



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 446-2005

JACOB PENNER PARK PLAYGROUND REDEVELOPMENT

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PART B

BIDDING PROCEDURES

PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 JACOB PENNER PARK PLAYGROUND REDEVELOPMENT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 15, 2005.

B2.2 Bid Submissions 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 GC:3.1, the Bidder may view the Site without making an appointment.

B4. ENQUIRIES

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

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

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

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

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

B5. ADDENDA

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

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

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

B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda shortly before submitting his Bid.

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.

B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.

B6.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative shall base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B16.

B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID SUBMISSION

B7.1 The Bid Submission consists of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices;
- (c) Design Drawings (plan, perspective, and other submissions to illustrate the design intent);
- (d) Component Description and/or graphic or catalogue reference.

B7.2 The Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.

B7.2.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B7.3 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.4 Bid Submissions shall be submitted to:

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

B8. BID

B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

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

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;

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

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

B8.4.2 All signatures shall be original.

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

B9. PRICES

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

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

B9.3 The Bidder must complete the Approximate Quantity column for items 11 and 12 on Form B: Prices. These quantities are dependant on the proposed design as submitted.

B9.4 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.5 Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra on Items 8, 9, 10, 17 and 18] and all charges governmental or otherwise paid.

B10. DESIGN DRAWINGS

B10.1 The Bidder shall submit drawings which illustrate the proposed design and play equipment, such as plan, perspective, and any other submissions to illustrate the design intent. Additional drawings may be requested prior to award for more detailed evaluation.

B11. COMPONENT DESCRIPTION

B11.1 The Bidder shall submit component description and / or graphic or catalogue reference outlining specifications and manufacturer's warranty of play equipment components.

B12. QUALIFICATION

B12.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;

- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation 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 Branch internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

B12.2 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B12.3 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 Bid Submissions will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Branch, or in such other office as may be designated by the Manager of Materials.

B13.1.1 Bidders or their representatives may attend.

B13.2 After the public opening, the names of the Bidders and their Total Bid Prices as read out (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B13.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B13.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B14. IRREVOCABLE BID

B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B15. WITHDRAWAL OF BIDS

- B15.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B15.1.1 Notwithstanding GC:23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B15.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B15.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:
- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
 - (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.
- B15.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B14.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B16. EVALUATION OF BIDS

- B16.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
 - (c) Bid Price (20 Points) pursuant to B16.4;
 - (d) Innovation of Design (80 points) pursuant to B16.5;
 - (e) economic analysis of any approved alternative pursuant to B6.
- B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid 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 Bid, or waive technical requirements if the interests of the City so require.
- B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.
- B16.4 Further to B16.1(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.
- B16.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B16.4.2 The approximate quantities proposed by the Bidder, for items 11 and 12 on Form B: Prices, will be multiplied by the unit prices for each item.

- B16.4.3 Further to B16.1(c) the Award Authority may reject a Bid as being non-responsive if it exceeds the budget as shown on Form B: Prices.
- B16.4.4 The Total Bid Price shall be evaluated with a weighting of 20 points out of a total of 100 possible points. As such, the lowest Bidder shall receive the full 20 points, and the second lowest Bidder and subsequent Bidders shall be pro-rated accordingly.
- B16.5 Further to B16.1(d), Innovation of Design shall be evaluated with a weighting of 80 points out of a total of 100 possible points. Innovation of Design will be evaluated considering the Bidder's Bid Submission or in other information requiring to be submitted.
- B16.5.1 Innovation of Design shall be evaluated on the following criteria:
- (a) compliance with CSA Standards (pass/fail);
 - (b) play value (maximum 50 points);
 - (i) variety of activities provided;
 - (ii) variety of access points;
 - (iii) innovation of design;
 - (iv) provides opportunities for social / interpersonal interaction and cooperative play;
 - (v) provides for fine and gross motor development;
 - (vi) fosters creative play;
 - (vii) designed for inclusive play (Universal Design principles);
 - (viii) no structure with very similar components within walking distance;
 - (c) layout/circulation (maximum 15 points);
 - (i) efficient use of space within and between play elements;
 - (ii) good flow and relationship between play area activities;
 - (iii) good layout / orientation on site and in relation to entrances;
 - (iv) situated to provide good visibility to play area;
 - (d) durability and maintenance (maximum 15 points).
 - (i) uses durable / tamper-resistant materials;
 - (ii) low maintenance finishes and connector systems;
 - (iii) ease of repair / replacement;
 - (iv) manufacturer's warranty.

