



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 662-2018**

**REDEVELOPMENT OF HEADMASTER PARK**

**Note to Proponents: Please be aware of revisions to B16.3**

**Please be aware of revisions to B8.9.1. Fax Submissions will no longer be accepted for Request for Proposals.**

## 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. Disclosure	5
B14. Conflict of Interest and Good Faith	5
B15. Qualification	6
B16. Opening of Proposals and Release of Information	7
B17. Irrevocable Offer	8
B18. Withdrawal of Offers	8
B19. Interviews	8
B20. Negotiations	9
B21. Evaluation of Proposals	9
B22. Award of Contract	10

### 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	2
D10. Performance Security	3
D11. Subcontractor List	3
D12. Detailed Work Schedule	4

#### Schedule of Work

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

#### Control of Work

D18. Job Meetings	5
-------------------	---

D19. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	6
D20. The Workplace Safety and Health Act (Manitoba) – Qualifications	6
D21. Plant and Materials	6
D22. Safety	6
D23. Site Cleaning	6
D24. Inspection	7
D25. Deficiencies	7
<b>Measurement and Payment</b>	
D26. Measurement And Payment	7
<b>Warranty</b>	
D27. 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. Protection of existing trees	2
E6. Damage to Existing Structures, Trees and Property	3
E7. Pedestrian Safety And Traffic Management	3
E8. Protection of the Survey Infrastructure	3
E9. Site Enclosures	4

### **Site Development**

E10. Removals, Excavation and Grading	4
E11. Timber Edging	6
E12. Protective Surfacing	7
E13. Tree Planting	9
E14. Cast-in Place Concrete Approach	14
E15. Asphalt Walkway	15
E16. Site Furniture	17
E17. Soil and Sod	19

### **Play Equipment**

E18. Play Equipment	20
E19. Swing Set	23
E20. Foundations	24
E21. Maintenance Kits	25

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 REDEVELOPMENT OF HEADMASTER PARK

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, August 8, 2018.

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.

B3.2 The Proponent is responsible for determining:

- (a) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (b) all other matters which could in any way affect his/her Proposal or the performance of the Work.

### **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.

B6.3 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>.

B6.4 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.

B6.5 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 five (5) 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 B21.
- 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 Proponents should submit one (1) unbound 11” x 17” original (marked “original”) including drawings and six (6) copies (copies can be in any size format) for sections identified in B8.1 and B8.2.
- B8.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B8.7 The Bid Submission may be submitted by mail, courier or by personal delivery.
- B8.8 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

B8.8.1 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.

B8.9 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).

B8.9.1 Bids submitted by internet electronic mail (e-mail) or facsimile transmission (fax) 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 12 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 should 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 should 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 should submit component description and/or graphic or catalogue reference outlining specifications of play equipment components.

**B13. DISCLOSURE**

- B13.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B13.2 The Persons are:
- (a) N/A

**B14. CONFLICT OF INTEREST AND GOOD FAITH**

- B14.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:
- (a) other commitments;
  - (b) relationships;
  - (c) financial interests; or
  - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
  - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
  - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to

the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

- B14.3** In connection with its Proposal, each entity identified in B14.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
  - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; and
  - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B14.4** Without limiting B14.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B14.5** Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
  - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B14.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B15. QUALIFICATION**

- B15.1** 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.
- B15.2** 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>.

- B15.3 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);
  - (d) have a valid Canadian Certified Playground Inspector.
- B15.4 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.
- B15.5 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.
- B15.6 Further to B15.3(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) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
    - (i) 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
    - (ii) 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
  - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).
- B15.7 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.
- B15.8 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.
- B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**
- B16.1 Proposals will not be opened publicly.
- B16.2 After award of Contract, the name(s) of the Proponents and the Contract amount of the successful Proponent and their address(es) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/> .

B16.3 The Proponent is advised any information contained in any Proposal 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).

B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16.4 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.

#### **B17. IRREVOCABLE OFFER**

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive 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.

#### **B18. WITHDRAWAL OF OFFERS**

B18.1 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.

B18.1.1 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.

B18.1.2 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 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B18.1.3 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 12 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.

B18.2 A 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 B17.2 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.

#### **B19. INTERVIEWS**

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

## **B20. NEGOTIATIONS**

- B20.1 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.
- B20.2 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.
- B20.3 If, in the course of negotiations pursuant to B20.2, 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.

## **B21. EVALUATION OF PROPOSALS**

- B21.1 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 Subconsultants, if any, pursuant to B15:                                 | (pass/fail) |
| (c) Total Bid Price;   | 10%         |
| (d) Design Drawings/Component Descriptions   | 90%         |
- B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B21.4 Further to B21.1(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.
- B21.4.1 Further to B21.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B21.4.2 Further to B21.1(c), the Award Authority may reject a Bid as being non-responsive if it exceeds the budget as shown on Form B: Prices.
- B21.4.3 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.
- B21.5 Further to B21.1(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.
- B21.5.1 The Design shall be evaluated on the following criteria:
- |  |
|--|
| (a) compliance with CSA Standards (pass/fail);                             |
| (b) play value (maximum 39 points):  |
| (i) 8 points – Gross Motor Play Experience(s) (Climbing, balancing, etc.); |

- (ii) 8 points – Motion Component(s);
  - (iii) 7 points - Provides opportunities for appropriate social / interpersonal interaction and co-operative play;
  - (iv) 7 points – Imaginative/ Cognitive Play Component(s), including fine motor skills;
  - (v) 5 points – Sliding Component for 5-12 year old; & one for 2-3 year old
  - (vi) 4 points - Variety of play Components.
- (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](http://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 23 points):
- (i) 5 points – Flow and relationship between play area activities;
  - (ii) 5 points - Layout/orientation of components on Site and in relation to seating areas;
  - (iii) 5 points - Orientation to provide good visibility to play area from adjacent road
  - (iv) 5 points – Efficient use of space within and between elements;
  - (v) 3 points - Slide orientation – north or east.
- (e) Durability (maximum 10 points):
- (i) 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.
- (f) Drawing and Design Submission Clarity (maximum 3 points):
- (i) 1 point – Drawing Submission including complete Site Plan, clearly showing the location of all play equipment, play edging, pathways and seating areas.
  - (ii) 2 points – Clarity of drawings, supportive imagery and literature that serve to effectively communicate the intent of the play structures design and function.

