an independent slide is proposed, stainless steel is preferred. If other slides are proposed on the Site one may be plastic. North or east orientation preferred. If independent slide over 4' high is proposed, support posts must be minimum 5"O.D.
 - (ii) Tube (enclosed) slides and plastic spiral slides will not be accepted.

E16.6 Swing Set

E16.6.1 General Description

- (a) The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the specifications.

E16.6.2 Materials

- (a) Topbeam
 - (i) All topbeams shall be fabricated from 3 1/2" O.D. 7 gauge, RS40 galvanized steel pipe OR 2 3/8" O.D. 5 gauge, RS40 galvanized steel pipe with anti-wrap swings. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating.
- (b) Legs

- (i) All legs shall be fabricated from 2 3/8" O.D. 10 gauge, RS40 galvanized steel pipe. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating. The bottom end of the posts is to be sealed with a moisture barrier.
- (c) Yoke Clamps
 - (i) All yoke clamps shall be either one piece construction and fabricated from 8 gauge, RS40 galvanized steel pipe or two piece, compression clamping cast aluminum or galvanized metal complete with tamper-proof hardware.
- (d) Swing Hangers
 - (i) All swing hangers shall be fabricated from galvanized malleable iron and have oil impregnated bearings pressed in.
- (e) Swing Chain
 - (i) All swing chain shall be 4/0 straight link, galvanized steel.
- (f) Enclosed Infant (Bucket) Seats
 - (i) All enclosed infant seats shall be moulded of U.V. stabilized, high quality, rubber with a tempered stainless steel reinforcement plate insert moulded inside, rendering the seats slashproof. Infant seats shall be fully enclosed to prevent slipping out and provide extra lower back support.
- (g) Hardware
 - (i) All fasteners shall be tamper proof in design, requiring special tools. The fasteners shall be either carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel.
- (h) Concrete Foundations
 - (i) Post shall be installed into a concrete footing the composition of which is detailed in E17.

E16.6.3 Installation

- (a) Installation shall be in accordance with Manufacturers specifications.
- (b) Top rail is to be level and posts securing anchored in concrete.
- (c) Swing seats shall not be installed until the protective surfacing (in accordance with E15.4) has been installed

E16.7 Method of Measurement and Basis of Payment

E16.7.1 Method of Measurement shall be as follows:

- (a) Play Equipment shall be measured on a lump sum basis for: "Play Equipment" on Form B: Prices.

E16.7.2 Basis of Payment shall be as follows:

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

E17. FOUNDATIONS

E17.1 General Description

- E17.1.1 All playground equipment posts, bases and anchors are to be set in concrete footings or piles to ensure stability and prevent frost heaving. An alternative to concrete footings or piles that may be approved includes a welded and secured rail mounting system. The current Standard Construction Specifications of the City of Winnipeg, CW 2160 –latest

revision - Concrete to be used in Underground Works, is to be utilized in the installation of the concrete works for all below ground components.

E17.2 Materials

E17.2.1 The specific concrete requirements shall be:

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

E17.3 Installation

E17.3.1 All posts and supports shall be centred in the concrete footing such that there is a complete collar of concrete around each post and support. Where posts are not perfectly centred there should be a minimum of 2" concrete at any point around the post.

E17.3.2 All concrete footings for play equipment shall be a minimum of 3' depth, or in accordance with Manufacturer's specifications, whichever is greater.

E17.4 Method of Measurement and Basis of Payment

E17.4.1 Method of Measurement shall be as follows:

- (a) Foundations shall be incidental to the measurement of Play Equipment listed above and as shown on Form B: Prices.

E17.4.2 Basis of Payment shall be as follows:

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

E18. MAINTENANCE KITS

E18.1 All play equipment shall include the supply of maintenance kits. Maintenance kits shall include maintenance manuals, complete manufacturer's parts lists, touch-up paint, PVC repair paint, 10% extra of each bolt, washer and any other hardware utilized on the play equipment, and all special tools necessary for assembly and maintenance.

E18.2 There shall be no payment for the maintenance kits.

E19. SAFETY SURFACING

E19.1 General Description

E19.1.1 This specification shall cover the supply and install of Safety Surfacing to be located under all Play Equipment. This Safety Surfacing shall comply with the current CSA standards and shall be a product that is easily wheeled over with the use of a wheelchair.