B17. AWARD OF CONTRACT

- B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;

- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B17.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- B17.4 Notwithstanding GC:4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B17.5 The Contract, as defined in GC:1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for Construction Contracts* (Revision 2000 11 09) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Construction Contracts* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Construction Contracts*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out “The City of Winnipeg Act” wherever it appears in the General Conditions and substituting “The City of Winnipeg Charter”.
- D1.3 The General Conditions are amended by striking out “Tender Package” wherever it appears in the General Conditions and substituting “Bid Opportunity”.
- D1.4 The General Conditions are amended by striking out “Tender Submission” wherever it appears in the General Conditions and substituting “Bid Submission”.
- D1.5 The General Conditions are amended by deleting GC:6.16 and GC:6.17. The City of Winnipeg is now within the jurisdiction of the Manitoba Ombudsman pursuant to The Ombudsman Act.

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of
- (a) Removing and disposing existing timber edging, sand, asphalt, timber posts, teeter totter and swingset (salvage seats);
 - (b) excavating the proposed area(s);
 - (c) installing the new playstructure(s), swingset(s) and any other proposed equipment;
 - (d) supplying and installing playstone, concrete curbing, site furnishings, trees and shrubs and repairing sod in accordance with the requirements attached.

D3. CONTRACT ADMINISTRATOR

- D3.1 The Contract Administrator is:
- Donna Beaton
Landscape Architect
City of Winnipeg
Parks, Riverbanks and Community Initiatives Branch
Planning and Land Use Division
Planning, Property and Development Department
15-30 Fort St.
Winnipeg. MB R3C 4X5
- Telephone No. (204) 986-7436
Facsimile No. (204) 986-7524
- D3.2 At the pre-construction meeting, the Contract Administrator will identify additional personnel representing the City of Winnipeg, Public Works, Parks and Open Space Division, and their respective roles and responsibilities for the Work.

D4. CONTRACTOR'S SUPERVISOR

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

D5. NOTICES

D5.1 Except as provided for in GC:23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

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

D5.3 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

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

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

D6. PERMITS, NOTICES, LICENSE, CERTIFICATES, LAWS AND RULES

D6.1 Further to GC: 6.12, the Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of same before proceeding with the Work, and pay any cost attached to the inspection of such plans.

D6.2 Further to GC6.11, the Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.

D6.3 Further to GC23.2, all notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.

D6.4 Further to GC6.26, all Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.

D6.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.

- (a) The Contractor and Subcontractors 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.

SUBMISSIONS

D7. INSURANCE

D7.1 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) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;

D7.2 Deductibles shall be borne by the Contractor.

D7.3 The Contractor shall provide the City Solicitor with a certified true copy or a certificate of insurance of each policy, 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 seven (7) Calendar Days from notification of the award of Contract.

D7.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D8. PERFORMANCE SECURITY

D8.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

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

D8.1.1 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.

D8.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D9. SUBCONTRACTOR LIST

D9.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

SCHEDULE OF WORK

D10. COMMENCEMENT

D10.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.

D10.2 The Contractor shall not commence any Work on the Site until:

(a) the Contract Administrator has confirmed receipt and approval of:

- (i) evidence that the Contractor is 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;
- (ii) evidence of the workers compensation coverage specified in GC:6.14;
- (iii) evidence of the insurance specified in D7;
- (iv) the performance security specified in D8;
- (v) the Subcontractor list specified in D9;

(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.

D10.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

D11. SUBSTANTIAL PERFORMANCE

D11.1 The Contractor shall achieve Substantial Performance within thirty (30) consecutive Working Days of the commencement of the Work as specified in D10.

D11.2 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.

D11.3 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.

D12. TOTAL PERFORMANCE

D12.1 The Contractor shall achieve Total Performance within forty (40) consecutive Working Days of the commencement of the Work as specified in D10. An exception can be made to

accommodate supply and installation of playstructures only if delivery of same cannot be made within the timeframe. The Contractor must get approval on proposed completion date for these items with the Contract Administrator.

D12.2 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 within ten (10) Working Days or as otherwise instructed by the Contract Administrator and the Contract Administrator notified so that the Work can be re-inspected.

D12.3 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.

D13. LIQUIDATED DAMAGES

D13.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City four hundred dollars (\$400) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.

D13.2 The amount specified for liquidated damages in D13.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.

D13.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D14. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D14.1 Further to GC:6.26, 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).

WARRANTY

D15. WARRANTY

D15.1 Notwithstanding GC:13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter unless extended pursuant to GC:13.2.1 or GC:13.2.2, in which case it shall expire when provided for thereunder.