B21.6 Further to B21.5.1(a), if Contractor states play equipment components are compliant with CSA Standards which are not, liquidated damages shall be charged as per D15.1 should this result in additional design and/or meeting time on the part of the Contract Administrator.

## **B22. AWARD OF CONTRACT**

B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B22.2 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.

B22.2.1 Without limiting the generality of B22.2, 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.

B22.3 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.

B22.3.1 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.

- (a) Notwithstanding C4 and Paragraph 6 of Form A: Bid, the City may issues a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- (b) The Contract Documents, as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.

B22.4 The City may, at its discretion, award the Contract in phases.

B22.5 Further to Paragraph 6 of Form A: Proposal and C4, the successful Proponent will be provided with Contract documents for execution following issuance of a Letter of Intent.

## **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](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 Work to be done under the Contract shall consist of supply and installation of play equipment, timber edging, safety surfacing, asphalt, sod, deciduous trees, and site furniture.

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

- (a) Playground equipment;
- (b) Two-Tier timber edging;
- (c) Engineered wood fibre safety surfacing
- (d) Asphalt path and seating area
- (e) Curb cut and accessible concrete approach
- (f) Soil sod and tree planting
- (g) Site furniture

#### **D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is Little Bluestem Landscape Architecture + Design , represented by:

Darcy Granove  
Landscape Architect, MALA, CSLA  
Telephone No.: 204-509-3306  
Email address: dgranove@littlebluestemla.com

D3.2 Before commencement of Work, Mrs. Granove 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 Further to C6, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.

D4.2 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.

D4.2.1 Further to C5, Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

## **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 Notwithstanding C23.2.2, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following:
- The City of Winnipeg  
Attn: Chief Financial Officer  
Office of the Chief Administrative Officer  
Susan A. Thompson Building  
2nd Floor, 510 Main Street  
Winnipeg MB R3B 1B9
- D6.2 **Bids Submissions must not be submitted to this address. 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 If the Contract Price exceeds one-hundred thousand dollars (\$100,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

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

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) Excavation for play area and path;
  - (c) Rough Grading;
  - (d) Installation of play edging;
  - (e) Installation of play equipment;
  - (f) Installation of safety surfacing;
  - (g) Installation of path, curb cut, concrete approach, and seating areas;
  - (h) Installation of site furniture;
  - (i) Installation of soil, sod and deciduous trees; and
  - (j) 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.
  - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D13.3 The Contractor shall Commence the Work on the Site within forty two (42) Calendar Days of Receipt of the Letter of Intent.**
- D13.4 The City intends to award this Contract by August 22, 2018.
- D13.4.1 If the actual date of award is later than the intended date, the dates specified for Commencement, Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

### **D14. SUBSTANTIAL PERFORMANCE**

- D14.1 The Contractor shall achieve Substantial Performance within fifteen (15) consecutive Working Days of the commencement of the Work as specified in D13.

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 re-inspected.

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) consecutive Working Days of the commencement of the Work as specified in D13.

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 re-inspected.

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 Substantial Performance during which such failure continues.

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

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

#### **D17. SCHEDULED MAINTENANCE**

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

- (a) Tree planting and maintenance as specified in E13;
- (b) Sod installation and maintenance as specified in E17;

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 B15.6, 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 B15.6.

**D21. PLANT AND MATERIALS**

D21.1 Plant and Material that is the property of the City shall not be removed from the Site, disposed of or used except for the purposes of the Work without the prior consent of the Contract Administrator.

**D22. SAFETY**

D22.1 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.

D22.2 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.

D22.3 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;

**D23. SITE CLEANING**

D23.1 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.

D23.1.1 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.

- D23.1.2 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.

## **D24. INSPECTION**

- D24.1 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.

- D24.2 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.

## **D25. DEFICIENCIES**

- D25.1 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.

- D25.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C18.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.

- D25.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.

- D25.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D25.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

## **MEASUREMENT AND PAYMENT**

### **D26. MEASUREMENT AND PAYMENT**

- D26.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **WARRANTY**

### **D27. WARRANTY**

- D27.1 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. 662-2018 REDEVELOPMENT OF HEADMASTER PARK

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

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

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

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SIGNED AND SEALED**  
in the presence of:

\_\_\_\_\_  
(Witness as to Principal if no seal)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)**  
(See D10)

\_\_\_\_\_  
(Date)

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

RE: PERFORMANCE SECURITY – RFP NO. 662-2018 REDEVELOPMENT OF HEADMASTER  
PARK

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

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

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

\_\_\_\_\_  
Canadian dollars.

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

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

Partial drawings are permitted.

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

\_\_\_\_\_  
(Address)

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

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

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

\_\_\_\_\_  
(Date)

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

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

This credit is subject to the Uniform Customs and Practice for Documentary Credit (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>
L1.0	Removals and Demolition Plan
L1.1	Materials and Grading
L1.2	Layout
SCD-119	Waste Receptacle side opening metal slat type
SCD-121A	Tache Bench Composite with Arms
SCD-122	Tache Style Metal Frame Picnic Table
SCD-122A	Tache Style Wheelchair Metal Frame Picnic Table
SCD-517	Standard Detail for Tree Planting
SCD-648	Parkway Path Asphalt
SCD-650	Engineered Wood Fibre Safety Surfacing Drainage Diagram
SCD-651	Single Tier Timber Edging with Cap
SCD-651A	Double Timber Edging with Cap
SCD-154	Bilingual Park Sign with Address

#### 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. PROTECTION OF EXISTING TREES**

- E5.1 The Contractor shall investigate the Site with the Contract Administrator and identify any plant material within the Construction Boundary that is to be protected during construction.
- E5.2 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing trees within the limits of the Construction Boundary and the Site access area(s):
- (a) Trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2440 mm wood plants, or other suitable protection as approved by the Contract Administrator.
  - (b) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measures in inches) where 1 inch equals 1 foot measures from the outside edge of the trunk of the tree at 6 inches above grade.
  - (c) Equipment shall not be operated within the drip line without written permission from the Contract Administrator. Equipment shall not be parked, repaired, refueled; construction materials shall not be stored, and earth materials shall not be stockpiled within the drop lines of trees. The drip line of a tree shall be considered to be the entire ground surface located directly beneath the tree and radiating out to the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
  - (d) Carefully remove safety fencing and strapping material without harming the trees as soon as the construction and restoration Work is complete.
- E5.3 Obtain approval from the Contract Administrator to excavate within 2.0 meters of a tree.
- E5.4 All damage or pruning required to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the Forestry Branch. Damages must be repaired by an Individual with a Manitoba Arborist License or by the Forestry Branch.