E19.1.2 The Safety Surfacing:

- (a) May be a single type of surfacing or a combination of different types;
- (b) Shall be able to wheel over by a wheelchair user without significant effort in a straight line and ninety degree turns through the major paths around and to the Play Equipment;
- (c) Shall be compliant with CAN/CSA-Z614-07 Children's Playspaces and Equipment and ASTM F1951-'99 Accessibility of Surfaces;
- (d) Shall be a durable and low maintenance product.

E19.1.3 Construction Methods

- (a) The Safety Surfacing shall be installed within the play area, as defined by the Proposal. The depth of material to directly correspond to maximum fall height of play equipment in accordance with manufacturer's specifications.
- (b) The installation of the safety surfacing shall be done immediately after the play equipment has been installed.
- (c) The Safety Surfacing must include any necessary drainage works to ensure there is no water remaining within the base of the safety surfacing or within the play area.
- (d) Installation shall be done by equipment sized to suit the Work being done.

E19.2 Method of Measurement and Basis of Payment

E19.2.1 Method of Measurement shall be as follows:

- (a) Safety Surfacing will be measured on a lump sum basis for the following:
 - (i) "Safety Surfacing" on Form B: Prices.

E19.2.2 Basis of Payment shall be as follows:

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

E20. SITE FURNITURE

E20.1 Description

E20.1.1 This specification shall cover the supply and installation of Site Furniture as included within the Proponent's Proposal.

E20.1.2 The Site Furniture shall include at minimum:

- (a) Benches with backs and arm rests;
- (b) Waste receptacles;
- (c) Fencing;
- (d) Any other site furniture as proposed in the Proponent's design.

E20.2 Materials

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 If picnic tables are proposed, some must be wheelchair accessible.

E20.2.3 All site furniture must be comprised of low maintenance, durable materials.

E20.2.4 The preferred material would be a composite material for benches and picnic tables, along with a metal frame, either galvanized, powder coated, or at minimum primed with rustoleum.

E20.2.5 Fencing shall be utilized to separate the play area from the vehicular traffic. This fencing will be visible to anyone entering the Park and therefore consideration must be given to aesthetics, durability and visibility through.

E20.2.6 All Site Furniture must be fully secured in place so that it cannot be easily removed from the site through acts of vandalism.

E20.2.7 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work.

E20.3 Construction Methods

- (a) All Work is to be located and installed in accordance with manufacturers 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;

E20.4 Method of Measurement and Basis of Payment

E20.4.1 Method of Measurement shall be as follows:

- (a) Site Furniture will be measured on a lump sum basis for:
 - (i) "Site Furniture".

E20.4.2 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.

E21. SOFT LANDSCAPING

E21.1 Description

- (a) This specification shall cover any proposed plant material and plant bed installation including planting soil and woodchips.

E21.2 Topsoil Mix for Plant Beds

- E21.2.1 Planting soil shall consist of black top soil, a fertile friable natural loam containing by volume not less than 4% and no more than 25% of organic matter for clay loams, and not less than 2% and no more than 25% for sandy loams, with an acidity value ranging from pH 6.0 to 8.0 and capable of sustaining vigorous plant growth. Topsoil is to be free of any mixture of subsoil, clay lumps and free of stones and other extraneous matter. It shall not contain couch or crab grass rhizomes.

E21.3 Woodchip Mulch

- E21.3.1 Mulch to be placed within proposed plant beds and around any newly planted trees.

- E21.3.2 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.

E21.4 Plant Beds

- E21.4.1 Excavation shall be in accordance with E15.

- E21.4.2 Upon excavation of the planting bed, the excavation shall be backfilled with a topsoil mixture to a depth to permit adequate installation and stabilization of the plant material. Topsoil shall be placed in accordance with City of Winnipeg Standard Construction Specification CW 3540-R5 to a minimum 400mm depth. Woodchip Mulch to be placed on top of planting beds to a depth of 100mm.

E21.5 Plant Material

E21.5.1 Description

- (a) This specification shall cover the supply and installation of nursery grown shrubs.