D15.2 Notwithstanding GC:13.2 or D14.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total performance if:

- (a) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D15.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in GC:13.2 for the warranty period to begin.

D16. ACCESS TO SITE

D16.1 Description

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

D17. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY

D17.1 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.

D17.2 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 protected 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.

D17.2.2 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, and shall be completed by an arborist licensed in the Province of Manitoba.

D17.2.3 No separate measurement or payment will be made for the protection of trees.

D18. SITE RESTORATION

D18.1 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all tools, equipment, waste, debris and surplus foundation earth to the satisfaction of the Contract Administrator. Unless otherwise specified, the Contractor shall restore all areas of the Site beyond the established limit of Work, which have been disturbed by

the Contractor's operations to as good as or better than the original condition to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this Work.

FORM H1: PERFORMANCE BOND
(See D8)

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 dated the

_____ day of _____, 20____, for:

BID OPPORTUNITY NO. 446-2005

JACOB PENNER PARK PLAYGROUND REDEVELOPMENT

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)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D8)

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 446-2005
JACOB PENNER PARK PLAYGROUND REDEVELOPMENT

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS, STANDARD DETAILS AND DRAWINGS

- E1.1 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.1.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- E1.1.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.1.3 Further to GC:2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.2 The following Drawings are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
J.19-A	Jacob Penner Park Existing Conditions
J.19-B	Jacob Penner Park Proposed Siteplan
SCD-120	Tache Bench
SCD-130	Tache Style Metal Frame Picnic Table
SCDP-2	Concrete Playsurface Edging Detail
SCD-501	Preparation of Planting Area

- E1.2.1 Above Drawings are available on request in AutoCAD .dwg format or Vectorworks format from the Contract Administrator.

E2. PLAY EQUIPMENT

- E2.1 General Conditions
- E2.1.1 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the drawings and specifications.
- E2.1.2 The Contractor shall obtain all approvals including the requisite Development Permit.
- E2.1.3 This specification shall cover the supply and installation of the Play Equipment specified herein.
- E2.1.4 The Bidder is asked to propose appropriate play equipment based on the criteria outlined below. All play equipment shall be arranged to fit within the space outlined in Drawing J.19-B. In accordance with B16.5.1 the Bidder is reminded that good use of space and relationships between elements will be evaluated.
- E2.2 Playstructure(s)
- E2.2.1 General Description
- This specification shall cover the supply and installation of one or more Playstructure(s) as specified herein.
 - Playstructure(s) to be designed for children ages 2-12.

- (c) Further to B14.5.1(c)(viii) which reads "no structure with very similar components within walking distance", the play equipment within walking distance to Jacob Penner Park is located at:
 - (i) Maryland Tot Lot
 - (ii) John M. King School
 - (iii) Burton Cummings Community Centre
- (d) Playstructure(s) shall be installed in the play area as shown on the attached Drawing J.19-B. The Playstructure(s) and their safety zones must fit into the proposed play area as shown on Drawing J.19-B.
- (e) If colour is a feature of posts, top caps and panels, the Contract Administrator shall have the ability to modify specified colours from the proposed design after Contract Award. If the price of the equipment in the Bid Submission is subject to the colours of the proposed design, this must be indicated in the Bid Submission.

E2.2.2

Materials

- (a) Posts / Caps
 - (i) All posts shall be a minimum 5" O.D. round or 4" square tubing.
 - (ii) 3.5 " O.D. round or 3.0" square tubing will be permitted in circumstances where a multi-deck structure has decks of varied heights which are all under 4', or for structures with 2 decks or less above 4'.
 - (iii) All posts shall be fabricated from either aluminum (0.125" min. wall thickness) or galvanized steel (0.120" min. wall thickness) tubing. All fabrication cuts drill holes and weld joints shall be sprayed with a corrosion resistant coating. The bottom end of the posts is to be sealed with a moisture barrier.
 - (iv) Top caps shall be made of steel construction and shall be factory installed and secured in place with tamper proof, self-sealing rivets. Plastic top caps will be accepted if made of solid construction.
 - (v) If painted colour is a feature of posts and top caps, it shall be a baked-on polyester powder coating. The powder coating finish shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance.
- (b) Decks
 - (i) All decks shall be manufactured from vinyl-coated perforated steel or a steel core composite. Deck heights may vary to a maximum height of 6'.
- (c) Clamping System
 - (i) All deck, rail and play component clamping systems shall be fabricated from zinc plated, galvanized steel, stainless steel or aluminum. Tamper proof, corrosion resistant fasteners shall be used to retain clamping systems.
- (d) Handrails, Safety Rails and Handloops
 - (i) All handrails, safety rails and handloops shall be fabricated using a minimum of 15/16" (24mm) O.D. with a .120" wall thickness steel tubing. After all fabrication activities have occurred including end cuts, drill holes, bends and weld joints, all components shall be hot dipped galvanized.
 - (ii) Smooth all cut edges and weld joints prior to hot dip galvanizing and ensure that all tubing is free from burrs, cracks, defects and other imperfections.
- (e) Hardware
 - (i) All fasteners shall be socketed and tamper proof in design, and either carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel.
 - (ii) All necessary hardware shall be provided.
- (f) Poly Components