## **E6. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY**

- E6.1 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.
- E6.2 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.
- E6.3 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.
- E6.4 No separate measurement or payment will be made for the protection of trees.

## **E7. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT**

- E7.1 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.
- E7.2 Ambulance/ Emergency vehicle access must be maintained at all times.

## **E8. PROTECTION OF THE SURVEY INFRASTRUCTURE**

- E8.1 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.
- E8.2 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.

- E8.3 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.
- E8.4 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.

## **E9. SITE ENCLOSURES**

- E9.1 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.
- E9.2 Site enclosures shall be considered incidental to the Contract Work.

## **SITE DEVELOPMENT**

### **E10. REMOVALS, EXCAVATION AND GRADING**

#### **E10.1 General Description**

- E10.1.1 This specification shall cover the removal and legal disposal of existing earth and playground surfacing. It shall amend and supplement CW 3110 and CW 3170. It shall cover the excavation of existing earth and playground material, excavation for new play area, excavation of asphalt pathway and concrete approach and excavation of sand and pea gravel outside of play area; and site grading as per Drawings.
- E10.1.2 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.
- E10.1.3 The Specification shall cover the removal of and disposal of all existing site elements, except those which are to be removed by the city, add clean fill if necessary, and grade to the limits shown on the drawings to the depths to achieve finish grade and to build all work as shown on the Drawings, including but not limited to:
- (a) Sand outside of New Play Area
- (i) Excavate and legally dispose of existing sand, depth varies
- (ii) Sand outside of new play area: excavate entire depth of existing sand surfacing, depth varies
- (b) Pea Gravel outside of New Play Area
- (i) Excavate and legally dispose of existing pea gravel, depth varies
- (c) Sand and earthen material inside New Play Area
- (i) Play Area depth of excavation is approximately 225 mm (75 mm depth granular drainage layer and an additional 150 mm depth granular drainage layer)

- (ii) Excavate all sand inside new play area, depth varies
  - (d) Asphalt path and associated base material as required;
  - (e) Topsoil over excavated Play Areas
    - (i) Ensure surfacing to be excavated 200mm below finish grade with a variance +/- throughout.
  - (f) Concrete approach
- E10.1.4 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work hereinafter specified.
- E10.2 Equipment
- E10.2.1 All equipment shall be of a type approved by the Contract Administrator and shall be kept in good working order.
- E10.3 Construction Methods
- E10.3.1 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.
  - (c) Contractor must coordinate with the Contract Administrator to ensure all removals have occurred.
  - (d) 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.
  - (e) Excavate to the limits shown and as necessary to achieve finish grades as indicated on the Drawings:
    - (i) New Play Areas – depth to accommodate required safety surfacing based on proposed play equipment in accordance with Drawings and per E12.
- E10.3.2 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
- E10.3.3 Do not disturb adjacent items designated to remain in place.
- E10.4 Method of Measurement and Basis of Payment
- E10.4.1 Method of Measurement shall be as follows:
  - (a) Remove and dispose of existing earth and playground surfacing will be measured on a cubic meter basis for:
    - (i) “Remove and dispose of existing earth and playground surfacing” of Form B: Prices.
  - (b) Remove and dispose of material outside of existing Play Area will be measured on a cubic meter basis for:
    - (i) “Excavation and legally dispose of earth, sand and pea gravel in areas outside of proposed play areas” of Form B: Prices.
  - (c) No measurement will be made for:

- (i) Excavation and grading of asphalt path as these items are incidental to E15
- (ii) Excavation and grading of concrete approach as these items are incidental to E14
- (iii) The import of clean fill to achieve rough grading as this is incidental to the work herein

E10.4.2 Basis of Payment shall be as Follows:

- (a) Excavation, Removals and Grading 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 separate payment will be made for:
  - (i) Excavation and grading of asphalt path as these items are incidental to E15
  - (ii) Excavation and grading of concrete approach as these items are incidental to E14
  - (iii) The import of clean fill to achieve rough grading as this is incidental to the work herein

## **E11. TIMBER EDGING**

E11.1 General Description

E11.1.1 This specification shall cover the supply and installation of single and two tier timber edging to contain the engineered wood fibre safety surfacing in the new play area.

E11.1.2 The Work to be done by the Contractor under this specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to satisfactory performance and completion of all Work as shown on the Drawings as specified herein.

E11.2 Materials and Construction Method

E11.2.1 Cap and screws as per SCD-651A and Drawings.

E11.2.2 Excavate and backfill with compacted granular base under timber. Tamper down and compact to 95% SPD. Supply and installation of granular base is incidental to the Work in this section.

E11.2.3 Spikes and rebar fastenings.

- (a) Fastenings which cause splintering or cracking of material to which anchorage is made are not acceptable.

E11.2.4 All wood 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 140 mm with a minimum length of 1200 mm. All ends and cuts shall be treated with preservative before being secured. Use longest lengths possible.

E11.2.5 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 600 mm.

E11.2.6 Method of construction for single timber edging at accessible entrances shall be constructed with same requirements as two tier edging and as per SCD-651

- (a) Safety surfacing and asphalt pavement to be flush with top of timber to ensure accessibility

E11.2.7 Sod shall be repaired as required around edging as per SD 243, CW3540, and E19

E11.2.8 Cleaning as per D23.

E11.3 Method of Measurement and Basis of Payment

E11.3.1 Method of Measurement shall be as follows:

(a) Timber Edging will be measured on a linear basis for:

- (i) "Supply and Install Two layer timber edging with cap" on Form B: Prices.
- (ii) "Supply and Install single-tier timber edging with cap" on Form B: Prices

E11.3.2 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 as accepted by the Contract Administrator.

## E12. PROTECTIVE SURFACING

E12.1 General Description

E12.1.1 This specification shall cover the supply and install of engineered wood fibre safety surfacing, including granular drainage layer and an **additional 150 mm depth granular drainage layer**.

E12.1.2 The Work to be done by the Contractor under this specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for the incidental to satisfactory performance and completion of all Wok as shown in the Drawings and specified herein.