E21.5.2 Materials

(a) General

- (i) All nursery stock supplied shall be Canadian prairie nursery grown, of the species and sizes indicated on the drawings. Quality shall be in accordance with the latest "Guide Specification for Nursery Stock of the Canadian Nursery Trades Association".
- (ii) Any nursery stock dug from native stands, wood lots, orchards or neglected nurseries and which have not received proper cultural maintenance as advocated by the Canadian Nursery Trades Association shall be designated as "collected plants". The use of "collected plants" will not be permitted unless approved by the Contract Administrator.
- (iii) The Contract Administrator reserves the right to inspect the plant material at their original source, and to instruct the supplier on root and branch pruning requirements.
- (iv) Nomenclature of specified nursery stock shall conform to the International Code of Nomenclature for Cultivated Plants and shall be in accordance with the approved scientific names given in the latest edition of standardized Plant Names. The names of varieties not names therein are generally in conformity with the names accepted in the nursery trades.
- (v) Plants larger than specified may be used if approved by the Contract Administrator. The use of such plants shall not increase the Contract price.
- (vi) All nursery stock shall be measured when the branches are in their normal position. Height and spread dimensions specified refer to the main body of the plant and not from branch tip.
- (vii) All nursery stock shall be well branched, true to type, structurally sound, possess a well developed, undamaged root system and shall be free of disease, insect infestations, rodent damage, sunscald, frost cracks and other abrasion or scare to the bark. All parts of the nursery stock shall be moist and show live, green cambium when cut.
- (viii) At least one plant of each variety supplied shall bear a tag showing both the botanical and common name of the plant.

(b) Protection of Stock

- (i) All nursery stock shall be well protected from damage and drying out from the time of digging until the time of planting on site. All roots shall be cleanly cut; split roots are not acceptable.
- (ii) Nursery stock shall be transplanted with care to prevent damage. Branches shall be carefully tied in such a manner so as not to break or damage trunks. Points of contact with equipment shall be padded. All nursery stock, which cannot be planted immediately upon arrival at the site, shall be well protected to prevent drying out and shall be kept moist until commencement of planting.

(c) Wound Dressing

- (i) Horticulturally accepted non-toxic, non-hardening emulsion. Wound Dressing must be approved by Contract Administrator.

E21.5.3 Construction Methods

(a) General

- (i) Planting pits shall be excavated in a square shape with vertical sides to a depth and a minimum width amounting to twice the diameter of the root system. The excavated pits shall be refilled with backfill mix as per E21.2. Hand dig pits where required to protect underground utilities.

(b) Installation

- (i) Upon excavation of the pits, and protection of any underground utility lines, the holes shall be backfilled with a topsoil mixture to a depth to permit adequate installation and stabilization of the plant material.

- (ii) After inserting the plant and filling the planting hole with topsoil, water shall be poured in until the pit is thoroughly soaked. Filling of the hole shall then be completed and the fill-in soil shall be packed firmly around the roots, leaving a concave surface for convenient watering 75 mm below rounding and grade elevation. After filling, the planting shall be watered at frequent intervals.
- (iii) Planting shall be done during periods suitable to weather conditions and locally accepted practice. All nursery stock shall be set plumb in the centre of pits and at levels as shown on the planting details after settlement has taken place.
- (iv) Nursery stock shall be faced to give the best appearance or relationship to adjacent structures and to the approval of the Contract Administrator.

E21.5.4 Guarantee of Nursery Stock

- (a) The Contractor shall agree and guarantee to replace and replant any nursery stock found dead and/or in poor condition within two years from the date of the Certificate of Total Performance, at his cost. "Poor condition" shall be interpreted as meaning nursery stock on which branches are dying, or have not shown satisfactory growth of leaves. All replacements plants shall be installed within from the date of notification from the City, unless the City extends the time period, as a result of seasonal or climatic considerations.
 - (i) Exempted is nursery stock damaged by accidental causes or vandalism, which stock shall be replaced at the cost of the City.
 - (ii) All required replacements shall be by plants of at least the same size and species as specified, and shall be supplied and planted in accordance with the original drawings and Specifications, and the replaced material shall carry an additional two-year guarantee period. All plants must be in a healthy condition for a full two years before the warranty on the year will be considered fulfilled.

