



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 319-2017

FREJUK PARK PLAYGROUND IMPROVEMENTS

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Prices	4

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	1
B6. Addenda	2
B7. Substitutes	2
B8. Proposal Submission	3
B9. Proposal (Section A)	4
B10. Prices	4
B11. Design Drawings	5
B12. Component Descriptions	5
B13. Qualification	5
B14. Opening of Proposals and Release of Information	6
B15. Irrevocable Offer	6
B16. Withdrawal of Offers	6
B17. Interviews	7
B18. Negotiations	7
B19. Evaluation of Proposals	7
B20. Award of Contract	9

PART C - GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Contract Administrator	1
D4. Contractor's Supervisor	1
D5. Ownership of Information, Confidentiality and Non Disclosure	2
D6. Notices	2

Submissions

D7. Authority to Carry on Business	2
D8. Safe Work Plan	2
D9. Insurance	3
D10. Performance Security	3
D11. Subcontractor List	3
D12. Detailed Work Schedule	4

Schedule of Work

D13. Commencement	4
D14. Substantial Performance	5
D15. Total Performance	5
D16. Liquidated Damages	5
D17. Scheduled Maintenance	5

Control of Work

D18. Job Meetings	6
D19. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	6
D20. The Workplace Safety and Health Act (Manitoba) – Qualifications	6

D21. Safety	6
D22. Site Cleaning	6
D23. Inspection	7
D24. Deficiencies	7
Measurement and Payment	
D25. Payment	7
Warranty	
D26. Warranty	7
Form H1: Performance Bond	8
Form H2: Irrevocable Standby Letter of Credit	10
Form J: Subcontractor List	12

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Existing Services and Utilities	1
E3. Access To Site	1
E4. Permits, Notices, Licenses, Certificates, Laws and Rules	2
E5. Damage to Existing Structures, Trees and Property	2
E6. Pedestrian Safety And Traffic Management	3
E7. Protection of the Survey Infrastructure	3
E8. Site Enclosures	3
E9. Site Restoration	3

Site Development

E10. Removals	4
E11. Excavation and Grading	5
E12. Timber Edging	7
E13. Protective Surfacing	7
E14. Granular Path and Seating Area	9
E15. Concrete Sidewalk and Curb Cut	10
E16. Site Furniture	11
E17. Chain Link Fencing	12
E18. Soil and sod	12
E19. Granite Dedication Boulder	13

Play Equipment

E20. Play Equipment	14
E21. Swing Set	17
E22. Foundations	18
E23. Maintenance Kits	19

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 FREJUK PARK PLAYGROUND IMPROVEMENTS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 9, 2017

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. SITE INVESTIGATION

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

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in **D3.1**.

B4.2 If the Proponent finds errors, discrepancies or omissions in the proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 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 Proponents by issuing an addendum.

B4.5 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 Proponent who made the enquiry.

B4.6 The Proponent 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. CONFIDENTIALITY

B5.1 Information provided to a Proponent by the City or acquired by a Proponent 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. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 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.
- B6.2 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.
- B6.2.1 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/bidopp.asp>.
- B6.2.2 The Proponent 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.
- B6.3 The Proponent 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.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least two (2) Business Days prior to the Submission Deadline.
- B7.4 The Proponent 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.
- B7.5 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.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.

- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent 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 B19.
- B7.9 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. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
- B8.2 The Proposal should also consist of the following components:
- (a) Design Drawings in accordance with B11;
 - (b) Component Description, in accordance with B12;
- B8.3 Further to B8.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.5 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.6 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 Proponent'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
- B8.6.1 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 Proponent's name and address, and an indication that the contents are part of the Proponent's Bid Submission.
- B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B19.1(a).
- B8.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204 949-1178.

- B8.8.1 The Proponent is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B8.8.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B9. PROPOSAL (SECTION A)

- B9.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent 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.
- B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B9.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent 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 Proponent is carrying on business under a name other than its 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.
- B9.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B9.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. DESIGN DRAWINGS

B11.1 The Proponent shall submit drawings that illustrate the proposed design and play equipment, such as plan, perspective and any other submissions to illustrate the design intent. **Included in this shall be a plan showing the proposed play equipment and associated safety zones within the proposed play area and site, drawn to scale.** Additional drawings may be requested prior to award for more detailed information.

B12. COMPONENT DESCRIPTIONS

B12.1 The Proponent shall submit component description and/or graphic or catalogue reference outlining specifications of play equipment components.

B13. QUALIFICATION

B13.1 The Proponent 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 Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent 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.

B13.2 The Proponent 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>.

B13.3 The Proponent 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);

B13.4 Further to B13.3(c), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent /Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition

Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program or

- (c) 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/>).

B13.5 The Proponent 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 Proponent and of any proposed Subcontractor.

B13.6 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B14.1 Proposals will not be opened publicly.

B14.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent 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/> .

B14.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent is advised that any information contained in any Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B14.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B15. IRREVOCABLE OFFER

B15.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B15.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents 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.

B16. WITHDRAWAL OF OFFERS

B16.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B16.1.1 Notwithstanding C23.3, 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.

B16.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B16.1.3 If a Proponent 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 Proponent'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 B16.1.3(b), declare the Proposal withdrawn.

B16.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B15.2 shall be liable for such damages as are imposed upon the Proponent 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.

