



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 608-2012

WESTDALE COMMUNITY CENTRE PLAYGROUND RENOVATION

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 WESTDALE COMMUNITY CENTRE PLAYGROUND RENOVATION

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 23, 2012.

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

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

B3. SITE INVESTIGATION

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

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D2.2(a).1.

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

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

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

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

B5. ADDENDA

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

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

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

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

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

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

B7. BID COMPONENTS

- B7.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices.

- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg, MB R3B 1J1
- B7.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B14.1(a).
- B7.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204 949-1178.
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.8.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8. BID

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

B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

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

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

B8.4.2 All signatures shall be original.

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

B9. PRICES

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

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

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

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. QUALIFICATION

B10.1 The Bidder shall:

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

B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and

- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba).

B10.4 Further to B10.3(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/Subcontractors 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/> .

B10.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

B11.1 Bids will not be opened publicly.

B11.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B11.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B12. IRREVOCABLE BID

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

B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B13. WITHDRAWAL OF BIDS

B13.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B13.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

- B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.
- B13.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B14. EVALUATION OF BIDS

- B14.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity or acceptable deviation there from (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B6.
- B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B14.4 Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B14.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B14.4.2 Further to B14.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B15. AWARD OF CONTRACT

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

- B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B14.
- B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B15.4 Notwithstanding C4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract, as defined in C1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the redevelopment of the playground at Westdale Community Centre.

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

- (a) Site preparation;
- (b) Supply and installation of landscape catch pit, including drain pipe and connection to existing catch basin;
- (c) Supply and installation of asphalt paving;
- (d) Supply and installation of chain link fencing;
- (e) Supply and installation of PebbleFlex protective surfacing systems;
- (f) Supply and installation of new play equipment;
- (g) Supply and installation of site furniture;
- (h) Supply, installation, and maintenance of sod.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is David Wagner Associates Inc., represented by:

Laurie Lamb Wagner
Landscape Architect
4-430 River Avenue
Winnipeg, Manitoba
R3L 0C6

Telephone No. (204) (204) 452-2426

E-mail Address: llamb@dwla.ca

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

D3.3 Bids Submissions must be submitted to the address in B7.5.

D4. CONTRACTOR'S SUPERVISOR

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

D5. NOTICES

D5.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor

shall be sent to the address or e-mail address identified by the Contractor in Paragraph 2 of Form A: Bid.

D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3, D5.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the e-mail address identified in D3.1.

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

The City of Winnipeg
Chief Financial Officer

Facsimile No.: 204 949-1174

D5.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services

Facsimile No.: 204 947-9155

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D7. SAFE WORK PLAN

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

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

D8. INSURANCE

D8.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg and David Wagner Associates Inc. added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or

damage including personal injuries and death resulting from any one accident or occurrence;

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

D8.2 Deductibles shall be borne by the Contractor.

D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.

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

D9. PERFORMANCE SECURITY

D9.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

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

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

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

D10. SUBCONTRACTOR LIST

D10.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D11. DETAILED WORK SCHEDULE

D11.1 The Bidder shall provide a detailed work schedule.

D11.2 The detailed work schedule shall consist of the following:

- (a) Ordering of play equipment and safety surfacing, refer to D13.3;
- (b) Delivery of play equipment;
- (c) Start of Work on Site;
- (d) Excavation and site preparation;

- (e) Installation of play equipment including the excavation of holes and concrete pouring for posts;
- (f) Installation of asphalt paving and safety surfacing;
- (g) Site development and site restoration;
- (h) Completion.

SCHEDULE OF WORK

D12. COMMENCEMENT

- D12.1 The Contractor shall not commence any Work until he/she is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.
- D12.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D7;
 - (iv) evidence of the insurance specified in D8;
 - (v) the performance security specified in D9;
 - (vi) the Subcontractor list specified in D10; and
 - (vii) the Detailed Work Schedule specified in D11.
 - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D12.3 The Contractor shall order the play equipment and safety surfacing within seven (7) Calendar Days of receipt of the Purchase Order and provide the Contract Administrator with written confirmation of the delivery date(s).
- D12.4 Construction shall start on Site within forty-two (42) Calendar Days of receipt of the Purchase Order.
- D12.5 The City intends to award this Contract by September 7, 2012.
- D12.5.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D13. SUBSTANTIAL PERFORMANCE

- D13.1 The Contractor shall achieve Substantial Performance within twenty-five (25) consecutive Working Days of the commencement of the Work as specified in D12.
- D13.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D13.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D14. TOTAL PERFORMANCE

- D14.1 The Contractor shall achieve Total Performance within thirty (30) consecutive Working Days of the commencement of the Work as specified in D12.
- D14.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D14.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D15. LIQUIDATED DAMAGES

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

D16. SCHEDULED MAINTENANCE

- D16.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Sodding as specified in E19.
- D16.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

D17. SITE RESTORATION

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

CONTROL OF WORK

D18. JOB MEETINGS

- D18.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need

to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

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

D19. DRAWINGS AND SPECIFICATIONS

- D19.1 The Contractor shall maintain one full size set of Drawings and Specifications on Site at all times during construction.
- D19.2 The Contractor shall maintain a set of record drawings on Site marking all Changes in Work to be submitted to the Contract Administrator at Total Performance.