E12.2 Materials

E12.2.1 Engineered Wood Fibre Surfacing

(a) Wood Fibre product shall be either Zeagar Woodcarpet system 1 or Fibar FibarSystem **200**:

- (i) **Only the Fibar System 200 with granular drainage layer will be acceptable, not the drainage strips as used in the Fibar System 300**
- (ii) 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

(iii) 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

- (b) Wood Fibre surfacing shall be supplied by and authorized distributor and delivery slips and/or warranty certificate from an authorized supplier are to be submitted to the Contract Administrator prior to installation.
- (c) Approved substitutions must be in accordance with B7 and the following conditions:
  - (i) Materials must be IPEMA certified Engineered Wood Fibre;
  - (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 Ccanadians 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 including 300 mm additional drainage, and mats under swings and end 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.
- (f) Granular base for below engineered safety surfacing is to be pea gravel regardless of which wood fibre product is used.

### E12.3 Construction Methods

#### E12.3.1 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 2400 mm (8'0"), depth of material to directly correspond to maximum fall height of play equipment in accordance with manufacturer's written instructions and specifications.
  - (i) Ensure safety surfacing is flush with top of timber as per SCD-651 and SCD-651A.
- (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 in accordance with manufacturer's written instructions and specifications.
- (d) Additional 150 mm depth granular drainage stone is to be installed underneath protective surfacing as supplementary drainage layer.**
- (e) Adequate drainage within play equipment area must be ensured and in accordance with manufacturer's written instructions and specifications.
- (f) Filter fabric must be cut and fit around playground equipment footings and overlap seams by 300 mm.
- (g) Installation
  - (i) Shall be done by equipment sized to suit the Work being done
  - (ii) Wood Fibre shall be spread by hand, as necessary, in the immediate vicinity of the play equipment so as not to damage the play equipment. Any damaged tot eh play equipment shall be reported to the Contract Administrator immediately.
  - (iii) The play equipment shall be swept clean to the satisfaction of the Contract Administrator after installation of the Wood Fibre.

#### E12.3.2 Cleaning as per D23.

#### E12.4 Method of Measurement and Basis of Payment

##### E12.4.1 Method of Measurement shall be as follows:

- (a) Protective surfacing shall be measured on a square meter basis for
  - (i) "Supply and install Engineered wood fibre safety surfacing and associated subsurface drainage system" on Form B: Prices
- (b) No separate measurement shall be made for additional 150 mm granular as this is incidental to the work herein

##### E12.4.2 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 separate payment shall be made for additional 150 mm granular as this is incidental to the work herein

### E13. TREE PLANTING

#### E13.1 Description

E13.1.1 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work as shown on the Drawings and as hereinafter specified, including, but not necessarily confined to the following:

- (a) Supply and installation of tree in well.

#### E13.2 Materials

##### E13.2.1 General

- (a) All nursery stock supplied shall be Canadian prairie nursery grown, of the species and sizes indicated on the drawings. Quality shall be in accordance with the latest "Guide Specification for Nursery Stock of the Canadian Nursery Trades Association".
- (b) Any nursery stock dug from native stands, wood lots, orchards or neglected nurseries and which have not received proper cultural maintenance as advocated by the Canadian Nursery Trades Association shall be designated as "collected plants". The use of "collected plants" is prohibited.
- (c) The Contract Administrator reserves the right to inspect the plant material at their original source, and to instruct the supplier on root and branch pruning requirements.
- (d) Nomenclature of specified nursery stock shall conform to the International Code of Nomenclature for Cultivated Plants and shall be in accordance with the approved scientific names given in the latest edition of standardized Plant Names. The names of varieties not names therein are generally in conformity with the names accepted in the nursery trades.
- (e) Plants larger than specified may be used if approved by the Contract Administrator. The use of such plants shall not increase the Contract price.
- (f) All nursery stock shall be well branched, true to type, structurally sound, possess a well-developed, undamaged root system and shall be free of disease, insect infestations, rodent damage, sunscald, frost cracks and other abrasion or scars to the bark. All parts of the nursery stock shall be moist and show live, green cambium when cut.

- (g) At least one plant of each variety supplied shall bear a tag showing both the botanical and common name of the plant.

#### E13.2.2 Miscellaneous Materials

- (a) Water shall be potable and free of minerals which may be detrimental to plant growth.
- (b) Stakes shall be metal T-bar, steel, 40 x 40 x 5 x 2440mm. Stakes must be adequately installed into sub-base as to ensure they are not easily moved by vandalism.
- (c) Guying wire shall be 3 mm diameter multi-strand galvanized steel cable.
- (d) Guying Collar shall be plastic tube, 13 mm diameter, nylon reinforced.
- (e) Trunk protection shall be plastic perforated spiralled strip.
- (f) Fertilizer shall be a slow release formulation of low nitrogen and high phosphorous e.g. 10-50-12. Apply quantities at rates stated by product manufacturer.
- (g) Planting Soil shall be as per specification.
- (h) Root Ball Burlap shall be 150 g Hessian burlap, biodegradable.
- (i) Wire Baskets shall be horticultural accepted product designed to carry the weight and to contain a burlap-covered root ball. Minimum diameter basket size is to conform to the same minimum diameter of the tree root ball for the respective minimum tree caliper sizes.

#### E13.2.3 Plant Material

- (a) Nomenclature of specified trees is to conform to the International Code of Nomenclature for Cultivated Plants and is to be in accordance with the approved scientific names given in the latest edition of the Standardized Plant Names.
- (b) Trees are to be characteristically developed for their species and structurally sound, well branched, healthy and vigorous and densely foliated when in leaf. The tree is to have a healthy, well developed, fibrous root system which may be verified through a testing procedure that destructively samples one or more randomly selected root balls.
- (c) Trees are to have been root pruned regularly, but not later than one growing season prior to arrival on Site. The Contractor may be required to furnish documentation to the client on their root-pruning program. Trees in excess of 75mm caliper are to have been half root pruned during each of two successive growing seasons, the latter at least, one growing season prior to arrival on Site.
- (d) All parts of the trees, especially the lower branches, are to be moist and show live, green cambium tissue when cut.
- (e) Trees are to have only one, sturdy, reasonably straight and vertical trunk, and a well-balanced crown with fully developed leader.
- (f) Trees are to be free of disease, insect infestation, rodent damage, sun scald, frost cracks, abrasions, unhealed scars, scars exceeding 50 mm in diameter, major forks or crooks in the trunk, broken branches, or angled leaders. Trees having the above defects will not be accepted by the Contract Administrator.
- (g) Trees having a leader which has developed at a sharp angle to the trunk as a result of pruning or trunk damage will not be accepted.
- (h) Trees exhibiting suppressed, weakly developed branches due to competition from other closely spaced trees in the nursery will not be accepted. Trees exhibiting dead branches will not be accepted.
- (i) Any tree that has come out of dormant stage and is too far advanced will not be accepted unless prior approval obtained. Approval is required for any tree which has been held in cold storage.
- (j) Balled and burlapped trees in excess of a 3.0 m height must have been dug with large firm ball. Roots in root balls must be comprised of 75% fibrous and feeder root

systems. Secure root balls with burlap, heavy twine and rope. For trees 75mm or more in caliper, wrap ball in double layer of burlap and drum lace with minimum 10mm diameter rope. Protect root balls against sudden changes in temperature and exposure to heavy rainfall.