- (i) Poly components such as slides and hoods shall be fabricated from U.V. stabilized, rotationally molded linear low-density polyethylene.
 - (ii) Poly components such as play panels shall be fabricated from compression molded solid colour, U.V. stabilized, high-density polyethylene.
- (g) Slides
- (i) Stainless steel is preferred for slide beds, although a plastic slide may be used if there is a stainless steel slide also on the Site. North or east orientation preferred.
- (h) Each playstructure shall have kick plates and hand loops as required to meet the most recent Canadian Standards Association Guidelines.

E2.2.3 Installation

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

E2.3 Swing Set

E2.3.1 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 minimum one (1) complete swing standard as specified herein:
 - (i) Three Leg Heavy Duty Swing Frame, 2.1-2.4m (7ft. - 8ft.) high, 3-Bay, complete with three (3) slash-proof rubber, enclosed infant seats, and three (3) slash-proof rubber belt seats, heavy-duty chain, swing hangers and hammer locks / bolt links.

E2.3.2 Materials

- (a) Topbeam
 - (i) All topbeams shall be fabricated from 3 1/2" O.D. 7 gauge, RS40 galvanized steel pipe. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating.
- (b) Legs
 - (i) All legs shall be fabricated from 2 3/8" O.D. 10 gauge, RS40 galvanized steel pipe. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating. The bottom end of the posts is to be sealed with a moisture barrier.
- (c) Yoke Clamps
 - (i) All yoke clamps shall be either one piece construction and fabricated from 8 gauge, RS40 galvanized steel pipe or two piece, compression clamping cast aluminum or galvanized metal complete with tamper-proof hardware.
- (d) Swing Hangers
 - (i) All swing hangers shall be fabricated from galvanized malleable iron and have oil impregnated bearings pressed in.
- (e) Swing Chain

- (i) All swing chain shall be 4/0 straight link, galvanized steel.
- (f) Enclosed Infant (Bucket) Seats
 - (i) All enclosed infant seats shall be moulded of U.V. stabilized, high quality, rubber with a tempered stainless steel reinforcement plate insert moulded inside, rendering the seats slashproof. Infant seats shall be fully enclosed to prevent slipping out and provide extra lower back support.
- (g) Belt Seats
 - (i) 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.
- (h) Hardware
 - (i) All fasteners shall be tamper proof in design, requiring special tools. The fasteners shall be either carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel.

E2.4 Independent Components

E2.4.1 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.

E2.4.2 Materials

- (a) All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all parts and materials.
- (b) Fasteners
 - (i) All hardware shall be tamper-proof in design and requiring special tools. It shall be either carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel. All necessary hardware and tools shall be provided.
- (c) Finishes
 - (i) Finishes shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating.
- (d) Slides
 - (i) If an independent slide is proposed, stainless steel is preferred. If other slides are proposed on the site one may be plastic. North or east orientation preferred. If independent slide over 4' high is proposed, support posts must be minimum 5"O.D.

E2.5 Components which are unacceptable are the following:

- (i) Wooden structures;
- (ii) Tube (enclosed) slides and crawl tubes;
- (iii) Plastic spiral slides;

- (iv) Play panels with many small moving parts;
- (v) Track rides and Glide rides;
- (vi) Merry-go-rounds;
- (vii) Tire Swings;
- (viii) Talk tubes;
- (ix) Binoculars / telescopes;
- (x) Poly roofs; and
- (xi) Barrel rollers.