D20. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D20.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

MEASUREMENT AND PAYMENT

D21. PAYMENT

- D21.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D22. WARRANTY

- D22.1 Warranty is as stated in C13.
- D22.2 Manufacturer's warranties on play equipment and safety surfacing shall apply.

FORM H1: PERFORMANCE BOND
(See D9)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

BID OPPORTUNITY NO. 608-2012

WESTDALE COMMUNITY CENTRE PLAYGROUND RENOVATION

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

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

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

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

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

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

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

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

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 608-2012
WESTDALE COMMUNITY CENTRE PLAYGROUND RENOVATION

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
L1	Existing Conditions and Removals Plan
L2	Development Plan
L3	Layout Plan
L4	Grading Schematic Plan
L5	Details
L6	Play Equipment

GENERAL REQUIREMENTS

E2. SITE ACCESS

- E2.1 Access to the Site will be determined at the pre-construction meeting. The access shall be provided and maintained by the Contractor at his own expense and approved by the Contract Administrator.
- E2.2 The Contractor shall be restricted to the Site access locations and routes only so that there is a minimum of disturbance to the existing ground surface. Damage to areas beyond the marked routes shall be repaired by and at the expense of the Contractor to the satisfaction of the Contract Administrator.

E3. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES

- E3.1 Further to C: 6.12, 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.
- E3.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would related to the Work.
- E3.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.
- E3.4 All Work shall be performed in compliance with Manitoba Workplace Safety and Health.
- E3.5 All Work shall be performed in compliance with Manitoba Workplace Safety and Health Fall Protection guidelines.

- E3.6 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 Safety and Health 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.

E4. PROTECTION OF SURVEY INFRASTRUCTURE

- E4.1 Further to CW1130, the Site has been cleared for survey monuments. The Geomatics Cleared Job Number 13941.

E5. DAMAGE TO EXISTING STRUCTURES AND PROPERTY

- E5.1 Further to C: 17, 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 Sites of the Work. For all damage incurred thereto in the performance of the Work, the Contractor shall upon instructions from and to the satisfaction of the Contract Administrator and the owners thereof, either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to, the Contract Administrator and the owners thereof. The cost of which shall be borne entirely by the Contractor. The Contractor shall also indemnify and save harmless the City and David Wagner Associates Inc. from all claims made directly or indirectly against it in respect to any such damage.

E6. EXISTING SERVICES AND UTILITIES

- E6.1 No responsibility will be assumed by the Owner for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface; the Owner shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.

E7. PROTECTION OF EXISTING TREES

- E7.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing trees within the limits of the construction area:
- (a) Trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2440 mm wood planks, or other suitable protection as approved by the Contract Administrator. Do not use nails or other fasteners that penetrate the tree trunk. The width and length of strapping may be reduced to suit the tree being protected as approved by the Contract Administrator.
 - (b) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches) where 1 inch diameter equals 1 foot measured from the outside edge of the trunk of the tree. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
 - (c) Operation of equipment within the drip line 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 entire ground surface located directly beneath the tree and radiating out to 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.
 - (d) Repair, replace and maintain tree protection materials during construction until the Project completion.

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

- E7.2 Obtain approval from the Contract Administrator to excavate within 2.0 M of a tree.
- E7.3 Excavate in a manner to minimize damage to the tree root systems. Keep exposed roots in excavations and trenches moist or shaded. If stockpiling of excavated soil material is required, stockpile in areas away from the tree roots if possible.
- E7.4 Prune exposed roots with equipment such as trencher, chain saws, root cutters or other methods acceptable to the Contract Administrator in a manner that will leave a neat, clean root end.
- E7.5 Take precautions to ensure tree limbs overhanging the Work area are not damaged by construction equipment. Contact the Forestry Branch for consultation or pruning of overhanging or damaged limbs and branches and other unanticipated problems with trees during the construction of the Works.
- E7.6 All damage or pruning required to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the Forestry Branch. Damages must be repaired by an Individual with a Manitoba Arborist Licence or by the Forestry Branch.
- E7.7 No separate measurement or payment will be made for the protection of trees.