- (k) Tree spade dug trees are to be dug with mechanized digging equipment with hydraulic spade. Lift root ball from hole, place in wire basket designed for purpose and lined with burlap. Tie basket to ball with heavy rope. Take care not to injure trunk of tree with wire basket ties or rope.
- (l) Use of collected or native trees is not permitted.

#### E13.2.4 Plant Quantity and Size

- (a) Trees are to be supplied and planted at the quantities and caliper listed on the Plant Specification List shown on the drawings. Any variations to species, size or caliper of specified plants will require a request for approval from the Contract Administrator.
- (b) Any changes in planting locations will be determined on-site by the Contract Administrator.
- (c) Trees are to be measured when the branches are in their normal position. Height dimensions specified are to refer to the main body of the tree and not from branch tip to root base. Where trees have been measured by caliper or diameter, reference is to be made to the diameter of the trunk measured 15cm above the ground as the tree stands in the nursery prior to lifting. Caliper of tree shall be appropriately designed on a permanently fixed tag on one of the branches.

#### E13.2.5 Shipment and Pre-Planting Care

- (a) Coordinate shipping of trees and excavation of holes to ensure minimum time lapse between digging and planting.
- (b) Tie branches of trees securely, and protect trees against abrasion, exposure and extreme temperature change during transit. Avoid binding of trees with rope or wire which would damage bark, break branches or destroy natural shape of tree. Give full support to root ball of trees during lifting.
- (c) Cover tree foliage with tarpaulin, and protect bare roots by means of dampened straw, peat moss, saw dust or other acceptable material to prevent loss of moisture during transit and storage.
- (d) Remove broken and damaged roots with sharp pruning shears. Make clean cuts, and cover cuts over 10 mm diameter with wound dressing.
- (e) Keep roots moist and protected from sun and wind. Heel-in trees which cannot be planted immediately in shaded areas and water well.

### E13.3 Construction Methods

#### E13.3.1 Workmanship

- (a) Location of trees will be staked out or painted on Site by the Contractor. Locations shall be approved by the Contract Administrator prior to installation.

#### E13.3.2 Planting Time

- (a) Plant deciduous trees during dormant period before buds have broken. Trees noted for spring planting only, must be planted in dormant period.
- (b) Plant only under conditions that are conducive to health and physical conditions of trees.

#### E13.3.3 Excavation

- (a) Planting pits shall be excavated as per SCD-517.
- (b) Protect bottom of excavations against freezing.

- (c) Remove water which enters excavations prior to planting, Ensure source of water is not ground water and notify Contract Administrator.

#### E13.3.4 Installation

- (a) Installation shall be as per Drawing SCD-517.
- (b) Planting shall be done during periods of suitable weather conditions and in accordance with locally accepted practice.
- (c) Trees are to be planted within forty eight (48) hours of excavation from the nursery.
- (d) No tree pit is to be left open at the end of the Contractor's Work Day. Planting program is to be planned to ensure that all approved trees delivered to the Site at designated planting locations are installed and thoroughly watered the same day as delivery.
- (e) With balled and burlapped root balls and root balls in wire baskets, burlap shall be loosened and cut away from the top 1/3 without disturbing root ball. Wire shall be cut away and removed from the top 1/3 of the root ball. Burlap or rope shall not be pulled from under root ball. Non-biodegradable wrapping shall be removed.
- (f) After inserting the tree and tamping the root system with topsoil in layer of 150mm, water shall be poured in until the pit is thoroughly soaked. Filling of the hole shall then be completed and the fill-in soil shall be packed firmly around the roots, leaving a concave surface for convenient watering. After filling, the planting shall be watered at frequent intervals.
- (g) Each tree is to have an earth saucer at its base having a diameter as large as the excavation with a 100 mm lip formed at the perimeter of the saucer to retain water.
- (h) All nursery stock shall be set plumb in the centre of pits and at levels as shown on the planting details after settlement has taken place
- (i) Nursery stock shall be faced to give the best appearance or relationship to adjacent structure and to the approval of the The City or his/her representative. Trees shall be placed equal to depth they were originally growing in nursery.

#### E13.3.5 Fertilizing

- (a) When planting is completed, give surface of planting saucer dressing of fertilizer meeting the requirements of Specification. Mix fertilizer thoroughly with top layer of planting soil and water in well.

#### E13.3.6 Trunk Protection

- (a) Install trunk protection on trees as indicated.
- (b) Install trunk protection prior to installation of tree supports when used.

#### E13.3.7 Pruning

- (a) The Contractor shall provide a licensed Manitoba Certified Arborist for each work crew or work site.
- (b) Employ clean sharp tools and make cuts flush with branch collars. Remove dead and injured branches.

#### E13.3.8 Protection of Stock

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

E13.3.9 Wound Dressing

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

E13.3.10 Maintenance

- (a) The Contractor shall be responsible for the maintenance of the trees for a period of **two (2) years** from the date of Substantial Performance. Any areas planted after September 15th, the maintenance period will commence on May 15th of the following year or such date as mutually agreed upon by all parties.
- (b) Water to ensure soil moisture conditions for optimum growth and health of plant material. Ensure watering techniques do not cause erosion.
- (c) Reform damaged watering saucers.
- (d) Remove weeds bi-monthly.
- (e) Replace or re-spread damaged, missing or disturbed mulch.
- (f) If required to control insects, fungus and disease, use appropriate control methods in accordance with Federal, Provincial and Municipal regulations. Obtain product approval from Contract Administrator prior to application.
- (g) Apply fertilizer as directed by manufacturer's specifications.
- (h) Remove dead, broken or hazardous branches from plant material.
- (i) Keep trunk protection and tree supports in proper repair and adjustment.
- (j) Remove trunk protection, tree supports and level watering saucers at end of warranty period.
- (k) Remove and replace dead plants and plants not in healthy growing condition. Make replacements in same manner as specified for original plantings.
- (l) Submit monthly written reports to Contract Administrator identifying:
  - (i) Maintenance work carried out.
  - (ii) Development and condition of plant material.
  - (iii) Preventative or corrective measures required which are outside Contractor's responsibility.