B17. INTERVIEWS

B17.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B18. NEGOTIATIONS

B18.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B18.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B18.3 If, in the course of negotiations pursuant to B18.2 or otherwise, the Proponent 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 Proponent from the Proposal as originally submitted.

B19. EVALUATION OF PROPOSALS

B19.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: **(pass/fail)**
- (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B13:**(pass/fail)**
- (c) Total Bid Price; **10 points**
- (d) Design Drawings/Component Descriptions; **90 points**

B19.2 Further to B19.1(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.

B19.3 Further to B19.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B19.4 Further to B19.1(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.

- B19.4.1 Further to B19.1(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.
- B19.4.2 Further to B19.1(c), the Award Authority may reject a Bid as being non-responsive if it exceeds the budget as shown on Form B: Prices.
- B19.4.3 The Total Bid Price shall be evaluated with a weighing of 10 points out of a total of 100 possible points. As such, the lowest Proponent shall receive the full 10 points, and the second lowest Proponent and subsequent Proponents shall be pro-rated accordingly.
- B19.5 Further to B19.1(d) Design Drawings/Component Descriptions shall be evaluated with a weighting of 90 points out of a total of 100 possible points as per B11 and B12.
- B19.5.1 The Design shall be evaluated on the following criteria:
- (a) compliance with CSA Standards (**pass/fail**);
 - (b) play value (**maximum 44 points**):
 - (i) **9 points** – Gross Motor Play Experience(s) (Climbing, balancing, etc.);
 - (ii) **8 points** – Imaginative/ Cognitive Play Component(s), including fine motor skills;
 - (iii) **8 points** - Provides opportunities for appropriate social / interpersonal interaction and co-operative play;
 - (iv) **5 points** – Motion Component(s);
 - (v) **5 points** – Sliding Component(s) for 2-5 year olds;
 - (vi) **5 points** - Variety of play Components.
 - (vii) **4 points** – Uniqueness of components compared to similar playground components within walking distance (approx. 400m) of the park as per E20.4(e).
 - (c) Designed for inclusive play using Universal Design principles – Accessible Play Area only (**maximum 15 points**):
 - (i) Complies with section 2.3.5 of the 2010 City of Winnipeg Accessibility Design Standards (www.winnipeg.ca/ppd/Universal_Design.stm) (**pass/fail**);
 - (ii) **6 points** – Provision of tactile and auditory play experiences;
 - (iii) **6 points** – Layout of the play area for integration of wheelchair accessible components to promote inclusive play;
 - (iv) **3 points** – Layout of the play area for persons with visual impairment.
 - (d) Layout/circulation (**maximum 21 points**):
 - (i) **6 points** – Flow and relationship between play area activities;
 - (ii) **4 points** - Layout/orientation of components on Site and in relation to seating areas;
 - (iii) **4 points** - Orientation to provide good visibility to play area from adjacent road
 - (iv) **4 points** – Efficient use of space within and between elements;
 - (v) **3 points** - Slide orientation – north or east.
 - (e) Durability (**maximum 10 points**):
 - (i) **10 points** - Use of durable/tamper-resistant materials, low maintenance finishes and connector systems and ease of repair/replacement of the products used with the playground area and past performance.
- B19.6 Further to B19.5.1(a), if Contractor states play equipment components are compliant with CSA Standards which are not, liquidated damages shall be charged as per D16 should this result in additional design and/or meeting time on the part of the Contract Administrator.

B20. AWARD OF CONTRACT

- B20.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B20.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B20.2.1 Without limiting the generality of B20.2, 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.
- B20.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B20.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B20.4 The City may, at its discretion, award the Contract in phases.
- B20.4.1 Notwithstanding C4, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B20.4.2 The Contract documents as defined in C1.1 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 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 Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The major components of the Work are as follows:

- (a) Removals
- (b) Excavation;
- (c) Play equipment and Swings;
- (d) Timber edging;
- (e) Engineered wood fibre safety surfacing;
- (f) Compacted gravel pathway;
- (g) Rough grading and drainage;
- (h) Soil and sod
- (i) CIP concrete sidewalk c/w curb cut
- (j) Chain link fencing;
- (k) Dedication boulder and;
- (l) Site furniture

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Ian Macdonald
Landscape Designer

City of Winnipeg
Urban Design Division
Planning, Property and Development Department

Telephone No. 204 986-4705
Email address: IMacdonald@winnipeg.ca

D3.2 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.

D3.3 Bids Submissions must be submitted to the address in B8.

D4. CONTRACTOR'S SUPERVISOR

D4.1 Before commencement of Work, 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. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. NOTICES

- D6.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the facsimile number identified in D3.1.
- D6.3 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
- D6.4 Bids Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B8.**

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. SAFE WORK PLAN

- D8.1 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.
- D8.2 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> .

D9. INSURANCE

- D9.1 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 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 covers all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, **referencing the Bid Opportunity number and/or the Scope of Work D2 and Specifications PART E - to be performed**, 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.
- D9.4 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. PERFORMANCE SECURITY

- D10.1 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.
- D10.1.1 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.
- D10.2 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.

D11. SUBCONTRACTOR LIST

- D11.1 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 the date specified in C4.1 for the return of the executed Contract.

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 Detailed Work Schedule shall consist of the following dates:

- (a) Start date;
- (b) Removals
- (c) Excavation and layout for play area and pathway;
- (d) Rough grading of sod areas;
- (e) Installation of play edging;
- (f) Installation of play equipment;
- (g) Installation of safety surfacing;
- (h) Installation of compacted gravel pathway;
- (i) Installation of concrete sidewalk and curb cut;
- (j) Installation of site furniture;
- (k) Installation of dedication boulder;
- (l) Installation of soil and sod; and
- (m) Expected completion.