E8. TEMPORARY UTILITIES

- E8.1 Further to C: 6.12, the Contractor shall 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.
- E8.2 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. SITE ENCLOSURES

- E9.1 Temporary Site enclosures, if determined necessary at the pre-construction meeting, shall be erected and maintained as required for the duration of the construction period.
- E9.2 Site enclosures shall be considered incidental to the Contract Work.

E10. LAYOUT

- E10.1 The Contractor is responsible for the layout of all Work. The Contractor is to coordinate the layout of all play spaces with the play equipment suppliers to ensure that CSA requirements are met.
- E10.2 The Contract Administrator shall be advised of the staking of the layout at least twenty-four (24) hours in advance in order that the layout may be inspected and adjusted as required prior to construction.

E11. CANADIAN STANDARDS ASSOCIATION

- E11.1 All playground equipment supplied and the method of installation shall be in accordance with the latest edition of the "National Standard of Canada, CAN/CSA-Z614-07".

E12. MAINTENANCE KITS

- E12.1 All play equipment shall include, at no extra cost, 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.

SITE WORKS

E13. REMOVALS

E13.1 General Description

- (a) This specification shall cover the removal of asphalt paving.

E13.2 Excavation and Removals

- (a) The boundary for the new Westdale Spray Park Development is shown on the Drawing L1. The extent of the asphalt removal shall be determined, in consultation with the Contract Administrator, prior to the Work starting.
- (b) The asphalt shall be saw cut in clean lines where removed asphalt meets remaining asphalt.
- (c) The existing asphalt paving and base material shall be removed and disposed of in a safe and legal manner.

E13.3 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured on a square metre basis, which price shall include all costs of excavation, removals, proper disposal and any associated Site restoration.
- (b) Items of Work:
 - (i) Removal of Asphalt Paving

E14. GRADING, SUB-GRADE, SUB-BASE AND BASE COURSE CONSTRUCTION

E14.1 General Description

- (a) Further to CW 3110 and CW 3170, this specification shall cover all aspects of:
 - (i) the excavation and removal of materials in the new play area and for the new asphalt path;
 - (ii) the supply and installation of granular materials in the new play area as the base for the safety surfacing, including site grading, preparation of sub-grade and compaction;
 - (iii) the supply and installation of granular materials as the base for the asphalt paving, including site grading, preparation of sub-grade and compaction;
 - (iv) the grading and preparation of areas for topsoil and sodding.

E14.2 Materials

- (a) Clean clay fill material shall be used in areas requiring non-aggregate backfill or to replace unacceptable material excavated from the Site.
- (b) Granular Sub-base:
 - (i) 50mm down crushed limestone
- (c) Granular base:
 - (i) 20mm down crushed limestone
- (d) Granular base for the PebbleFlex safety surfacing:
 - (i) 20mm down crushed limestone
 - (ii) 6mm down crushed limestone topping
- (e) Geotextile Fabric:
 - (i) Non-woven type as per CW 3130.

E14.3 Methods

- (a) Bench marks or control points shall be set up and maintained on the Site so that sub-grade, topsoil grades and finished sod grade can be verified throughout construction and as specified herein and on the Drawings.
- (b) Layout is to be established on Site prior to excavation operations and reviewed by the Contract Administrator.
- (c) Layout shall be as shown on the Drawings to adequately provide protective surfacing area around play equipment, based on the most recent CSA safety zone requirements.
 - (i) Contractor is to confirm and warrant that the play equipment complete with the required safety zones will fit within the safety surfacing area as laid out on Site.
- (d) Existing turf, sand protective surfacing and any other extraneous materials shall be removed from the construction area and disposed of in a safe and legal manner.
- (e) The construction area is to be excavated or filled to achieve rough grade.
 - (i) Rough grade is to be to levels, profiles and contours allowing for surface treatment as indicated on Drawings and as specified herein.
 - (ii) Areas that are to receive Turf Renovation are to be prepared to the depth required for topsoil and sod as specified in E22. This Work shall be incidental to the Turf Renovation.
 - (iii) Areas that are to receive Asphalt Paving are to be prepared to the depth required for the specified paving.
 - (iv) Areas that are to receive Safety Surfacing are to be prepared to the depths required for the specified depths of surfacing and according to the safety surfacing manufacturer's specifications.
- (f) Wherever the proposed Site grading is to meet existing Site grades, the grades are to match and positive Site drainage is to be maintained.
- (g) In fill areas, the Contractor shall scarify the existing ground to a minimum depth of 150mm prior to the placement of any fill. Should imported clean fill be required, it shall be considered incidental to the Work.
- (h) Compaction 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 95% Proctor Density.
- (i) Sub-Grade Preparation for Granular Bases
 - (i) As per CW3110.
 - (ii) Clean fill shall be compacted to 98% SPD where necessary to obtain required sub-grade elevations.
 - (iii) Geotextile Fabric: CW 3130, for areas to receive new asphalt paving and base materials.
- (j) Base Courses for New Asphalt Paving
 - (i) As per CW3110 and as shown on SCD-648.
 - (ii) Compacted to a minimum of 95% SPD.
- (k) Base Courses for Safety Surfacing
 - (i) As per CW3110, Drawings and the safety surfacing manufacturer's specifications.
 - (ii) Base – 50mm depth, compacted.
 - (iii) Topping – 50mm depth, compacted.
 - (iv) Compacted to a minimum of 95% SPD.