E2.6 Foundations

E2.7 General Description

- (a) All playground equipment posts, bases and anchors are to be set in concrete footings or piles to ensure stability and prevent frost heaving. The current Standard Construction Specifications of the City of Winnipeg, CW 2160-R4 - Concrete to be used in Underground Works, is to be utilized in the installation of the concrete works for all below ground components.
- (b) All posts and supports shall be centred in the concrete footing such that there is a complete collar of concrete around each post and support. Where posts are not perfectly centred there should be a minimum of 2" concrete at any point around the post.
- (c) All concrete footings for playstructures shall be a minimum of 3' depth, or in accordance with Manufacturer's specifications, whichever is greater.
- (d) The specific concrete requirements shall be:
 - (i) Sulfate resistant, Type 50 Cement
 - (ii) 28 day compressive strength of 30 Mpa
 - (iii) maximum aggregate size of 20mm, nominal
 - (iv) slump 80mm +/- 20mm
 - (v) maximum water/cement ratio 0.49

E2.7.2 Method of Measurement and Basis of Payment

- (a) Foundations shall be considered incidental to and payment to be included with the prices for supply and installation of playstructure, swings, other play equipment components and Tache bench.

E2.8 Maintenance Kits

- (a) 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.

E3. SITE DEVELOPMENT

E3.1 General

- E3.1.1 The Bidder is encouraged to develop only those areas required to accommodate their design.

E3.2 Excavation and Removals

E3.2.1 General Description

- (a) Excavation and removals includes the removal of items (i.e. swingset, teeter totter and timber edging) as indicated on the Drawings and as directed by the Contract Administrator. Swingset, seats and Teeter totter may be salvaged by the City, as per direction by the Contract Administrator. Work includes the stockpiling of suitable Site material, and the satisfactory disposal of unsuitable Site material such as clays susceptible to frost-heaving, silts, rock rubble rubbish and any surplus suitable Site material. Do not disturb adjacent items designated to remain in place.

E3.2.2 Excavation

- (a) Area(s) of the site are to be excavated to the depths required to accept granular surfacing and a minimum 300mm depth of safety play stone (top of safety surfacing to be 75 mm below top of edging). The area(s) shall be within the available area for new play equipment as shown on Drawing J.19-B, in accordance with Concrete Edging Detail on Drawing SCDP-2. The area shall be adjusted as necessary to accommodate the proposed structure.

E3.2.3 Removals

- (a) All extraneous materials are to be removed from the site and disposed of in a safe and legal manner. This specification shall amend and supplement City of Winnipeg Standard Construction Specifications CW 3110-R7. 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.

E3.2.4 Construction Methods

- (a) 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.

E3.2.5 Method of Measurement and Basis of Payment

- (a) Excavation and removals will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, measured as specified herein. No payment will be made for material removed outside the limits of excavation.
- (b) Items of work included in Excavation and Removals are the following:
 - (i) Remove and legally dispose existing timber edging
 - (ii) Remove and dispose existing sand in toboggan area
 - (iii) Excavate and legally dispose existing playsand in swings area
 - (iv) Remove and legally dispose existing asphalt
 - (v) Remove and legally dispose existing swings and teeter totter
 - (vi) Remove and legally dispose existing timber posts

E3.3 Concrete Edging

E3.3.1 General Description

- (a) The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the drawings and specifications.
- (b) This specification shall cover the supply and installation of Concrete Edging to contain the safety surfacing for the playground area.

E3.3.2 Materials and Method

- (a) Layout shall be as approved, to adequately provide safety surfacing area based on the most recent CSA safety zone requirements.
- (b) Cement: Type 50
 - (i) Maximum Course Aggregate: 20mm
 - (ii) Minimum Compression Strength at 28 days: +35 Mpa
 - (iii) Minimum Cement Content: 310 kg/cu.m
 - (iv) Maximum Water Cement Ratio: 0.45
 - (v) Class of Exposure: C-2
 - (vi) Maximum Slump: 90mm +/- 20mm
 - (vii) Air Entrainment: 5 to 8%
 - (viii) Flyash Content: Max. 15% of Cementitious Material
- (c) Fine aggregate shall consist of natural sand or manufactured sand and shall conform to all requirements of CAN3.A23.1.
- (d) Course aggregate shall consist of hard, strong, uncoated durable particles of crushed stone, gravel or approved combination thereof and shall be free from an excess of thin, elongated or soft pieces, frozen lumps, organic matter or other deleterious matter, and shall conform with all the requirements of CAN3.A23.1. Maximum size of aggregate shall be 20mm.
- (e) Water for concrete shall be clean and free from injurious amounts of oil, acid, alkali, salts, silt, organic matter or other deleterious matter. The quality of the water shall be equal to or better than that of potable water.
- (f) A non-detergent type of air-entraining admixture, supplied in liquid form, shall be metered into the mix. The total air in the placed concrete shall be 5% - 8%.
- (g) Reinforcing steel shall be grade 300 deformed bars or as noted on the drawings. Detailing of reinforcing steel shall be in accordance with ACI 315. All bars which require bending shall be bent in shops.
- (h) All reinforcing steel shall be straight, clean and free from paint, oil, mill scale, excess rust and any injurious defects which may affect its strength or bond.
- (i) Ends of reinforcing steel intended for bonding that are to be left exposed for some time shall be protected from injury, oils or moisture.
- (j) Curing compound shall be Sternson Ritcure or approved equal.
- (k) Bonding agent shall be Sternson ST 431 Epoxy Bonding Agent.
- (l) Form coating shall be Sternson's Formseal or approved equal.
- (m) The City of Winnipeg may engage a fully qualified Inspecting Engineer and Testing Laboratory to:
 - (i) Inspect the pile excavations to determine that they have been augured to the specified depth, are of the specified size, are clean and level, and meet the design criteria.
 - (ii) Take test cylinders during concrete placing and carry out compression tests to determine whether concrete produced complies with these specifications.
 - (iii) Take compaction tests of compacted granular sub-base and sub-grade material.
 - (iv) Submit reports to the Contract Administrator of all materials, concrete, and caisson tests and inspections.
 - (v) Three concrete test cylinders to be taken for pile cast. One cylinder from each group shall be tested at 7 days, one at 14 days, and the remainder at 28 days.