E21.6 Supply & Preplanting Care Of Trees

E21.6.1 The Contractor shall be responsible for supplying and transporting trees to the appropriate planting Sites.

E21.6.2 The Contractor shall coordinate the shipping of trees and excavation of tree pits to ensure no more than a maximum of a 24 hour time lapse has occurred between the plant material arriving on Site and the installation of that plant material.

- (a) Trees shall be transported with care taken to prevent damage:
- (b) Protect trees against abrasion, exposure and extreme temperature change during transit;
 - (i) Avoid binding of trees with rope or wire that would damage bark, break branches or destroy natural shape of tree;
 - (ii) Point of contact with equipment shall be padded;
 - (iii) Give full support to root ball of trees during lifting:
 - ◆ Each balled specimen shall be handled with sufficient care, so that the root balls shall not be broken;
 - ◆ Broken root balls or root ball consisting of loose soil will not be accepted and shall be replaced;
 - ◆ Broken roots of deciduous stock shall be pruned back prior to planting.
 - (iv) Trees with broken or damaged trunks or branches are not acceptable. Trees with damaged trunks, however caused, will be rejected. No exceptions shall be made in this respect;
 - (v) Keep roots moist and protected from sun and wind:
 - ◆ Trees that cannot be planted immediately shall be well protected against damage and drying out; if necessary, trees shall be heeled-in in a shaded area and watered well.

E21.7 Trees

- E21.7.1 Trees shall be the size and variety approved by the Contract Administrator. Plant material which does not have the specified root ball diameter as mentioned in plant list will be rejected.
- E21.7.2 All nursery stock supplied shall be Canadian prairie nursery grown, of the species and sizes indicated on the drawings. Quality shall be in accordance with the latest "Guide Specification for Nursery Stock of the Canadian Nursery Trades Association".
- E21.7.3 Any nursery stock dug from native stands, wood lots, orchards or neglected nurseries and which have not received proper cultural maintenance as advocated by the Canadian Nursery Trades Association, shall be designated as "collected plants". The use of "collected plants" will not be permitted unless approved by the Contract Administrator.
- E21.7.4 The Contract Administrator reserves the right to inspect the plant material at their original source or supplier, and to instruct the supplier on root and branch pruning requirements.
- E21.7.5 Nomenclature of specified nursery stock shall conform to the International Code of Nomenclature for Cultivated Plants and shall be in accordance with the approved scientific names given in the latest edition of standardized Plant Names. The names of varieties not names therein are generally in conformity with the names accepted in the nursery trades.
- E21.7.6 Plants larger than specified may be used if approved by the Contract Administrator. The use of such plants shall not increase the Contract price.
- E21.7.7 All nursery stock shall be measured when the branches are in their normal position. Height and spread dimensions specified refer to the main body of the plant and not from branch tip.
- E21.7.8 Where trees are measured by calliper (cal.), reference is made to the diameter of the trunk measured 300 mm above ground as the tree stands in the nursery.
- E21.7.9 All nursery stock shall be well branched, true to type, structurally sound, possess a well developed, undamaged root system and shall be free of disease, insect infestations, rodent damage, sunscald, frost cracks and other abrasion or scare to the bark. All parts of the nursery stock shall be moist and show live, green cambium when cut.
- E21.7.10 All trees shall have one only, sturdy, reasonably straight and vertical trunk and a well balanced crown with fully developed leader. All evergreens shall be symmetrically grown and branched from ground level up, and must be balled and burlapped unless noted otherwise on the plant list. At least one plant of each variety supplied shall bear a tag showing both the botanical and common name of the plant.
- E21.7.11 Protection of Stock
- (a) All nursery stock shall be well protected from damage and drying out from the time of digging until the time of planting on site. All roots shall be cleanly cut; split roots are not acceptable.
 - (b) Nursery stock shall be transplanted with care to prevent damage. Points of contact with equipment shall be padded. All nursery stock, which cannot be planted immediately upon arrival at the site, shall be well protected to prevent drying out and shall be kept moist until commencement of planting.
- E21.7.12 All nursery stock is to meet the requirements of this specification regardless as to whether it is supplied by the City or the Contractor.
- E21.8 Planting Soil for Trees
- E21.8.1 The planting soil shall be topsoil that complies with CW 3540, Section 5.2.
- (a) Further to CW 3540 Section 5.2, planting soil shall contain maximum ten percent (10%) organic matter (peat, rotted manure or composted material).
- E21.8.2 At the discretion of the Contractor Administrator, planting soil may be subject to tests for nitrate, phosphate, potassium, sulphate, pH, E.C. (salinity), and volume of organic matter, by a testing laboratory designated by the Contract Administrator.