D12.3 Other milestone dates appropriate to this project should also be included to make the Contract Administrator aware of them.

SCHEDULE OF WORK

D13. COMMENCEMENT

D13.1 The Contractor shall not commence any Work until he/she 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 on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D8;
 - (iv) evidence of the insurance specified in D9;
 - (v) the performance security specified in D10;
 - (vi) the Subcontractor list specified in D11; and
 - (vii) the detailed work schedule specified in D12.

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.

D13.3 The Contractor shall order play equipment and submit this information to the Contract Administrator within seven (7) Calendar Days of Receipt of the Purchase Order.

D13.4 The Contractor shall Commence the work on the Site within forty two (42) Calendar Days of Receipt of the Purchase Order

D14. SUBSTANTIAL PERFORMANCE

- D14.1 The Contractor shall achieve Substantial Performance within fifteen (15) working days.
- D14.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D14.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D15. TOTAL PERFORMANCE

- D15.1 The **Contractor** shall achieve Total Performance within twenty (20) working days.
- D15.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D15.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D16. LIQUIDATED DAMAGES

- D16.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City five hundred dollars (\$500.00) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- D16.2 The amount specified for liquidated damages in D16.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D17. 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) Topsoil and sod as specified in **E18** ;
- 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/she deems it necessary.

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

- D19.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

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

- D20.1 Further to B13.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

D21. SAFETY

- D21.1 Further to C6, 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.
- D21.2 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.
- D21.3 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;

D22. SITE CLEANING

- D22.1 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.

- D22.1.1 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.
- D22.1.2 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.

D23. INSPECTION

- D23.1 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.
- D23.2 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.

D24. DEFICIENCIES

- D24.1 Further to C11, 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.

MEASUREMENT AND PAYMENT

D25. PAYMENT

- D25.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D26. WARRANTY

- D26.1 Warranty is as stated in C13.

FORM H1: PERFORMANCE BOND
(See D10)

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. 319-2017 FREJUK PARK PLAYGROUND IMPROVEMENTS

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 D10)

(Date)

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

RE: PERFORMANCE SECURITY – RFP NO. 319-2017
FREJUK PARK PLAYGROUND IMPROVEMENTS

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 (2007 Revision), International Chamber of Commerce Publication Number 600.

(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>
F.32	Colour Plan
F.32- A	Existing Conditions and Removals
F.32-B	Materials Plan
F.32-C	Layout Plan
SCD-119	Waste Receptacle Side Opening Metal Slat Type
SCD-121C	Tache Backless Bench Composite With Arms
SCD-122A	Tache Style Wheelchair Metal Frame Picnic Table
SCD-633	Chain Link Entrance Fence Baffle Detail
SCD-646	Parkway Path Crushed Limestone
SCD-651A	Double Timber Edging with Cap
SD- 228-A	Concrete Sidewalk
SD-229-C	Curb Ramp for Concrete Pavement

E2. EXISTING SERVICES AND UTILITIES

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

E3. ACCESS TO SITE

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

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

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

E5. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY

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

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

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

E6. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT

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

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

E7. PROTECTION OF THE SURVEY INFRASTRUCTURE

E7.1 Notwithstanding clause 4 "Persons and municipalities to protect Outline Monuments"; under [The Surveys Act](#), of Manitoba, the Contractor shall be responsible to protect the Survey Infrastructure from damage as a result of the Work.

E7.2 Further to C6.26 (g), at least 72 hours prior to the commencement of the On-Site Work the Contractor shall contact the City of Winnipeg, Geomatics Services Branch at 204-918-1360 (8:00 am to 4:00 pm Monday to Friday, excluding holidays) to obtain underground clearance. Geomatics Services will locate and mark all known outline survey monuments and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.

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

E7.4 An approximate estimate of the cost to restore a legal survey monument is \$1,000 per bar and \$3,000 per control monument. Contractors shall ensure their landscaping and other subcontractors are aware of this clearance procedure and the potential restoration costs. Where possible, amounts owed to the City in accordance with the above will be deducted from payments to be made by the City to the Contractor.

E8. SITE ENCLOSURES

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

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

E9. SITE RESTORATION

E9.1 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

E10. REMOVALS

E10.1 Description

E10.2 In addition to CW 3550, this Specification shall cover the removal of the existing chain link fence including footing and/or piles, removal of two stumps and removal of the existing equipment including footings and/or piles plus the existing sandbox timbers.

E10.3 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 satisfactory performance and completion of all Work as shown on the drawings as herein specified.

E10.4 Construction methods

E10.4.1 Removal of Chain Link Fence

- (a) The Contractor shall carefully remove chain link fence designated for removal including any hardware and fasteners holding chain link fence to posts. The Contractor shall remove material from Site.
- (b) Holes left by post removal (where new posts are not situated in same location as previous posts) to be filled with earthen material w/ 150mm top coat of Soil as per **E18**.

E10.4.2 Stump removal

- (a) The Contractor shall remove stumps designated for removal to min. 600mm below proposed grade. The Contractor shall load and haul all waste materials from the site and dispose of these materials at dumps located by the Contractor and approved by the Contract Administrator.
- (b) Holes left by stump removal are to be filled with earthen material w/ 150mm top coat of Soil as per **E18**.