E14.4 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured on a square metre basis, for the Items of Work listed below, which price shall include all

costs of removal and proper disposal, supply and proper installation of sub-base and base materials, site grading and any associated Site restoration.

- (b) Items of Work:
 - (i) Sub-base and Base Preparation for Asphalt Paving
 - (ii) Sub-base and Base Preparation for Safety Surfacing

E15. SUB-SURFACE DRAINAGE

E15.1 General Description

- (a) Further to CW 2030, CW 2130 and SD-025, this Work shall include the supply and installation of a complete sub-surface drainage system, including:
 - (i) Supply and installation of a Big 'O' drain system.
 - (ii) Supply and installation of a landscape catch pit and connection to the Big 'O' drainage system.
 - (iii) Connection of the Big 'O' drainage system to the existing catch basin.

E15.2 Materials

- (a) Catch Pits
 - (i) The catch pit shall be 250mm (10") Nyloplast Catch Pit with one 100mm outlet as shown on the Drawings, or approved substitute in accordance with B6.
- (b) Big 'O' Drain System
 - (i) Big 'O' - 100mm high density polyethylene perforated corrugated tubing c/w sock, or approved substitute in accordance with B6.
 - (ii) Fittings as specified by the manufacturer.
- (c) Drain Outlets
 - (i) Pipe for drain outlets shall be either PVC pipe meeting the requirements of ASTM D-2729 or ASTM F-949, or high density polyethylene pipe meeting the requirements of AASHTO M252.2.4.
- (d) Granular Backfill
 - (i) Backfill for the trenches shall be 6mm clean washed stone.
 - (ii) Sand for the top of the trenches shall 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 screen. (US Std Sieve) In no case shall more than 1% pass a #60 screen.
- (e) Geotextile: non-woven fabric to CW 3130.

E15.3 Methods

- (a) The existing catch basin shall be inspected prior to having any work done on it and any damage found shall be reported to the Contract Administrator.
- (b) The catch pit is to be installed as shown on the Drawings.
- (c) The layout of the sub-drain system is to be marked on Site and reviewed by the Contract Administrator.
- (d) Trenches are to be excavated with a trenching machine or by hand. Trenches are to be inspected by the Contract Administrator prior to backfilling. Locations, where the trench crosses existing utilities, irrigation pipes and all other sub-surface pipes or fixtures, are to be excavated by hand. The amount of trench excavated at any time shall not exceed the amount of drain that can be set and backfilled completely prior to the end of that Working Day. Trench width and depth shall be as specified on the Drawings.
- (e) The bottom surface of the trench is to be free of looses particles and is to have the slope shown on the Drawings. Over excavation in the bottom of the trench shall be backfilled to the proper grade with the excavated material or granular prior to the placement of the drain. Where material is used to fill the trench to the proper elevation that material shall be

compacted to 95% of standard proctor density using appropriate means. Where the trench is to pass through an area of existing turf, the excavated material is not to remain on the grassed surface for a period of longer than 24 hours. All excavated material shall be removed from the Site daily and disposed of legally.

- (f) The grades of the bottom of the trenches are to be reviewed by the Contract Administrator prior to installation of pipe.
- (g) Big 'O' drain pipe is to be installed as shown on the Drawings.
- (h) Trench is to be backfilled according to detail Drawings. Backfill shall be placed in maximum of 30 cm loose lifts. Backfill is to be lightly tamped into place to eliminate any voids.
- (i) Fittings for the drains shall be installed in accordance with manufacturer's recommendations.
- (j) Any damaged drain system shall be replaced or repaired by splicing in an undamaged section of like material at the Contractor's expense.
- (k) Connections to the existing catch basin shall be below the ground surface and grouted into place as per CW 2130 and SD-025.
- (l) Trenches are to be covered with geotextile fabric and sand as specified on the Drawings. The sand is to be tamped and watered into place prior to sodding.
- (m) Prior to completion of the project the Contractor shall clean out the catch basin of all debris.
- (n) The Contractor shall be responsible for restoration of any damages caused during the Work under this section.