E21.8.3 The Contract Administrator reserves the right to reject planting soil not conforming to the requirements of these Specifications.

E21.9 Water for Trees

E21.9.1 The Contractor shall provide water, so that

- (a) All costs to provide water for the watering operation and all associated costs shall be borne by the Contractor. These costs may include hydrant permit and meter rental fees.
- (b) Further to clause 3.7 of CW 1120-R1, the Contractor shall pay for all costs associated with obtaining water in accordance with the Waterworks By-law. Sewer charges will not be assessed for water obtained from a hydrant.

E21.9.2 Water shall be free of oils, acids, alkalis, salts and other substances that may be detrimental to plant growth. Water suitable for human consumption shall be acceptable without testing.

E21.9.3 Water from rivers and streams shall not be used without prior approval of the Contract Administrator.

E21.9.4 Should the Contract Administrator determine that water quality testing is necessary, an approved testing laboratory shall perform the test at the sole expense of the Contractor.

E21.10 Tree Protection/Support During Installation

E21.10.1 Upon completion of the planting operation, the Contractor shall slice open a 100 mm diameter x 600 mm long section of plastic weeping tile material and place around the base of each tree trunk.

E21.10.2 Stakes shall be T-rail iron stakes 40 x 40 x 5 x 1540 mm long, primed with 1 brush coat of zinc rich plant paint to CGSB 1-GP-191B. Stakes shall be uniform in style and colour.

E21.10.3 The guying straps shall be attached in accordance with the drawings referenced in SCD-517 and SCD-515 and shall be of a material that is non-abrasive to the tree to prevent girdling injury:

- (a) Hose-covered wire, flexible belting or any strong, soft wide strips of material is acceptable.

E21.10.4 Where wire is used, ensure ends are twisted tight:

- (a) Protruding ends are unacceptable.

E21.11 Tree Pits

E21.11.1 Tree Pits shall be excavated using the following methods:

- (a) Tree pits shall be minimum 2 times the diameter of the root ball.
- (b) Tree pits shall be excavated using a backhoe or hand shovel.
- (c) Pit depth shall be such that the top of the root ball is even with the existing grade

E21.11.2 The sides of all tree pits shall be scarified to the depth of one shovel blade.

E21.11.3 The bottom of all excavations shall be protected against freezing.

E21.11.4 Tree pits shall be left open for a maximum of 24 hours.

- (a) Pits that are left open overnight must be covered with a sheet of plywood and be marked with a minimum of one (1) safety cone.
 - (i) Plywood shall be a minimum thickness of 5/8".

E21.12 Tree Planting Period

E21.12.1 The Contractor shall not plant trees during periods of extreme heat, at the discretion of the Contract Administrator.

- (a) The City of Winnipeg reserves the right to refuse acceptance of any or all trees failing to meet the above timing restrictions.

E21.13 Tree Planting

E21.13.1 The Contractor is expected to plant trees as follows:

- (a) all trees shall be set plumb and shall be placed in the centre of the tree pit;
- (b) trees shall be placed on undisturbed soil and to a depth equal to that at which they were originally growing at the nursery.
- (c) once the tree has been set in its final position, burlap on the root ball shall be cut from the top 1/3 of the root ball:
 - (i) If a wire basket has been used, it shall be cut off from the top 1/3 of the root ball.
 - (ii) All twine shall be removed from the root ball.
- (d) after the root ball is prepared, fill tree pit with planting soil as per E9, in layers of 150 mm depth and compact the independent layers of soil by tamping;
- (e) tamp soil around root system to eliminate air voids;
- (f) grade the area around the tree according to the drainage type; and
- (g) All planting areas shall be levelled, raked and edged to give a neat appearance.