E10.4.3 Equipment and Timber Removal

- (a) The Contractor shall remove all existing equipment and timbers including any concrete bases to one metre below proposed grade. The Contractor shall load and haul all waste materials from the site and dispose of these materials at dumps located by the Contractor and approved by the Contract Administrator.
- (b) Holes left by equipment removal are to be filled with earthen material w/ 150mm top coat of Soil as per **E18**.

E10.5 Method of Measurement

E10.5.1 Method of Measurement shall be as follows:

- (a) Removals shall be measured on a per item basis for
 - (i) "Excavate and remove stumps min. 600mm below finished grade" on Form B: Prices.
 - (ii) "Excavation and removal of existing play equipment, supports and sandbox timbers" on Form B: Prices.
- (b) No separate measurement shall be made for the removal of the chain link fence as it is incidental to "Supply and install 4' tall chain link fence" on Form B: Prices

- (c) No separate measurement shall be made for filling post and stump holes with fill material as this work is incidental.

E10.6 Basis of Payment

E10.6.1 Basis of Payment shall be as follows:

- (a) Removals will be paid for at the Contract Unit Prices on Form B: Prices. The amount to be paid for shall be the total number of units, measured as specified herein, which price shall be for full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
- (b) No separate payment shall be made for the removal of the chain link fence as it is incidental to "Supply and install 4' tall chain link fence" on Form B: Prices
- (c) No separate payment shall be made for filling post and stump holes with fill material as this work is incidental.

E11. EXCAVATION AND GRADING

E11.1 General Description

E11.1.1 This specification shall amend and supplement CW 3110 and CW 3170. It shall cover the excavation and legal disposal of existing safety surfacing plus excavation for new play area and new gravel pathway and seating area as per the Drawings.

E11.1.2 All extraneous materials are to be removed from the Site and disposed of in a safe and legal manner.

- (a) The Work to be done by the Contractor under this specification shall include all labour, equipment and material necessary for and incidental to the satisfactory performance and completion of the Work herein specified.

E11.1.3 Work shall include but not be limited to the following:

- (a) Excavate, add clean fill if necessary, and grade to the limits shown on Drawings to the depths necessary to achieve finish grade for:
 - (i) New topsoil and sod over areas indicated;
 - Existing sand surfacing depth to be excavated is 150mm with a variance +/- 50mm throughout.
 - (ii) New Play Area Protective Surfacing;
 - Depth of excavation varies with a maximum of 150mm (min. depth of engineered wood fibre to be 300mm)
 - (iii) New gravel pathways and seating;
 - Excavate to min. 225 mm below finished grade.

E11.2 Construction Methods

E11.2.1 Excavation includes the removal of items (i.e., sand, earth) as indicated on the Drawings and as directed by the Contract Administrator. Work includes the satisfactory disposal of unsuitable Site material such as clays susceptible to frost-heaving, silts, rock, rubble, rubbish and any surplus suitable Site material.

- (a) Stockpile suitable, approved material on Site for reuse (clean topsoil, clean earth fill,) in a secure location. Remove and dispose of unsuitable material.
- (b) 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.

- (c) Contractor must coordinate with the Contract Administrator to ensure all removals have occurred.
- (d) The depth of excavation in the play area shall directly relate to the requirements of the play equipment proposed in the Bid Submission.
- (e) Excavate to the limits shown and as necessary to achieve finish grades as indicated on the Drawings. **Where design grades are not shown, the new surface materials shall be installed to meet flush with surrounding grades, and sloped so as not to impede the existing drainage pattern.**
- (f) Where new sod will meet existing, employ a vertical shearing operation, such as using a sharp spade or edger, along the outside edges of the excavation to create a clean and definite line for the new sod to abut flush to.
- (g) Excavation should be coordinated with the installation of play equipment and safety surfacing so as not to leave an open excavation area subject to ponding water.

E11.2.2 Site grading shall be as per Drawings.

- (a) The Contractor must ensure that the rough grading does not create tripping hazards and no areas of standing water remain.
- (b) If necessary the Contractor shall import clean fill to achieve grades as per Drawings.
- (c) Backfill shall be placed in a dry, thawed condition and shall be maintained free of moisture or frost.
- (d) In fill areas where the difference between the existing ground elevation and the new finished design elevation is less than 300 mm, the Contractor shall scarify the existing ground to a minimum depth of 50 mm prior to placement of any fill.
- (e) All surplus fill material shall be removed and legally disposed off-site.
- (f) Do not disturb adjacent items designated to remain in place.

E11.3 Method of Measurement and Basis of Payment

E11.3.1 Method of Measurement shall be as follows:

- (a) Excavation shall be measured on a square metre basis for:
 - (i) "Excavate and legally dispose of existing safety surfacing"
- (b) Excavation shall be measured on a cubic metre basis for:
 - (i) "Excavate and legally dispose of earth and sand for new play area (approx. 150 mm depth)"
- (c) Grading shall be measured on a square metre basis for:
 - (i) "Rough grading of sod areas" on Form B: Prices.
- (d) No measurement will be made for:
 - (i) Excavation and Grading of the new compacted gravel pathway and bench area as these items are incidental to **E14**.
 - (ii) Excavation and Grading of the new CIP concrete sidewalk and curb cut as this item is incidental to **E15**.
 - (iii) Import of clean fill to achieve rough grading grades as this item is incidental to the work herein.