E15.4 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured on a lump sum basis, for the Items of Work listed below, which price shall include all costs of excavation and trenching, material supply, fittings, proper material installation, backfill, Site restoration and all other items incidental to the Work.
- (b) Items of Work:
 - (i) Landscape Catch Pit and 20M of Big 'O' Pipe
 - (ii) Connection to Existing Catch Basin

E16. ASPHALT PAVING

E16.1 General Description

- (a) Further to CW 3410, this specification shall cover the supply and installation of asphalt as shown on the Drawings.

E16.2 Materials

- (a) As per CW 3410.
- (b) 10mm aggregate is to be used in the asphalt mix.

E16.3 Methods

- (a) As per CW 3410 and as shown on the Drawings.
- (b) Asphalt Work shall be coordinated with the installation of play equipment and safety surfacing.
- (c) Path widths and paved areas are indicated on the Drawings.
- (d) The paths and paved areas must be constructed to the grades shown on the Drawings.
- (e) The sub-base shall inspect by the Contract Administrator prior to the installation of asphalt.

- (f) The Contractor is to ensure that the adjacent materials and surfaces remain clean and free of asphalt. Over pour of asphalt and excess granular base shall be removed prior to acceptance of the asphalt paving.

E16.4 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured on a square metre basis, for the Items of Work listed below, which price shall include all costs of supplying and installing asphalt paving and any associated Site restoration.
- (b) Items of Work:
 - (i) Asphalt Paving

E17. SAFETY SURFACING

E17.1 General Description

- (a) This specification shall cover the supply and installation of PebbleFlex Non-Porous safety surfacing system, or approved substitute in accordance with B6.
- (b) PebbleFlex Non-Porous is a non porous thermoplastic aliphatic polyurethane pebble surface. The system is 100% colour throughout. The two-part AquaFlex HC binder is 100% solids aliphatic polyurethane. Any equal product must be polyurethane based, not rubber based such as EPDM or TPV, must include a two component aliphatic polyurethane binder and must be 100% colour throughout. Any black rubber recycled material is not considered equal.

E17.2 Submittals

- (a) The manufacturer's detailed installation procedures and specifications shall be supplied to the Contractor and the Contract Administrator and shall be considered part of these specifications.
- (b) Manufacturer's written instructions for maintenance procedures and all materials with respect to warranty shall be supplied to the Contract Administrator.
- (c) The Contractor shall confirm with the Contract Administrator the final design, layout and colours of the PebbleFlex prior to ordering.

E17.3 Materials

- (a) Product: PebbleFlex Non-Porous surfacing system for playgrounds.
- (b) Top Layer
 - (i) AquaFlex HC two component aliphatic polyurethane Binder/Primer, PebbleFlex aliphatic thermoplastic polyurethane Pebbles, PebbleFlex clear two-part aliphatic polyurethane grout in high wear areas.
 - (ii) Samples are to be submitted to the Contract Administrator prior to final mixing and installation.
- (c) Impact Layer
 - (i) The impact layer is to be a composite of foam and rubber. The foam material shall be 100% recycled cross-link closed cell polyethylene foam that is heat sealed together. The rubber is to be select SBR rubber strands of not more than 25mm (1") in length.
- (d) Finish Texture: Pebble grain.
- (e) Colours: Black/Grey/Tan blend.

E17.4 Installation Requirements

- (a) The PebbleFlex system shall conform to the latest CSA safety zone requirements and fall heights for the play equipment being installed.

- (b) The safety surfacing shall be installed by a PebbleSoft Technologies - PebbleFlex Certified Contractor only and to manufacturer's specifications.
- (c) Temperatures must remain above 10°C (50°F) throughout the installation and curing processes. Surfaces must be dry and there should be no rain in the immediate forecast.
- (d) The Site must be secured against vandalism during the installation and curing processes.
- (e) The surfacing shall be subject to testing upon completion.

E17.5 Methods

- (a) Asphalt Surface Preparation
 - (i) PEBBLEFLEX CANNOT BE INSTALLED OVER ASPHALT CURED FOR LESS THAN 15 DAYS.
 - (ii) Asphalt shall be broom scrubbed using a degreaser to remove any surface oils. Power wash any contaminants off the surface. Allow to dry for 24 hours.
- (b) Granular Surface Preparation
 - (i) Further to E14.3(k), the compacted granular shall be to the depths and levels required for the proper installation of the safety surfacing system. The base is to be sloped at a minimum of 1% (1/8"/ft.) to ensure proper drainage.
- (c) Curb Preparation
 - (i) The layout of the outer edge of the safety surfacing shall be in smooth flowing curves as shown on the drawings.
 - (ii) A 9mm x 25mm (3/8"x1") keyway groove shall be cut into the asphalt paving around the entire play area. The groove shall be swept clean and be free of all residue.
- (d) Installation
 - (i) The safety surfacing shall be installed in strict accordance and conformity to the manufacturer's drawings and specification. The thickness of the impact layer will be installed according to the fall height(s) of the play equipment and the requirements must be verified in the field prior to the installation of the impact layer.
 - (ii) The manufacturer's minimum specified depth or greater shall be installed and it is to meet the test results of the finished surface as expressly required by the manufacturer's specifications.