E21.13.2 Upon completion of the planting operation, the Contractor shall:

- (a) install tree trunk protection (as per E11.1 around the base of each tree trunk);
- (b) install stakes and straps (see E11.1 through E11.4), if deemed necessary;
- (c) if, upon inspection by the Contract Administrator or designate, it is determined that a stake is necessary (e.g. windblown tree) the Contractor shall be responsible for installing the stake and strap as requested;
- (d) form a water dish from the soil around the outside edge of the root ball with a berm 100 mm in height:
 - (i) Soil shall not be piled around the tree trunk.
- (e) install wood chips or other mulch (as per E12);
- (f) administer watering:
 - (i) watering must be done slowly to ensure that water does not run away from the root zone and so the top 300 mm of the soil around the root system of the tree are well saturated;
 - (ii) use a low-pressure open flow nozzle and hose; and
 - (iii) The water stream must not gouge out a hole in the soil or mulch.

E21.14 Topsoil and Sod

E21.14.1 Description

- (a) This Specification shall amend and supplement the City of Winnipeg Specifications CW 3510-R8, CW 3520-R5 and CW 3540-R4. The Contractor shall install mineral sod or seed and a minimum 75mm (for sod) or 100mm (for seed) compacted thickness of topsoil, as required.
- (b) Path, Shrub Beds and Play areas: The Contractor shall install topsoil and sod around the perimeter of newly constructed paths, sitting area, timber edging and shrub beds to clean up turf disturbed by the Work, if necessary.
- (c) 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 seed and topsoil unless otherwise directed by the Contract Administrator.

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

E21.14.2 Method of Measurement and Basis of Payment

- (a) Method of Measurement shall be as follows:
 - (i) Soft Landscaping will be measured on a square metre basis for "Soft Landscaping" on Form B: Prices.
- (b) Basis of Payment shall be as follows:
 - (i) Soft Landscaping 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.

E22. HARD LANDSCAPING

E22.1 Asphalt Walkway

E22.1.1 Description

- (a) This specification shall be done in accordance the City of Winnipeg's Standard Construction Specification CW 3110-R7 – "Sub-Grade, Sub-Base and Base Course Construction" and as per SCD-648.
- (b) Excavation shall be understood to include all removal of existing insitu material necessary to achieve finished grades, in accordance with E15.2.

E22.1.2 Construction Methods

- (a) Excavation shall be performed as outlined in CW 3310 –R7 – Item 3.2 – "Excavation".
- (b) If any pavement exists at the limits of the designated area of removal, these shall be saw cut for the full depth of the pavement prior to the demolition and removal operations. All costs in connection with saw cutting are incidental and shall be included in the unit price bid for excavation.
- (c) All excavated material shall be removed, hauled and disposed of off-site to the satisfaction of the Contract Administrator.

E22.1.3 Sub-Grade Compaction

- (a) Sub grade compaction shall be done in accordance with City of Winnipeg's Standard Construction Specification CW 3110-R7 - "Sub-Grade, Sub-Base and Base Course Construction".
- (b) Sub-grade compaction shall be performed as outlined in CW 3110 – R7 – item 3.3 – "Preparation of Sub-Grade and Placement of Sub-Base material.
- (c) Sub-grade shall be free of any fibrous organics, softened and disturbed soil. The prepared sub-grade shall be proof rolled with a heavy sheep's foot roller (min 25 passes) and inspected by the Contract Administrator to detect for any soft spots prior to the placement of overlying granular fills.

E22.1.4 Geotextile Fabric

- (a) Geotextile Fabric shall be placed in accordance with City of Winnipeg's Standard Construction Specification CW 3130 – "Supply and Installation of Geotextile Fabrics".
- (b) The separation/reinforcement geotextile fabric shall conform to the Products Approved as listed in City of Winnipeg Specification for Approved Products for Surface Works.
- (c) Separation/Reinforcement geotextile fabric shall be installed as outlined in CW 3110 - item 3.1 "Separation/Reinforcement Geotextile Fabric".

E22.1.5 Crushed limestone sub-base course material

- (a) Crushed limestone sub-base material shall be supplied and installed in accordance with City of Winnipeg's Standard Construction Specification CW 3110-R7 - "Sub-Grade, Sub-Base and Base Course Construction".
- (b) Crushed Limestone sub-base material shall be 50 mm (2") as specified and to the depth of 150 mm (6") as shown on the drawings.