E11.3.2 Basis of Payment shall be as follows:

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

- (b) No payment will be made for Excavation and Grading of the new gravel path and bench area as these items are incidental to **E14**.
- (c) No payment will be made for Excavation and Grading of the new concrete sidewalk and curb cut as these items are incidental to **E15**.
- (d) No payment will be made for the import of clean fill to achieve rough grading grades as this item is incidental to the work herein.

E12. TIMBER EDGING

E12.1 General Description

E12.1.1 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the drawings and specifications.

E12.1.2 This specification shall cover the supply and installation of one and two tier timber edging to contain the wood fibre safety surfacing in the new play area.

E12.2 Materials and Method

E12.2.1 Cap and screws shall be as per SCD-651-R1 and SCD-651A-R3 .

E12.2.2 All wood for the bottom rows shall be pressure treated spruce, pine or fir, No. 2 or better, no wane, bark, checking or splitting permitted. Wood shall be smooth and free of rough areas. All timbers to be 140 x 140mm with a minimum length of 1200mm. All ends and cuts shall be treated with preservative before being secured. Use longest lengths possible.

E12.2.3 Edging material shall be cut neatly for a proper fit with no spaces or gaps between. Finished elevations shall ensure that all edging material is smooth, level, set plumb and spaced uniformly. Joints to be butt joints. Joints in straight runs are to be lapped over timber by a minimum of 600mm.

E12.2.4 Turf shall be repaired as required around edging in accordance with City of Winnipeg Standard Specifications for Topsoil and Sodding.

E12.3 Method of Measurement and Basis of Payment

E12.3.1 Method of Measurement shall be as follows:

- (a) Timber Edging will be measured on a linear metre basis for:
 - (i) "2 tier timber edging", on Form B: Prices.

E12.3.2 Basis of Payment shall be as follows:

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

E13. PROTECTIVE SURFACING

E13.1 General Description

E13.1.1 This specification shall cover the supply and install of wood fibre safety surfacing, including granular drainage layer.

E13.2 Wood Fibre Surfacing

E13.2.1 Materials

- (a) Wood Fibre product shall be either Zeager Woodcarpet system 1 or Fibar FibarSystem 200 or substitute in accordance with **B7**.

- (i) **Only the Fibar System 200 with granular drainage layer will be acceptable, not the drainage strips as used in fibar system 300.**
- (b) Wood Fibre surfacing shall be supplied by an authorized distributor and delivery slips and/or a warranty certificate from an authorized supplier are to be submitted to the Contract Administrator prior to installation.
 - (i) Contact for Woodcarpet:
Zeagar Bros. Inc.
4000 East Harrisburg Pike ·
Middletown, PA 17057
USA
Ph: (1-888) 346-8524 or (717) 944-7481 ·
Fax (717) 944-7681
sales@zeager.com
 - (ii) Contact for FibarSystem **200**:
The Fibar Group LLC
80 Business Park Drive, Suite 300
Armonk, NY 10504-1705
USA
Ph: (800) 342-2721
Fax: (914) 273-8659
info@FibarPlaygrounds.com
- (c) If substitute to Zeagar Woodcarpet or Fibar FibarSystem 200 is proposed, it must meet the following conditions:
 - (i) materials must be IPEMA certified Engineered Wood Fiber
 - (ii) material must consist of random-sized, clean, engineered hardwood chips. Standard wood chips or bark mulch are not acceptable.
 - (iii) materials must meet or exceed ASTM F1292 standards for impact attenuation
 - (iv) materials must be certified by the CSA and approved for playground use
 - (v) materials must comply with ASTM F1951 for accessibility under the Canadians with Disabilities Act
 - (vi) materials must be covered by \$10,000,000.00 product liability insurance as well as provide a minimum 10 year warranty against loss of resiliency
- (d) Wood Fibre surfacing shall include wood fibre, filter cloth, granular drainage layer and mats under swings and ends of slides.
- (e) Mats are to be installed directly on top of the geotextile fabric and secured in place with two (2) duckbill anchors per mat.

E13.2.2

Construction Methods

- (a) Wood Fibre shall be installed within the play areas, as defined by the timber edging to a **minimum depth of 300 mm** (after compaction). In the case where proposed play equipment includes a maximum fall height greater than 2.4m (8'), depth of material to directly correspond to maximum fall height of play equipment in accordance with manufacturer's specifications.
- (b) The installation of the Wood Fibre shall be done immediately after the play equipment has been installed.

- (c) Installation of entire system, including fibre, filter cloth, subsurface drainage and mats under swings and slide ends shall be done according manufacturer's instructions. Adequate drainage within play equipment area must be ensured as per same.
- (d) Mud grade of play area shall be graded to drain to one edge of the play area, and area cleared of any debris which inhibit proper drainage or installation of products. **Installation is to include an additional 150mm (6") depth of drainage layer material.** The cost of this shall be included in the price for the wood fibre supply and installation.
- (e) Filter fabric must be cut and fit around playground equipment footings and overlap seams by 300mm.
- (f) Installation shall be done by equipment sized to suit the Work being done and the Wood Fibre shall be spread by hand as necessary in the immediate vicinity of the play equipment so as not to damage same. The play equipment shall be swept clean to the satisfaction of the Contract Administrator after installation of the Wood Fibre.