Sampling and testing procedures shall be according to CAN3-A23.1 latest edition.

- (n) Concrete shall be installed as per Drawing W39-B.
- (o) Finished elevations shall ensure that all concrete is smooth and level. Turf shall be repaired as required around edging in accordance with City of Winnipeg Standard Specifications for Topsoil and Seeding.
- (p) The layout of the concrete edging shall be coordinated with the installation of the play equipment to ensure that the proper safety zones are created around the equipment.
- (q) The Contractor shall set the elevation of the top of the concrete edge which shall be inspected and approved by the Contract Administrator prior to concrete installation.

E3.3.3 Method and Measurement of Payment

- (a) Measurement
 - (i) Concrete Edging will be measured on a unit price basis per linear metre.
 - (ii) The Bidder must indicate for Item #11 on Form B: Prices the required quantity of units, dependant on the submission.
- (b) Payment
 - (i) Concrete Edging will be paid for at the Contract Unit Prices for Supply and Install new Concrete Edging. The amount to be paid for shall be the total number of units, as indicated by the Bidder 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.

E3.4 Protective Surfacing

E3.4.1 Description

- (a) This specification shall cover the supply and installation of Safety Stone Surfacing within the play structure/swing areas.

E3.4.2 Materials

- (a) Safety Stone shall be 6.0mm to 9mm Playground Stone, composition shall be Typical Birds Hill glacial till material, 100% clean river-washed granite.

100%	passing	10mm	sieve
15%	passing	5mm	sieve
10%	passing	2.5mm	sieve
4%	passing	1.25mm	sieve
1%	passing	0.80mm	sieve

E3.4.3 Construction Method

- (a) Safety Stone shall be installed within all the play areas, as defined by the concrete edging, to a minimum depth of 30 cm.
- (b) The installation of the Safety Stone shall be done immediately after the playstructure has been installed.
- (c) Installation shall be done by equipment sized to suit the Work being done and the Stone shall be spread by hand as necessary in the immediate vicinity of the playstructures so as not to damage same. The playstructures shall be swept clean to the satisfaction of the Contract Administrator after installation of the Stone.

E3.4.4 Method and Measurement of Payment

(a) Measurement

- (i) Play Stone surfacing will be measured on a unit price basis per cubic metre.
- (ii) The Bidder must indicate for Item #12 on Form B: Prices the required quantity of units, dependant on the submission.

(b) Payment

- (i) Play Stone surfacing will be paid for at the Contract Unit Prices for Supply and Install 6mm Playstone. The amount to be paid for shall be the total number of units, as indicated by the Bidder 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.

E3.5 Site Furnishings

E3.5.1 General Description

- (a) This specification shall cover the supply and installation of two (2) Tache Benches, one (1) Tache Picnic Table and two (2) Anchors. The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work as shown on Drawing J.19-B and specified herein.