E13.3.11 Warranty

- (a) The Contractor shall, at his/her expense, warrant the Work against any and all defects or deficiencies resulting from insect infestation, disease and mechanical damage due to improper handling, installation or maintenance, for a period of two (2) years for trees from the date of the Total Performance. Nursery stock damaged by vandalism or reasons beyond the control of the Contractor shall be replaced by the client.
- (b) End-of-Warranty inspection will be conducted by the Contract Administrator.
- (c) The Contract Administrator reserves the right to request material replacement or extend the Contractor's Maintenance responsibilities for an additional one (1) year if, at the end of the Warranty Period, leaf development and growth are not sufficient to ensure future survival of the plant material.

E13.3.12 Replacements

- (a) During the Maintenance Period, the Contractor shall remove from Site any plant material that has died or failed to grow satisfactorily as determined by the Contract Administrator and replace as per Specifications within a maximum ten (10) day period from notification.
- (b) Defective plants shall be replaced within three (3) days of notification to the Contractor.

- (c) The Contractor shall extend Maintenance and Warranty on replacement tree for a period equal to the original Maintenance and Warranty Periods.
- (d) The Contractor shall continue such replacement, Maintenance and Warranty until tree is acceptable.

E13.3.13 Cleaning as per D23

E13.4 Method of Measurement and Basis of Payment

E13.4.1 Method of Measurement shall be as follows:

- (a) Trees will be measured on a per units basis for:
  - (i) "Supply and install trees" on Form B: Prices.

E13.4.2 Basis of Payment shall be as follows:

- (a) Trees will be paid for at the Contract unit price, which shall be payment in full including all costs for the trees and perennial grasses, extended maintenance, and all other items incidental to the Work included in this Specification.
  - (i) Species, quantities, and sizes as noted.

E13.4.3 Plant Specification List

- (a) As per drawings.

**E14. CAST-IN PLACE CONCRETE APPROACH**

E14.1 This specification shall cover the supply and installation of 100 mm concrete approach.

E14.2 Description

E14.2.1 The specification shall supplement the current version of CW 3325 and CW 3310.

E14.2.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the Drawings and specifications.

E14.3 Materials

E14.3.1 All material shall conform to current CW 3325 and CW 3310 and all other applicable current City of Winnipeg Standard Construction Specifications, whether listed herein or not.

E14.3.2 Granular limestone base is to be crushed stone or gravel having hard angular particles, free from clay lumps, cementation, organic material, frozen material or other deleterious materials.

E14.3.3 Geotextile shall be non-woven and installed as shown on the Drawings. It shall have an apparent opening size of between 0.149 mm and .210 mm and a minimum unit weight of 135 grams per sq. m.

E14.4 Supply of Materials and Equipment

E14.4.1 The Contractor shall supply all materials and use equipment in accordance with the current version of CW 3325.

E14.5 Construction Methods

E14.5.1 No concrete work shall commence until the excavation has been completed in accordance with the current version of CW 3110 and the Drawings has been approved by the Contract Administrator.

E14.5.2 Sub-base compaction shall be in accordance with the current version of CW 3110.

E14.5.3 Base Course to be installed to a **minimum depth** of 150 mm.

- E14.5.4 Pavement joints shall be constructed, where required, as directed by the Contract Administrator and as shown on the Drawings.
- E14.5.5 Concrete Placement for concrete walkways shall be installed to a depth of 100 mm thickness.
- E14.6 Cleaning as per D23.
- E14.7 Method of Measurement and Basis of Payment
- E14.7.1 Method of Measurement shall be as follows:
- (a) Cast-in place concrete pavement shall be measured on a square meter basis for:
    - (i) "Supply and install Concrete sidewalk" on Form B: Prices.
    - (b) No separate measurement will be made for ¼" concrete lip at curb.
    - (c) No separate measurement will be made for curb repair.
- E14.7.2 Basis of Payment shall be as follows:
- (a) Cast-in place concrete pavement 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 separate payment will be made for:
    - (i) Curb cut and removal, and
    - (ii) ¼" concrete lip at curb as these are considered incidental to the work herein.

## **E15. ASPHALT WALKWAY**

### E15.1 Description

**E15.1.1** This specification shall cover the supply and installation of new asphalt walkway providing access to the new Play Area, as per Drawings.

**(a) The use of recycled concrete aggregate as a base course will not be permitted**

### E15.2 Excavation

E15.2.1 This Specification shall be done in accordance the City of Winnipeg's Standard Construction Specification CW 3110– "Sub-Grade, Sub-Base and Base Course Construction" and as per SCD-648.

E15.2.2 Excavation shall be understood to include all removal of existing in situ material necessary to achieve finished grade and as indicated on Drawings, all in accordance with E10.

### E15.2.3 Construction Methods

- (a) Excavation shall be performed as outlined in CW 3310 – Item 3.2 – "Excavation".
- (b) All excavated material shall be removed, hauled and disposed of off-site to the satisfaction of the Contract Administrator.

### E15.3 Sub-base Compaction

E15.3.1 Sub-grad compaction shall be done in accordance with City of Winnipeg's Standard Construction Specification CW 3110 – "Sub-Grade, Sub-Base and Base Course Construction".

### E15.3.2 Construction Methods

- (a) Sub-grade compaction shall be performed as outlined in CW 3110 item 3.3 "Preparation of Sub-Grade and Placement of Sub-Base Material".

- (b) Sub-grade shall be free of any fibrous organics, softened and disturbed soil. The prepared sub-grade shall be proof rolled with a heavy sheep's foot roller (min 25 passes) and inspected by the Contract Administrator to detect for any soft spots prior to the placement of overlying granular fills.

#### E15.4 Geotextile Fabric

E15.4.1 Geotextile Fabric shall be placed in accordance with the City of Winnipeg's Standard Construction Specification CW 3130 "Supply and Installation of Geotextile Fabrics."

#### E15.4.2 Materials

- (a) The separation/ reinforcement geotextile fabric shall be non-woven and conform to the Products Approved as listed in City of Winnipeg Specification for Approved Products for Surface Works.