E13.3 Method of Measurement and Basis of Payment

E13.3.1 Method of Measurement shall be as follows:

- (a) Protective Surfacing will be measured on a square metre basis for:
 - (i) "Engineered Wood Fibre Safety Surfacing" on Form B: Prices.
- (b) No measurement will be made for additional drainage layer material as this item is incidental to the work herein.

E13.3.2 Basis of Payment shall be as follows:

- (a) Protective Surfacing will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
- (b) No payment will be made for additional drainage layer material as this item is incidental to the work herein.

E14. GRANULAR PATH AND SEATING AREA

E14.1 Description.

E14.1.1 This Specification shall amend and supplement the City of Winnipeg Specification CW 3110. The Work to be done by the Contractor under this Specification shall cover all phases of supply and placement of crushed limestone surfacing materials necessary to install a Granular Path and Seating Areas as shown on Drawings.

E14.2 Materials

E14.2.1 The materials of the Granular Path and Seating Areas shall be as per Drawing SCD-646, "Parkway Path Crushed Limestone."

E14.3 Construction Method

E14.3.1 The Work included in the establishment of the Granular Path and Seating area shall include:

- (a) The Contractor shall survey and stake out the proposed Granular Path and Seating Area prior to the start of construction as shown on the construction drawings. Layout shall be checked and confirmed with Contract Administrator prior to construction.
- (b) Excavation of Granular Path and Seating Area shall be as per **E11** Subgrade to be compacted.

- (c) All granular base coarse shall be placed and compacted to the finished thickness as specified on the drawings.
- (d) Base Coarse and Capping Coarse shall be compacted to a minimum of ninety five percent (95%) of Standard Proctor Density.
- (e) Depth of granular material in seating area shall be 375mm as per notes on drawing F.32-B.

E14.4 Method of Measurement and Basis of Payment

E14.4.1 Method of Measurement shall be as follows:

- (a) Granular Path and Seating Area shall be measured on a square metre basis for: "Supply and Install granular path and seating area" on Form B: Prices.
- (b) No measurement will be made for additional granular material as this item is incidental to the work herein.

E14.4.2 Basis of Payment shall be as follows:

- (a) Granular Path and Seating Area shall be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for excavation, subgrade compaction, supply and installation of base coarse and top coarse, supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
- (b) No payment will be made for additional granular material as this item is incidental to the work herein.

E15. CONCRETE SIDEWALK AND CURB CUT

E15.1 Description

E15.1.1 This specification will cover supply and installation of all labour, materials, equipment and services necessary for the supply and installation of a concrete sidewalk and curb cut as shown on Drawings.

E15.2 Materials:

- (a) As per the City of Winnipeg Specifications CW 3235, CW 3310, and 3325.

E15.3 Construction Methods:

- (a) As per the City of Winnipeg Specifications CW 3235, CW 3310, and 3325, and Drawings SD-228-A and SD-229C.

E15.4 Method of Measurement and Basis of Payment

E15.4.1 Method of Measurement shall be as follows:

- (a) Concrete Apron and Curb Cut shall be measured on a lump sum basis for "Supply and Install concrete curb cut and concrete sidewalk in Right of Way" on Form B: Prices.

E15.4.2 Basis of Payment shall be as follows:

- (a) "Supply and Install concrete curb cut and concrete sidewalk in Right of Way" 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. SITE FURNITURE

E16.1 Description

E16.1.1 This specification shall cover the **pick-up** and installation of one (1) waste receptacle, two (2) backless benches and one (1) accessible picnic table.

E16.1.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work as shown on Drawings and specified herein.

E16.2 Materials

E16.2.1 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.

E16.2.2 Concrete foundations shall be as per **E22**.

E16.2.3 Site Furniture shall be:

- (a) Waste Receptacle – Metal Slat Type - galvanized, as per SCD-119-R2, **Product # 52501063GLV** (metal slat WR) and **Product # 52501058GLV** (Wire Basket) or substitute approved in accordance with **B7**.
- (b) Backless Bench – Tache Style Composite Bench with Arm Rests – galvanized, w/ extra arm as per SCD-121C-R2, **Product # 52501086GLV**, or substitute approved in accordance with **B7**.
- (c) Accessible Picnic Table – Tache Style Wheelchair Metal Frame Picnic Table, as per SCD-122A, with wood slats and cedar tone painted finish and galvanized frame, or substitute approved in accordance with **B7**.

E16.2.4 For ordering Site furniture please email:

- (a) pwd-cps-orderdesk@winnipeg.ca

E16.3 Construction Methods

- (a) All Work is to be located and installed in accordance with the Drawings, SCDs, and following manufacturer's instructions, using approved non-rusting, vandal resistant fasteners to ensure solid, durable, finished work suitable for the purpose intended. Fasteners and assembly hardware shall be incidental to the Work;
- (b) All furnishings and fixtures to be installed plumb and true to correct elevations and location, as directed by the Contract Administrator. The Contractor shall confirm proposed locations of all site furnishings with Contract Administrator prior to installation;
- (c) All furnishings and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering is prohibited;
- (d) Install as per manufacturer's instructions and the attached drawings.
- (e) Concrete foundations shall be as per Drawings and **E22**.

E16.4 Method of Measurement and Basis of Payment

E16.4.1 Method of Measurement shall be as follows:

- (a) Site Furniture will be measured on a per item basis for the following items:
 - (i) "Pick up and install backless bench",
 - (ii) "Pick up and install picnic table",
 - (iii) "Pick up and install waste receptacle" on Form B: Prices.