E22.1.6 Excavation

- (a) Crushed limestone sub-base material shall be supplied and installed as outlined in CW 3110 -R7 – item 3.4 "Placement of Sub-Base Material with Geotextile Fabric".
- (b) All limestone sub-base material shall be placed and compacted as specified to a finished thickness as shown on the drawings.

E22.1.7 Crushed Limestone Base Course Material

- (a) Crushed limestone base material shall be supplied and installed in accordance with City of Winnipeg's Standard Construction Specification CW 3110-R7 - "Sub-Grade, Sub-Base and Base Course Construction".
- (b) Crushed Limestone base coarse material shall be 20 mm (3/4") as specified and to the depth of 50 mm (2") as shown on the drawings.
- (c) Crushed limestone base coarse material shall be supplied and installed as outlined in CW 3110 -R7 – item 3.5 "Placement of Base Course Material".
- (d) All limestone base coarse shall be placed and compacted as specified to a finished thickness as shown on the drawings.

E22.1.8 Asphaltic Pavement

- (a) Asphaltic Concrete shall be supplied and installed in accordance with City of Winnipeg Standard Construction Specification CW 3410-R5 – "Asphaltic Concrete Pavement Works".
- (b) Asphaltic Concrete shall be Type 1A as specified and to a thickness of 75 mm (3") as shown on the drawings.
- (c) Asphaltic Concrete shall be supplied and installed in accordance with the lines, grades and thickness shown on the Construction Drawings and to City of Winnipeg Standard Construction Specification CW 3410-R5. Asphalt shall be placed in one lift.

E22.1.9 Crack Sealing

- (a) As a warranty requirement, the Contractor shall rout and seal any and all cracks which may appear during the one-year warranty period. Crack sealing shall conform to the requirements of City of Winnipeg Standard Construction CW 3250 – R3.
- (b) No separate payment will be made for this item as it is considered a warranty issue and shall fall under G.C. 13 – Warranty.

E22.1.10 Quality Control for Hard Surfaced Areas

- (a) Further to Section 10, Quality Control, of CW 3110-R5 and CW 3410-R5, the Contract Administrator may obtain a qualified independent testing lab to conduct tests on materials to determine the acceptability of the sub-grade, sub-base, base course and asphaltic concrete as placed by the Contractor in accordance with the requirements of this Specification.
- (b) The Contractor shall not proceed with each granular fill placement or asphalt installation until test results have been reviewed and the approval to proceed is granted by the Contract Administrator.
- (c) The Contract Administrator will conduct a survey of the operation to verify installation of specified layer thickness.
- (d) Non-conformity with the specified test requirements or compacted layer thickness will constitute sufficient grounds for rejection of the Work.

E22.2 Concrete Walkway

E22.2.1 Description

- (a) The specification shall supplement City of Winnipeg Specification CW 3325-R3 and CW 3310-R13.

E22.2.2 Material

- (a) All material shall conform to Specification CW3325-R3 and CW 3310-R13 and all other applicable City of Winnipeg Specifications, whether listed herein or not.

E22.2.3 Supply of Materials and Equipment

- (a) The Contractor shall supply all materials and use equipment in accordance with Specification CW 3325-R3.

E22.2.4 Construction Methods

- (a) No concrete work shall commence until the excavation has been completed in accordance with Specification CW 3110-R11 and the drawings and has been approved by the Contract Administrator.
- (b) Sub-base compaction shall be in accordance with Specification CW 3110-R11.
- (c) Base Course to be installed to a depth of 150mm in accordance with Specification CW 3110-R11 and the drawings.
- (d) Concrete walkway shall be installed as shown on Drawings in accordance with Specification CW 3310-R13.
- (e) Walkway joints shall be constructed, where required, as directed by the Contract Administrator and shall be completed in accordance with Specification CW 3325-R3.
- (f) Concrete Placement for concrete walkways shall be installed to a depth of 125mm in accordance with Specification CW 3310-R13, Section 9.4.