E3.5.2 Materials

- (a) 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.
- (b) Bench shall be SCD-120, Tache Bench 6' length, Product #52501068, or substitute acceptable to Contract Administrator.
- (c) Picnic Table shall be "Tache Green" as per SCD-130, Product #52501102, or substitute acceptable to Contract Administrator.
 - (i) Contact:
Aaron Lennon
Supervisor of Central Repair/Manufacturing Facility
City of Winnipeg
Fleet Management Agency Division
Public Works Department
215 Tecumseh St
Winnipeg. MB R3E 3S4
Telephone No. (204) 986-5505
Facsimile No. (204) 986-1248
 - (ii) The Contractor shall make arrangements to order and pick up benches and picnic table from the City.
- (d) Anchors for Picnic Table shall be 200mm long 6mm steel "I" bolt with 50mm loop at the top. These shall be set into pre-drilled holes in existing concrete pad in two locations as per Contract Administrator.

E3.5.3 Construction Methods

- (a) All work is to be located in accordance with Drawing J.19-B using approved non-rusting, vandal resistant fasteners to ensure solid, durable, finished work suitable for the purpose intended. Fasteners and assembly hardware shall be incidental to the work.

- (b) All furnishings and fixtures to be installed plumb and true to correct elevations and location, as directed the Contract Administrator. The Contractor shall confirm proposed locations of all site furnishings with Contract Administrator prior to installation.
- (c) All furnishings and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering, which will injure or distort fixture, is prohibited.
- (d) Install Tache Bench and Tache Picnic Table as per SCD-120 Tache Bench and SCD-130 Tache Style Metal Frame Picnic Table.
- (e) Picnic Table shall be installed on existing concrete pad as indicated on Drawing J.19-B. Secure Picnic Table to existing concrete pad with two (2) Anchors. Picnic Table shall be installed in location as noted on the plan and as directed by the Contract Administrator, and shall be plumb and level.
- (f) Install steel anchors as per Contract Administrator's instructions.

E3.5.4 Method and Measurement of Payment

- (a) Tache Bench, Tache Picnic Table and Anchors will be measured on a unit price basis.
- (b) Picnic Table and Anchors will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, measured as specified herein. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E3.6 Seeding and Topsoil

E3.6.1 General Description

- (a) The Contractor shall install seed and a minimum 100mm compacted thickness of topsoil, as required, and in accordance with CW 3510-R8 and CW 3540-R4.
 - (i) The Contractor shall install seed and topsoil in any of the remaining Approximate Available Area for New Play Equipment as shown on Drawing J.19-B as per the proposed play equipment layout as well as a minimum of 500mm from the edge of the proposed concrete curbing as per Drawing SCDP-2.
 - (ii) The Contractor shall also install seed and topsoil in the toboggan area as indicated on Drawing J.19-B as well as in any additional areas requiring repair as a result of damage from the Work.

E3.6.2 Method and Measurement of Payment

- (a) Measurement
 - (i) Seed and Topsoil will be measured on a unit price basis per square metre.
- (b) Payment
 - (i) Seed and Topsoil will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, measured as specified herein. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E3.7 Tree and Shrub Planting

E3.7.1 Description:

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

E3.7.2 Materials

(a) General

- (i) Trees shall be the size and variety noted on the Plant List attached to the end of this specification section. Plant material which does not have the specified root ball diameter as mentioned in plant list, will be rejected.
- (ii) 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".
- (iii) Any nursery stock dug from native stands, wood lots, orchards or neglected nurseries and which have not received proper cultural maintenance as advocated by the Canadian Nursery Trades Association, shall be designated as "collected plants". The use of "collected plants" will not be permitted unless approved by the Contract Administrator.
- (iv) 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.
- (v) 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.
- (vi) Plants larger than specified may be used if approved by the Contract Administrator. The use of such plants shall not increase the Contract price.
- (vii) All nursery stock shall be measured when the branches are in their normal position. Height and spread dimensions specified refer to the main body of the plant and not from branch tip.
- (viii) Where trees are measured by calliper (cal.), reference is made to the diameter of the trunk measured 300 mm above ground as the tree stands in the nursery.
- (ix) All nursery stock shall be well branched, true to type, structurally sound, possess a well developed, undamaged root system and shall be free of disease, insect infestations, rodent damage, sunscald, frost cracks and other abrasion or scare to the bark. All parts of the nursery stock shall be moist and show live, green cambium when cut.
- (x) All trees shall have one only, sturdy, reasonably straight and vertical trunk and a well balanced crown with fully developed leader. All evergreens shall be symmetrically grown and branched from ground level up, and must be balled and burlapped unless noted otherwise on the plant list. At least one plant of each variety supplied shall bear a tag showing both the botanical and common name of the plant