E16.4.2 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.

E17. CHAIN LINK FENCING

E17.1 Description

E17.1.1 The Work to be done by the Contractor under this specification shall include the furnishing of all superintendence, overhead labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work as shown on the Drawings and as hereinafter specified, including, but not necessarily confined to the following:

(a) Supply and install 4' tall chain link fence (c/w removal of old fence).

E17.1.2 This specification supplements and amends C.W. 3550 - Chain Link Fencing.

E17.2 Materials

E17.2.1 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.

E17.2.2 Chain link fencing as specified in CW 3550 and on Drawings.

E17.2.3 Fencing height shall be 1.22m (4'), with knuckled top and bottom fabric.

E17.3 Construction Methods

E17.3.1 As per CW 3550 and the Drawings.

E17.3.2 Fencing is to be installed minimum 300 mm in from the edge of the paving.

E17.4 Method of Measurement and Basis of Payment

E17.4.1 Method of Measurement shall be as follows:

(a) Chain Link Fencing will be measured on a lineal meter basis for "Supply and install 4' tall chain link fence (c/w removal of old fence)" on Form B: Prices.

E17.4.2 Basis of Payment shall be as follows:

(a) "Supply and install 4' tall chain link fence (c/w removal of old fence)" will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E18. SOIL AND SOD

E18.1 Description

E18.1.1 This Specification shall amend and supplement the most up to date revisions of City of Winnipeg Specifications CW 3510, CW 3520 and CW 3540. The Contractor shall install mineral sod and a minimum 75mm compacted thickness of topsoil, as required bringing up level of finished grade as necessary.

E18.1.2 The Contractor shall install topsoil and sod over indicated areas.

E18.1.3 Areas to be Sodded are to be laid out on Site and approved by the Contract Administrator before commencing Work. Work outside the limit approved by the Contract Administrator will not be measured and will not be paid for under this section but considered incidental to the Work. Such incidental items that will not be measured include but are not limited to topsoil and sod placed at the edge of new paving. Incidental Site restoration shall conform to the same Specifications.

- E18.1.4 Where new sod will meet existing, employ a vertical shearing operation, such as using a sharp spade or edger, along the outside edges of the excavation to create a clean and definite line for the new sod to abut flush to.
- E18.1.5 Restoration shall be achieved using topsoil and sod unless otherwise directed by the Contract Administrator.
- E18.1.6 Thirty (30) day maintenance period on sod will commence at Total Performance and acceptance.
- E18.2 Method of Measurement and Basis of Payment
- E18.2.1 Method of Measurement shall be as follows:
- (a) Soil and Sod will be measured on a square metre basis for "Supply and Install soil and sod" on Form B: Prices.
- E18.2.2 Basis of Payment shall be as follows:
- (a) "Supply and Install soil and sod" will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E19. GRANITE DEDICATION BOULDER

- E19.1 Description
- E19.1.1 This Specification shall cover the supply and installation of a granite boulder, as shown on Drawings.
- E19.2 Materials
- E19.2.1 Geotextile Fabric shall be as per CW 3130.
- E19.2.2 Granular:
- (a) Base coarse shall be 150mm (6") crushed limestone, 20mm (3/4") down;
 - (b) Sub-base to be compacted.
- E19.2.3 Granite boulder to be 1000 x 750 x 750mm height, with min. 500 x 700mm flat face for future installation of a dedication plaque by others. Boulder to be free of fissures and/or cracks and should be solid throughout. Boulder to be approved at source prior to shipment to site.
- E19.2.4 Granite boulder to be clean and free of dirt, etc..
- E19.3 Construction Methods
- E19.3.1 Excavate area to set boulder at correct elevation beside concrete paver area.
- E19.3.2 Excavate and backfill with compacted granular base around boulders. Tamper down in 50mm lifts and compact to 95% SPD. Supply and Installation of granular base is incidental to the Work in this section.
- E19.3.3 Supply and install boulder. Place boulder with straps or chains to allow for adjustment of position in field.
- E19.4 Method of Measurement and Basis of Payment
- E19.4.1 Method of Measurement shall be as follows:
- (a) Dedication Boulder shall be measured on a per unit basis for:
 - (i) "Supply and install granite dedication boulder" on Form B: Prices.

E19.4.2 Basis of Payment shall be as follows:

- (a) Dedication Boulder 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.

PLAY EQUIPMENT

E20. PLAY EQUIPMENT

E20.1 This specification shall cover the supply and installation of the Play Equipment as listed below and specified herein.

E20.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the drawings and specifications.

E20.3 The Contractor shall obtain all approvals including permit if required.

E20.4 Play Area:

- (a) Play area to be designed for children aged 2-5
- (b) Play equipment must provide the following play activities:
 - (i) Sensory & Imaginative Play;
 - (ii) Climbing;
 - (iii) Balancing;
 - (iv) Motion; and
 - (v) Sliding.
- (c) The design submission shall be evaluated as per **B19**.
- (d) If a playstructure is proposed, it must include at least 1 (one) transfer station for access of adult caregiver or reduced mobility access.
- (e) Further to B19.5.1(vii) which reads "Uniqueness of components compared to similar playground components within walking distance (approx. 400m) of the park", the play equipment within 400m of Frejuk Park is:
 - (i) Kinsmen Legacy Park: 35 Bayview Pl.