E17.6 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured on a lump sum basis for the Items of Work listed below, which price shall include all costs of material supply, proper material installation and all other items incidental to the Work.
- (b) Items of Work
 - (i) Safety Surfacing

E18. CHAIN LINK FENCING

E18.1 General Description

- (a) Further to CW 3550, this specification shall cover the removal of existing chain link fencing, and the supply and installation of new chain link fencing.

E18.2 Materials

- (a) Chain link fencing as specified in CW 3550 and on Drawings.
- (b) Fencing to match existing chain link fencing in height.

E18.3 Methods

- (a) As per CW 3550 and the Drawings.
- (b) Existing chain link fencing shall be removed and disposed of in a safe and legal manner.

- (c) New fencing is to connect to end post of existing fencing.
- (d) The post on the existing fence on the other side of the proposed walkway is to have a new post cap installed.

E18.4 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the lump sum Unit Price for the Items of Work listed below, which price shall include all costs of fence removal, material supply, proper material installation and all other items incidental to the Work.
- (b) Items of Work
 - (i) Chain Link Fencing

E19. TURF RENOVATION

E19.1 General Description

- (a) This specification shall cover the site preparation and the supply and installation of topsoil and sod for the renovation of turf.

E19.2 Materials

- (a) Topsoil: As per CW 3540.
- (b) Sodding
 - (i) As per CW 3510.
 - (ii) Sod shall be mineral base.

E19.3 Methods

- (a) Areas to be sodded shall be excavated and/or filled with clean fill and rough graded to meet the grades required for the installation of topsoil and sod and as shown on the Drawings. Surplus materials shall be removed off-site in a legal manner.
- (b) No area for Turf Renovation shall be less than the width of a full piece of sod.
- (c) Where Turf Renovation meets existing turf, the edges are to be cut neatly in straight lines and new sod is to be installed to match the existing grades of the surrounding turf. Positive drainage away from play areas is to be maintained.
- (d) Seams between new and old turf are to be topdressed, seeded and rolled.
- (e) The raising of the grade around the perimeter of the play areas shall be considered incidental to the Turf Renovation.
- (f) Only those areas shown on the Drawings as Turf Renovation shall be paid for under this section. All other Site restoration shall be considered incidental to other Works.

E19.4 Maintenance Period

- (a) The Contractor shall maintain the sod for 30 Calendar Days after the completion of the installation or until such a time as the turf is established in accordance with CW 3510.

E19.5 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured on a square metre basis, for the Items of Work listed below, which price shall include all costs of removals and disposal, material supply, sub-grade preparation, proper material installation, maintenance and all other items incidental to the Work.
- (b) Items of Work
 - (i) Turf Renovation

E20. FOUNDATIONS

E20.1 All playground equipment posts, bases and anchors are to be set in concrete footings or piles to ensure stability and prevent frost heaving. The current Standard Construction Specifications of the City of Winnipeg, CW 2160 – Concrete Underground Structures and Works, is to be utilized in the installation of the concrete works for all below ground components.

E20.2 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 20 mm, nominal;
- (d) slump 80 ±20 mm;
- (e) maximum water/cement ratio 0.49.

E20.3 Installation

- (a) Contractor shall notify the Contract Administrator at least 48 hours prior to installation of concrete, so that footings may be inspected in advance of concrete being poured.
- (b) Playstructure posts shall have a minimum 300mm (12") diameter concrete footing and shall be centred in the concrete footing to provide a minimum 50mm (2") band of concrete on all sides.
- (c) All concrete footings for play equipment shall be a minimum of 900mm depth or in accordance with manufacturer's specifications, whichever is greater.
- (d) Work under this section is considered incidental to the installation of play equipment and site furniture.

E21. SITE FURNITURE

E21.1 General Description

- (a) This specification shall cover the ordering, pick up and installation of site furniture as shown on the Drawings.

E21.2 Materials

- (a) Benches
 - (i) Cascades Contour Bench, 1.8M (72") long, black metal frame, grey recycled plastic (#230), with inground mount and two armrests.
- (b) Waste Receptacle
 - (i) Metal Stat Type, as per SCD-119, Product #52501062, manufactured by the City of Winnipeg, black finish.
 - (ii) The contact for the waste receptacles is:
Aaron Lennon
Supervisor of Central Repair/Manufacturing Facility
City of Winnipeg
Fax No.: (204) 783-1248
Email: alennon@winnipeg.ca
- (c) Bike Rack
 - (i) Madrax Circa 2000 Bike Rack, #CIR-6-IG -P, inground mount, or approved substitute in accordance with B6.
 - (ii) Colour: Patriot Blue

E21.3 Methods

- (a) Waste receptacle is to be purchased from the City and installed according to Drawings and City specifications.