#### E15.4.3 Construction Methods

- (a) Separation / Reinforcement geotextile fabric shall be installed as outlined in CW 3110 item 3.1 "Separation/Reinforcement Geotextile Fabric".

#### E15.5 Crushed limestone sub-base course material

E15.5.1 Crushed limestone sub-base material shall be supplied and installed in accordance with City of Winnipeg's Standard Construction Specification CW 3110 "Sub-Grade, Sub-Base and Base Course Construction".

#### E15.5.2 Materials

- (a) Sub Base: 50 mm (2") down crushed limestone as per Drawing SCD-647.

#### E15.5.3 Construction Methods

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

#### E15.6 Crushed Limestone Base Course Material

E15.6.1 Crushed limestone base material shall be supplied and installed in accordance with City of Winnipeg's Standard Construction Specification CW 3110 "Sub-Grade, Sub-Base and Base Course Construction".

#### E15.6.2 Materials

- (a) Base course material shall be 20 mm (3/4") down crushed limestone as per Drawing SCD-248.

#### E15.6.3 Construction methods

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

#### E15.7 Asphalt Pavement

E15.7.1 Asphalt shall be supplied and installed in accordance with City of Winnipeg Standard Construction Specification CW 3410 "Asphaltic Concrete Pavement Works".

#### E15.7.2 Materials

- (a) Asphalt shall be Type 1A as specified and to a thickness of 75 mm (3") as shown on the Drawings.

#### E15.7.3 Construction Methods

- (a) Asphalt shall be supplied and installed in accordance with the lines, grades and thickness shown on the Drawings and to City of Winnipeg Construction Specification CW 3410. Asphalt shall be placed in one lift.

#### E15.7.4 Crack Sealing

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

#### E15.7.5 Quality Control for Hard Surfaced Areas

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

#### E15.8 Method of Measurement and Basis of Payment

##### E15.8.1 Method of Measurement shall be as follows:

- (a) Asphalt Walkway will be measured on a square meter basis for:
  - (i) "Supply and Install Asphalt Walkway" on Form B: Prices.

##### E15.8.2 Basis of Payment shall be as follows:

- (a) Asphalt Walkway 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 General Description

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

E16.1.2 The Work to be done by the Contractor under this specification shall include the furnishing of all superintendence, overhead, labour, material, 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 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 Site Furniture shall be:

- (a) Bench – Tache Composite Bench with Arms, per SCD-121A, or substitute in accordance with B7.
- (b) Accessible Picnic Table – Tache Style Wheelchair Metal Frame Picnic Table, per SCD-122A, complete with two (2) duckbill anchors, or substitute in accordance with B7.
- (c) Waste Receptacle – Waste Receptacle Metal Slate Type, per SCD-119 and wire basket, or substitute in accordance with B7
- (d) Headmaster Park – Bilingual Park Sign with Address, per SCD-154, Double Sided Sign, sign to have the following name and Address: “Parc Headmaster Park”, “270 Headmaster Row”, or substitute in accordance with B7.

E16.2.3 For ordering Site Furniture please email

- (a) [pwd-cps-orderdesk@winnipeg.ca](mailto:pwd-cps-orderdesk@winnipeg.ca)

### E16.3 Construction Methods

E16.3.1 All Work is to be located and installed in accordance with the Drawings, SDs, 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;

- (a) Contractor to ensure all furnishings, fixtures and signage are intact, undamaged, and in good working order upon pickup. Damaged site furnishings will not be accepted.
- (b) All furnishings and figures to be installed plumb and true to correct elevations and location, as directed by the 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 of site furnishings, fixtures, and signage is prohibited.
- (d) Damaged site furnishings, fixtures, and signage, installed or otherwise, may be refused by Contract Administrator upon inspection.
- (e) Concrete foundations shall be as per Drawings
- (f) Contractor to ensure that clearance surrounding furniture is in accordance with the City of Winnipeg accessibility standards as per Drawing SCD-136A.
- (g) Soil and Sod repair as per E17

E16.3.2 Cleaning as per D23.

### 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 benches”;
  - (ii) “Pick up and install waste receptacle and liner”;
  - (iii) “Pickup and install picnic table”;
  - (iv) “Pick up and install double sided park sign” 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 the labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

## **E17. SOIL AND SOD**

### **E17.1 General Description**

E17.1.1 This specification shall amend and supplement CW 3510, CW 3520, CW 3540, and SD-243 and cover the supply and installation of new topsoil and sod.

E17.1.2 The Work to be done by the Contractor under this specification shall include the furnishing of all superintendence, overhead, labour, material, 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 specified herein.

### **E17.2 Materials**

E17.2.1 All materials supplied under this specification shall be as per CW 3510, CW 3520 and CW 3540.

### **E17.3 Construction Methods**

E17.3.1 The contractor shall install mineral sod and a minimum 75 mm compacted thickness of topsoil, as required bringing up level of finished grad as necessary as per SD-243.

E17.3.2 The Contractor shall install topsoil and sod over all graded areas, including around the perimeter of new play area.

E17.3.3 Areas to be sodded are to be laid out on Site and approved by the Contract Administrator before commencing Work.

E17.3.4 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.

E17.3.5 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.

E17.3.6 Where topsoil and sod are to be placed adjacent to new asphalt paving Contractor is to ensure that newly placed asphalt is not contaminated by soil.

E17.3.7 Restoration shall be achieved using topsoil and sod unless otherwise directed by the Contract Administrator.

### **E17.4 Cleaning as per D23.**

### **E17.5 Maintenance Period**

E17.5.1 Thirty (30) day maintenance period on sod will commence at Total Performance and acceptance.

### **E17.6 Method of Measurement and Basis of Payment**

E17.6.1 Method of Measurement shall be as follows:

- (a) Soil and Soil will be measured on a square meter basis for:
  - (i) "Supply and Install Soil and sod" on Form B: Prices.