(b) Protection of Stock

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

(c) Plant Material

Quantity	Common Name/botanical name	Size / Remarks
16	Pierrete Pavement Rose / <i>Rosa sp. 'Pierrete Pavement Rose'</i>	No. 1 Grade plants, 3 or more strong canes, with at least 2 canes measuring a min. of 40cm in length and branched no higher than 10 cm above the bud union ,Container 2 Gallon
4	Green Ash / <i>Fraxinus pennsylvanica lanceolata</i>	Min. 65 mm caliper, 3000mm ht. Single straight trunk. Specimen quality. Well branched head above 1830mm ht. Minimum 800 mm dia. rootball. Two stakes per tree

(d) Topsoil Mix

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

(e) Wood Chip Mulch

- (i) Mulch shall be a clean bark or wood chip mulch with chips not less than 15 mm nor larger than 75 mm in size and not less than 75 mm thick. Mulch shall be free of leaves, branches and other extraneous matter.

(f) Stakes

- (i) T-rail iron stakes 40 x 40 x 5 x 1540 mm long, primed with 1 brush coat of black zinc rich plant paint to CGSB 1-GP-181B. Paint section of stake above ground with 1 coat of green enamel paint.

E3.7.3

Construction Methods

(a) General

- (i) Tree pits shall be excavated as per drawing SCD-P3, to depth as required so that tree root ball is just below existing finished grade as shown. Shrub planting bed shall be excavated as per drawing J.19-B. Shrub planting bed shall be excavated with vertical sides and material removed to a minimum depth of 400mm in area indicated on Drawing J.19-B.

(b) Installation

- (i) Upon excavation of the tree pit or planting bed, the excavation shall be backfilled with a topsoil mixture to a depth to permit adequate installation and stabilization of the plant material. Topsoil shall be placed in accordance with City of Winnipeg Standard Construction Specification CW 3540 – R2 to a 300mm depth for shrub planting bed and as required for tree pit.
- (ii) Each shrub and tree shall be handled with great care, to ensure that the roots will not be broken. Broken roots of deciduous stock shall be pruned back prior to planting.
- (iii) After inserting the shrub and filling the planting hole with topsoil, water shall be poured in until the pit is thoroughly soaked. Filling of the hole shall then be completed and the fill-in soil shall be packed firmly around the roots, leaving a concave surface for convenient watering 75 mm below rounding and grade elevation. After filling, the planting shall be watered at frequent intervals.

- (iv) Planting shall be done during periods suitable to weather conditions and locally accepted practice. All nursery stock shall be set plumb in the centre of pits and at levels as shown on the planting details after settlement has taken place.
 - (v) Nursery stock shall be faced to give the best appearance or relationship to adjacent structures and to the approval of the Contract Administrator.
 - (vi) Wood chip mulch shall be installed in tree pits and shrub planting bed to a depth of 100mm.
- (c) Pruning
- (i) All trees shall be pruned immediately after planting. The amount of pruning shall be limited to the minimum necessary to remove dead or injured branches and to compensate for the loss of roots as a result of transplanting operations. Pruning shall be done in such a manner as to preserve the natural character of the plants. Leaders shall not be removed. Only clean, sharp tools shall be used. All cuts shall be clean and flush, leaving no stubs. Cuts, bruises or scars on the bark shall be traced back to living tissue and removed. The affected areas shall be shaped so as not to retain water and all cuts of more than 25 mm in diameter shall be painted with approved tree paint.
- (d) Staking
- (i) Trees shall be staked using metal T-BAR stakes. Refer to drawing SCD-P3. The tree trunk shall be completely encircled and protected with two rubber tree rings and secured to each tree stake. Top of each tree stake shall be at the same elevation above finished grade, approximately 1200 – 1500 mm height. At the end of the Two year maintenance period the Contractor is to remove the tree stakes and associated fasteners.

E3.7.4 Guarantee of Nursery Stock

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

E3.7.5 Method and Measurement of Payment

- (a) Plant Material:
 - (i) The supply and installation of Shrubs and Trees will be paid for at the Contract unit price for each "New Deciduous Shrub" and "New Deciduous Tree", measured as specified herein, which price shall be payment in full including all costs for the shrub or tree, two year maintenance, and all other items incidental to the Work included in this Specification.
- (b) Shrub Planting Bed:
 - (i) Planting Bed will be measured on an area basis and paid at the Contract Unit Price per square metre for "New Planting Bed". The area to be paid for will be

the total number of square metres placed and maintained in accordance with this Specification, accepted and measured by the Contract Administrator.

- (ii) This price shall be payment in full including all costs for the excavation of the shrub bed, installation of the topsoil, and the hauling and installation of the wood chip mulch.

E3.8 Existing Services and Utilities

E3.8.1 Description

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