- (b) All site furnishings are to be installed according to manufacturer's specifications, 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.
- (c) All furnishings are to be installed plumb and true to correct elevations. The Contractor shall confirm proposed locations with the Contract Administrator prior to installation.
- (d) Where site furniture is located on asphalt, the asphalt work is to be completed and inspected prior to installation. The foundation holes are to be neatly formed or cut into the asphalt and the concrete foundations are to be finished cleanly and flush with the asphalt.
- (e) Site furnishings are to be kept clean of any granular, concrete, asphalt or other materials. Any damaged surfaces shall be touched-up to the satisfaction of the Contract Administrator.

E21.4 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured on a per unit basis, for the Items of Work listed below, which price shall include all costs of proper material installation. Site restoration work and required foundations shall be considered incidental to the Work.
- (b) Items of Work:
 - (i) Benches
 - (ii) Waste Receptacle
 - (iii) Bike Rack

PLAY EQUIPMENT

E22. GENERAL

- E22.1 This specification shall cover the supply and installation of the Play Equipment as listed below and specified herein.
- E22.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the drawings and specifications.
- E22.3 The Contractor shall obtain all approvals including the requisite Development Permit.
- E22.4 The Contractor shall be responsible for the layout of all play equipment and thus the extent of the safety surfacing required to comply with CSA standards.
- E22.5 The Contractor shall confirm with the Contract Administrator the final design, layout and colours of the play equipment prior to ordering the equipment.

E23. PLAYSTRUCTURE

- E23.1 This specification shall cover the supply and installation of the accessible playstructure, as shown on the Drawings.
- E23.2 Products
 - (a) Landscape Structures Inc custom Playbooster, product # 60029-1-6 and as depicted on the attached Drawings, or approved substitute in accordance with B6.
 - (i) The structure shall have components designed to complement the shapes and colours of the Vortex spray toys in the adjacent Splash Park.
 - (ii) The structure shall be primarily for younger children (ages 2-5) with some components of interest to older children (ages 5-12).
 - (iii) At least one slide shall be accessible via a transfer module.

- (iv) The play equipment shall be vandal resistant and provide good visibility from the street with limited solid panels.

E23.3 Shop Drawings

- (a) Further to CW 1110, shop drawings shall be submitted to the Contract Administrator for all the play equipment specified in this Section, within seven (7) Calendar Days of receipt of a Purchase Order.
- (b) Shop Drawings shall include, but not be limited to:
 - (i) Layout and configuration of equipment including required safety zones
 - (ii) Colours
 - (iii) Custom graphics or products

E23.4 Materials

- (a) Posts / Caps
 - (i) All posts shall be a minimum of 127 mm (5") O.D. round tubing. All posts shall be fabricated from aluminum (0.125" min. wall thickness) tubing with a baked-on TGIC polyester powder coating. The powder coating finish shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating prior to powder coating. The bottom end of the posts is to be sealed with a moisture barrier.
 - (ii) Top caps for posts shall be aluminum die cast and powder coated the same as the post colour. All caps shall be factory installed and secured in place with tamper proof, self-sealing rivets.
- (b) Decks
 - (i) All decks shall be manufactured from vinyl-coated, perforated steel.
 - (ii) Increments between deck heights shall be 200 mm (8") unless connected by a climbing component.
- (c) Clamping System
 - (i) All deck, rail and play component clamping systems shall be fabricated from zinc plated, and galvanized steel, stainless steel or aluminum, and baked-on polyester powdercoated to match post colour unless noted otherwise. Tamper proof, corrosion resistant fasteners shall be used to retain clamping systems.
- (d) Handrails, Safety Rails and Handloops
 - (i) All handrails and safety rails shall be fabricated using a minimum of 1 1/8" O.D. with a 0.120" 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 and baked-on polyester powdercoated.
- (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.
- (f) Poly Components
 - (i) Poly components such as play panels and handloops shall be fabricated from compression moulded solid colour, U.V. stabilized, high-density polyethylene.
 - (ii) Poly components such as slides and hoods shall be fabricated from U.V. stabilized, rotationally moulded linear low-density polyethylene.
- (g) Steel Slides
 - (i) Steel slides are to be 16-gauge 304 stainless steel.

E23.5 Play Components:

- (a) The following play components are to be included on the Playstructure, or approved substitute in accordance with B6.