E17.6.2 Basis of Payment shall be as follows:

- (a) Soil and sod will be paid for at the Contract Unit Prices. The amount paid for shall be the total number of units, as indicated on Form B: Prices. The 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

### E18. PLAY EQUIPMENT

- E18.1 This specification shall cover the supply and installation of the Play Equipment in accordance with E1.1 Applicable Specifications and Drawings.
- E18.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work in accordance with E1.1 Applicable Specifications and Drawings.
- E18.3 The Contractor shall obtain all approvals including permit if required.
- E18.4 Play Area:
- (a) Play equipment designed for children ages 2-12. Play equipment shall provide the following play activities:
    - (i) Sensory & Imaginative Play;
    - (ii) Climbing;
    - (iii) Motion; and
    - (iv) Sliding.
  - (b) The design submission shall be evaluated as per B19.
  - (c) If a playstructure is proposed, it shall include 1 (one) transfer station for access of adult caregiver or reduced mobility access;
- E18.5 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 shall be indicated in the Bid Submission.
- E18.6 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;
  - (f) Dish swings; and
  - (g) Large number of plastic components.
- E18.7 Components which are generally not accepted but may be considered are the following:
- (a) Cable rides;
  - (b) Sand diggers;
  - (c) Merry-go-rounds; and
  - (d) Tire Swings.
- E18.8 Playstructures
- E18.8.1 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.

## E18.8.2 Materials

### (a) Posts / Caps

- (i) All posts shall be a minimum 127 mm (5") O.D. round or 100 mm (4") square tubing for a post and deck structure.
- (ii) 89 mm (3.5") O.D. round or 73 mm (3") square tubing will be permitted in circumstances where a multi-deck structure has decks of varied heights which are all under 1220 mm (4'-0"), or for structures with 2 decks or less.
- (iii) All posts shall be fabricated from either aluminum 3 mm (0.125") 11 ga min. wall thickness or galvanized steel 3 mm (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 60 mm (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 1830 mm (6'-0").

### (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 24 mm (15/16") O.D. with 3 mm (0.120") 11 ga min. 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 requiring special tool
- (ii) Hardware shall either be carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel.
- (iii) 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 moulded linear low-density polyethylene.
- (ii) Poly components such as play panels shall be fabricated from compression moulded 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 is preferred.

### (h) Each play structure shall have kick plates and hand loops as required to meet the current version of the Canadian Standards Association (CSA) Standards.

### E18.8.3 Installation

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

### E18.9 Independent Components

#### E18.9.1 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 shall fit into the proposed play area.

#### E18.9.2 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 socketed and 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 1220 mm (4'-0") high is proposed, support posts shall be minimum 127 mm (5") O.D.
  - (ii) Tube (enclosed) slides and plastic spiral slides will not be accepted.
- (g) Foundations
  - (i) Shall be as per E20.

#### E18.9.3 Installation

- (a) Independent components shall be installed as per manufacturer's specifications and in accordance with the most recent Canadian Standards Association Standards within the designated play equipment area on the Drawings.

- (b) All posts and other vertical items shall be plumb and true to vertical, if so designed.
- (c) One play equipment installer on site, at minimum, must be a valid Canadian Certified Playground Inspector.
- (d) All decks shall be level, if so designed.

E18.10 Cleaning as per D23.

E18.11 Method of Measurement and Basis of Payment

E18.11.1 Method of Measurement shall be as follows:

- (a) Play Equipment shall be measured on a lump sum basis for:
  - (i) "Supply and Install Playground Equipment (2-12 years)", on Form B: Prices

E18.11.2 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.

## **E19. SWING SET**

E19.1 General Description

E19.1.1 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the specifications.

E19.1.2 This specification shall cover the supply and installation of minimum one (1) complete swing standard as specified herein:

- (a) Three Leg Heavy Duty Swing Frame, 2440 mm (8'-0") 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 seat, heavy-duty chain, swing hangers and hammer locks / bolt links.

E19.2 Materials

E19.2.1 Topbeam

- (a) All topbeams shall be fabricated from 89mm (3 1/2") O.D. 8 gauge, RS40 galvanized steel pipe with anti-wrap swings. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating.

E19.2.2 Legs

- (a) All legs shall be fabricated from 60mm (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.

E19.2.3 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.

E19.2.4 Swing Hangers

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

E19.2.5 Swing Chain

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

**E19.2.6 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.

**E19.2.7 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.

**E19.2.8 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.

**E19.2.9 Concrete Foundations**

- (a) Post shall be installed into a concrete footing the composition of which is detailed in E20.

**E19.3 Installation**

- (a) Installation shall be in accordance with Manufacturers specifications and in accordance with the most recent Canadian Standards Association Standards within the designated play equipment area on the Drawings.
- (b) Top rail is to be level and posts securing anchored in concrete.
- (c) Swing seats shall not be installed until the protective surfacing, has been installed

**E19.3.1 One play equipment installer on site, at minimum, must be a valid Canadian Certified Playground Inspector.**

**E19.4 Method of Measurement and Basis of Payment**

**E19.4.1 Method of Measurement shall be as follows:**

- (a) Swing Set will be measured on a lump sum basis for: "Supply and Install 2 bay Swing Set" on Form B: Prices.

**E19.4.2 Basis of Payment shall be as follows:**

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

**E20. FOUNDATIONS**

**E20.1 General Description**

**E20.1.1 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.**

**E20.2 Materials**

**E20.2.1 The specific concrete requirements shall be:**

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

#### E20.3 Installation

E20.3.1 All posts and supports shall be centred in 300 mm (12") min. diameter concrete footings, or in accordance with Manufacturer's specifications, whichever is greater, such that there is a complete collar of concrete around each post and support. Where posts are not perfectly centred there shall be a minimum of 50 mm (2") concrete at any point around the post.

E20.3.2 All concrete footings for play equipment shall be a minimum of 914mm (3') depth, or in accordance with Manufacturer's specifications, whichever is greater.

E20.3.3 Cleaning as per D23.

#### E20.4 Method of Measurement and Basis of Payment

E20.4.1 Method of Measurement shall be as follows:

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

E20.4.2 Basis of Payment shall be as follows:

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

### **E21. MAINTENANCE KITS**

E21.1 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.

E21.2 No separate measurement shall be made for Maintenance Kits or Maintenance Kit Delivery as this item is incidental to the work herein.

E21.3 No additional payment shall be made for Maintenance Kits or Maintenance Kit Delivery as this item is incidental to the work herein.

E21.4 Maintenance Kits to be delivered two (2) working days prior to achieving Total Performance.

E21.5 Contractor to coordinate delivery of Maintenance Kits complete with Delivery Transmittal indicating Contractor Name, Bid Opportunity Number, Project Name and date delivered to:

- (a) Attn: Mark Laurin and/or Derrick Downey Parks and Open Space Division, Public Works  
960 Thomas Avenue, Winnipeg, MB Ph: Marc Laurin: 204-479-5498 Ph: Derrick Downey:  
204-391-2860
- (b) Contractor to forward CA a copy of the Delivery Transmittal prior to achieving Total Performance.