E20.5 If colour is a feature of posts, top caps and panels, the Contract Administrator shall have the ability to modify specified colours from the proposed design after Contract Award. If the price of the equipment in the Bid Submission is subject to the colours of the proposed design, this must be indicated in the Bid Submission.

E20.6 Components which are **unacceptable** are the following:

- (a) Wooden structures;
- (b) Tube (enclosed) slides and enclosed crawl tubes;
- (c) Play panels with many small moving parts;
- (d) Talk Tubes;
- (e) Barrel rollers; and
- (f) Large number of plastic components.

E20.7 Playstructures

E20.7.1 General Description

- (a) If a Playstructure is specified, this specification shall cover the supply and installation of it.
- (b) Play equipment shall be installed in the play areas as shown on the attached Drawing. The play equipment and their safety zones should fit into the proposed play areas. Efficiency and good use of space will be considered in the evaluation of submissions.

E20.7.2 Materials

- (a) Posts / Caps
 - (i) All posts shall be a minimum 5" O.D. round or 4" square tubing for a post and deck structure.
 - (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" (11ga) min. wall thickness) or galvanized steel (0.120" (11 ga) 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) In the case of a deckless structure, a minimum size of 2 3/8" O.D. round posts fabricated out of steel or aluminum is acceptable.
 - (v) 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).
 - (vi) 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) A minimum of one stainless steel slide is required, North or east orientation preferred.
- (h) Each playstructure shall have kick plates and hand loops as required to meet the most recent Canadian Standards Association Standards.

E20.7.3 Installation

- (a) Play equipment shall be installed as per manufacturer's specifications and in accordance with the most recent Canadian Standards Association Standards.
- (b) **One play equipment installer on site, at minimum, must be a valid Canadian Certified Playground Inspector.**
- (c) All posts and other vertical items shall be plumb and true to vertical, if so designed.
- (d) All decks shall be level, if so designed.

E20.8 Independent Components

E20.8.1 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.
- (d) Independent Components shall be installed in the available areas as shown on Drawings. The Components and their safety zones must fit into the proposed play area.

E20.8.2 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.
- (g) Foundations
 - (i) Shall be as per **E22**

E20.9 Method of Measurement and Basis of Payment

E20.9.1 Method of Measurement shall be as follows:

- (a) Play Equipment shall be measured on a lump sum basis for "Supply and Install play equipment (2-5)", on Form B: Prices

E20.9.2 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.

E21. SWING SET

E21.1 General Description

E21.1.1 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the specifications.

E21.1.2 This specification shall cover the supply and installation of one (1) complete 8' tall swing standard as specified herein:

- (a) Three Leg Heavy Duty Swing Frame, 2.4m (8ft.) high, 2-Bay, complete with two (2) slash-proof rubber belt seats, heavy-duty chain, swing hangers and hammer locks / bolt links **and** two (2) slash-proof rubber, enclosed infant seats, heavy-duty chain, swing hangers and hammer locks / bolt links.

E21.2 Materials

E21.2.1 Topbeam

- (a) All topbeams shall be fabricated from **3 1/2" O.D. 8 gauge (minimum), RS40 galvanized steel pipe with anti-wrap**. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating.

E21.2.2 Legs

- (a) 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.

E21.2.3 Yoke Clamps

- (a) All yoke clamps shall be either one piece construction and fabricated from 8 gauge, RS40 galvanized steel pipe or two piece, compression clamping cast aluminium or galvanized metal complete with tamper-proof hardware.

E21.2.4 Swing Hangers

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

E21.2.5 Swing Chain

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

E21.2.6 Enclosed Infant (Bucket) Seats

- (a) All enclosed infant seats shall be moulded of U.V. stabilized, high quality, rubber with a tempered stainless steel reinforcement plate insert moulded inside, rendering the seats slashproof. Infant seats shall be fully enclosed to prevent slipping out and provide extra lower back support.

E21.2.7 Belt Seats

- (a) All belt seats shall be moulded of U.V. stabilized, high quality, rubber with a tempered stainless steel reinforcement plate insert moulded inside, rendering the seats slashproof. The perimeter shall be moulded to form a blunt, impact absorbing edge.

E21.2.8 Hardware

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

E21.2.9 Concrete Foundations

- (a) Post shall be installed into a concrete footing the composition of which is detailed in **E22**.

E21.3 Installation

E21.3.1 Installation shall be in accordance with Manufacturers specifications.

E21.3.2 Top rail is to be level and posts securing anchored in concrete.

E21.3.3 Swing seats shall not be installed until the protective surfacing (in accordance with **E123**) has been installed

E21.4 Method of Measurement and Basis of Payment

E21.4.1 Method of Measurement shall be as follows:

- (a) Swing Set will be measured on a per unit basis for:
 - (i) "2 bay swing set" on Form B: Prices.

E21.4.2 Basis of Payment shall be as follows:

- (a) Swing Set 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. FOUNDATIONS

E22.1 General Description

E22.1.1 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.

E22.2 Materials

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

E22.3 Installation

- E22.3.1 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.
- E22.3.2 All concrete footings for play equipment shall be a **minimum of 3' depth**, or in accordance with Manufacturer's specifications, whichever is greater
- E22.4 Method of Measurement and Basis of Payment
- E22.4.1 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.
- E22.4.2 Basis of Payment shall be as follows:
- (a) No separate payment shall be made for play equipment foundations.

E23. MAINTENANCE KITS

- E23.1 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.
- E23.2 There shall be no payment for the maintenance kits.