- (i) one (1) Curved Transfer Module to 32" deck;
 - (ii) one (1) Deck Link c/w hand rails, two steps;
 - (iii) one (1) Stainless Steel Slide, 48" deck, straight slide with poly hood;
 - (iv) one (1) Arch Bridge with Barriers, 42" length;
 - (v) one (1) Loop Ladder, 48" deck;
 - (vi) one (1) Driver Reach Panel, permalene panel with graphics c/w one (1) Steering Wheel, below deck;
 - (vii) two (2) Arches c/w Evos ball clamp;
 - (viii) one (1) Canyon Climber;
 - (ix) one (1) Slidewinder2 Poly Slide, 56" deck;
 - (x) one (1) Cliffclimber, inclined plank with chain;
 - (xi) one (1) Logo Climber, twisted pipe climber to 56" deck;
 - (xii) two (2) Wobble Pods;
 - (xiii) one (1) Disk Challenge with three (3) discs;
 - (xiv) one (1) Hemisphere Climber c/w three (3) Evos ball clamps,
 - (xv) one (1) Gyro Twister.
- (b) The playstructure shall have grab bars, kickplates and handhold panels as required to meet the most recent Canadian Standards Association standards.

E23.6 Colours

- (a) Limon – Posts, poly slide, slide hood;
- (b) Denim – Hemisphere climber, Evos post for Gyro Twister, posts with arches only, handholds, discs, and barriers.
- (c) Tangerine – All metal components, clamps and wobble pods;
- (d) Grey – Decks and Tender-Tuff;
- (e) Tangerine with black graphics and red steering wheel – Driver Reach Panel.
- (f) Limon on denim – Cliffclimber.
- (g) Evos ball clamps are to be limon, denim, tangerine and red depending on location.

E23.7 Installation

- (a) The playstructure shall be installed as per the Canadian Standards Association standard. All posts and other vertical items shall be true to vertical. All decks, if so designed, shall be level. For foundations refer to Clause E20.
- (b) The playstructure shall be installed by factory certified installers only and to manufacturer's specifications.
- (c) Installation of the playstructure shall be coordinated with associated Site development Work. The playstructure shall be secured and rendered unusable until protective surfacing is in place.

E23.8 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the unit price for the "Items of Work" listed below, which price shall include all costs of supply and installation.
Items of Work:
 - (i) Playstructure

E24. INDEPENDENT PLAY COMPONENTS

E24.1 General Description

- (a) This specification shall cover the supply and installation of independent play equipment as shown on the Drawings.

E24.2 Shop Drawings

- (a) Further to CW 1110, shop drawings shall be submitted to the Contract Administrator for all the play equipment specified in this Section, within seven (7) Calendar Days of receipt of a Purchase Order.
- (b) Shop Drawings shall include, but not be limited to:
 - (i) Layout and configuration of equipment including required safety zones
 - (ii) Colours
 - (iii) Custom graphics or products

E24.3 Products

- (a) One (1) Double Spring Rider: Landscape Structures Inc. Double Bobble product # 164075B, or approved substitute in accordance with B6.
 - (i) Colour: Denim
- (b) One (1) Saddle Spinner: Landscape Structures Inc. product # 152179A, or approved substitute in accordance with B6.
 - (i) Colour: Denim post, limon saddle.
 - (ii) 16" ht.
- (c) One (1) Play Panels: Landscape Structures Inc. custom Weevos play panels, c/w Evos post and Evos ball clamps, or approved substitute in accordance with B6.
 - (i) One (1) Imagination Table Panel
 - (ii) One (1) Bongo and Xylofun Panel
 - (iii) Colours: Denim panels and post, limon frame, tangerine bongos and balls.
- (d) One (1) Junior Climber: Landscape Structures Inc. Wee Planet Climber, product # CL109444, independent climber, inground mount, or approved substitute in accordance with B6.
 - (i) Colours: Tangerine poly and denim metals.

E24.4 Materials

- (a) All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all parts and materials.
- (b) Materials shall be as follows:
 - (i) All poly shall be fabricated from compressed or rotationally moulded, high-density polyethylene with U.V. stabilizers and all edges chamfered. Colours and graphics are to be moulded-in.
 - (ii) Metals shall be fabricated from galvanized steel tubing with a baked-on TGIC polyester powder coating.
- (c) 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 prior to powder coating.
- (d) 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.

E24.5 Installation

- (a) All play equipment locations are to be approved by the Contract Administrator prior to installation.
- (b) All play equipment shall be installed as per the Canadian Standards Association Guidelines.

- (c) All play equipment shall be installed by factory certified installers only and to manufacturer's specifications. For foundations refer to Clause E20.

E24.6 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the unit price for the "Items of Work" listed below, which price shall include all costs of supply and installation. Site restoration Work shall be considered incidental to the Work.
- (b) Items of Work:
 - (i) Double Spring Rider
 - (ii) Saddle Spinner
 - (iii) Play Panels
 - (iv) Wee Planet Climber