E22.3 Pavers on Concrete Base

E22.3.1 Description

- (a) The specification shall supplement Specification CW 3310-R13, CW 3325-R3 and CW 3330-R5.
- (b) 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:
- (c) Excavation, supply and installation of concrete pavers on concrete base for areas as indicated on the Drawing.
- (d) Submit Full size sample of paving stones for Contract Administrator's approval. Deliver samples prepaid to Contract Administrator's business address and Notify Contract Administrator in writing, at time of submission of deviations in samples from requirements of Contract Documents

E22.3.2 Material

- (a) Concrete Mix shall be supplied as specified in CW 3310-R13 and CW 3325-R3
- (b) Concrete Unit Pavers: Barkman Holland or Borgert Holland , colour to be determined by Contract Administrator. Sizes to be 200mm x 100mm x 60mm;
- (c) Bedding sand shall be fine aggregate as specified in Section 5.3.1 of CW 3310-R13 and Section 5.2.3 of CW 3330-R5;
- (d) Filler Sand shall have a maximum aggregate size of 2.5mm.
- (e) Construction Methods
- (f) Excavation

- (i) Excavation shall comply with CW 3110-R11.
 - (ii) The excavation shall not extend beyond the specified limits of excavation. The limits of excavation shall be taken as a vertical plane 150mm beyond the limits of the proposed walkway, unless otherwise specified on the Drawings or in the Specifications for the Work.
 - (iii) The sub-grade shall be excavated to the minimum depth as shown on the drawings, unless otherwise directed by the Contract Administrator.
- (g) Preparation of Sub-Grade, Concrete Base and Bedding Sand
- (i) The construction of sub-grade shall be completed in accordance with CW 3110-R11 and to the depth as specified on the Drawings.
 - (ii) The concrete base shall be placed to a minimum thickness of 125mm. The surface shall be smooth, true to line, grade, and cross-section.
 - (iii) On top of the concrete base a 15mm layer of bedding sand shall be placed.
 - (iv) The bedding sand layer shall be spread and levelled so that the paving stones when installed are 5 mm higher than the finished grade. No more sand shall be spread than can be covered in one day by paving stones. The bedding sand layer shall not be compacted prior to laying the paving stones.
 - (v) The cost of supplying and placing bedding sand shall be incidental to the installation of the paving stones.
 - (vi) No paving stones shall be placed until construction of the underlying layers has been approved by the Contract Administrator.
- (h) Installation of Paving Stones
- (i) The paving stones shall be installed such that spaces between joints do not exceed 5 mm. Spaces between paving stones shall be uniform and consistent while maintaining straight and true patterns.
 - (ii) Work shall commence with edge stones along the longest straight section of curb or property line and work towards the opposite edge. Edge stones shall be used along the limits of the sidewalk.
 - (iii) If cutting of paving stones is required, the sawn or sheared edges shall be true, even and undamaged. Coloured mortar shall be used to fill small voids between blocks and curbs or other structures.
 - (iv) Paving stones shall be compacted into the sand layer using approved vibratory compactors until they are at the proper grade, uniformly level and free of any movement. Filler sand shall be swept into the joints until full.
 - (v) The cost of supplying and placing filler sand shall be incidental to the installation of the paving stones.

E22.4 Method of Measurement and Basis of Payment

E22.4.1 Method of Measurement shall be as follows:

- (a) Hard Landscaping will be measured on a lump sum basis for "Hard Landscaping" on Form B: Prices.

E22.4.2 Basis of Payment shall be as follows:

- (a) Hard Landscaping 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.

E23. CONSULTANT FEES

- E23.1.1 Consultant Fees shall include all drawing preparation, construction specification development and meetings required for a 66%, 99%, and 100% review of Work with the City Review Team.

- E23.1.2 It shall include all construction supervision required to ensure that the Children's Playground and Site Amenities are constructed to their approved design and specifications.
- E23.1.3 It shall include all related design fees, construction supervision, testing and disbursements required to design and construct an approved children's playground and site amenities for Kildonan Park.
- E23.2 Method of Measurement and Basis of Payment
- E23.2.1 Method of Measurement shall be as follows:
- (a) Consultant Fees shall be measured on a lump sum basis for "Consultant Fees" on Form B: Prices.
- E23.2.2 Basis of Payment shall be as follows:
- (a) Consultant Fees 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.