



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 582-2013

BRENTFORD PARK PLAYGROUND RENOVATION

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 BRENTFORD PARK PLAYGROUND RENOVATION

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 8, 2013.

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

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

B3. SITE INVESTIGATION

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

B4. ENQUIRIES

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

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

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

B5.2 The Bidder 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 Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B6.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.2.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- 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 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.
- 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, only to the Bidder who requested approval of the substitute.

- B7.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B17.
- 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.
- B7.10 Notwithstanding B7.2 to B7.9, and in accordance with B8.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B17.1(a).

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Design Drawings in accordance with B12;
 - (d) Component Description in accordance with B13.
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B8.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg, MB R3B 1J1
- B8.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B8.6 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B17.1(a).
- B8.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204 949-1178.

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

B9. BID

- B9.1 The Bidder shall complete Form A: Bid, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid 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: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B9.4.2 All signatures shall be original.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Bidder 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 Bids.
- 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. QUALIFICATION

B11.1 The Bidder shall:

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

B11.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B11.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba).

B11.4 Further to B11.3(c), if the Bid Price is over \$100,000, the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractors has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the 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/> .

B11.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B11.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B12. DESIGN DRAWINGS

B12.1 The Bidder shall submit drawings, which illustrate the proposed design and play equipment, such as plan, colour perspective, and any other submissions to illustrate the design intent. Included in this shall be a plan showing the proposed play equipment and associated safety zones within the proposed play area and site, drawn to scale. Additional drawings may be requested prior to award for more detailed evaluation.

B13. COMPONENT DESCRIPTION

B13.1 The Bidder shall submit component description and/or graphic or catalogue reference outlining specifications of all play equipment components.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

B14.1 Bids will not be opened publicly.

B14.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B14.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B14.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B15. IRREVOCABLE BID

B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B15.2 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.

B16. WITHDRAWAL OF BIDS

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

B16.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B16.1.2 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.

B16.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Bid withdrawn.

B16.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B15.2 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.

B17. EVALUATION OF BIDS

- B17.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity or acceptable deviation there from (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
 - (c) Total Bid Price;
 - (d) Design Drawings and Component Description (90 Points) pursuant to B17.7;
 - (e) economic analysis of any approved alternative pursuant to B7.
- B17.2 Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B17.4 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.
- B17.5 Further to B17.1(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.
- B17.5.1 Further to B17.1(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.
- B17.6 The Total Bid Price shall be evaluated with a weighting of 10 points out of a total of 100 possible points. As such, the lowest Bidder shall receive the full 10 points, and the second lowest Bidder and subsequent Bidders shall be pro-rated accordingly.
- B17.7 Further to B16.1(d), Design Drawings and Component Description shall be evaluated with a weighting of 90 points out of a total of 100 possible points. Design Drawings will be evaluated considering the Bidder's Bid Submission and any other information required.
- B17.7.1 The Design shall be evaluated on the following criteria:
- (a) Compliance with CSA Standards (pass/fail);
 - (b) Theme and Aesthetics (maximum 5 points):
 - (i) 5 points – Overall aesthetic and coordination of components, consistent use of theme if applicable.
 - (c) Play value (maximum 35 points):
 - (i) 10 points - Variety of activities and play experiences provided;
 - (ii) 8 points – Variety of sliding and climbing components including one “easy” access route to all areas of the structure;
 - (iii) 5 points - Provides opportunities for appropriate social / interpersonal interaction, creative and cooperative play;
 - (iv) 5 points - Provides for sensory/imaginative play including fine motor development;
 - (v) 7 points – Motion Components.
 - (d) Designed for inclusive play using Universal Design (maximum 20 points):
 - (i) Complies with section 4.5.4 of the 2006 City of Winnipeg Accessibility Design Standards (www.winnipeg.ca/ppd/UD/default.stm) (pass/fail);

- (ii) 5 points – Provide minimum one (1) slide to be easily accessible by transfer system and well-integrated with other play;
 - (iii) 5 points – Layout of the play area for integration of wheelchair accessible ground level components to promote inclusive play;
 - (iv) 10 points – Provision of tactile and auditory play experiences.
- (e) Layout/circulation (maximum 20 points):
- (i) 5 points – Efficient use of space within and between play elements;
 - (ii) 5 points – Flow and relationship between play area activities;
 - (iii) 5 points – Relationship between play activities and adjacent site features such as paths and benches, including good visibility from the street;
 - (iv) 2 points – Grouping/separation of junior and senior play components within the play area;
 - (v) 3 points – Slide orientation - metal must face north, plastic should face north or east.
- (f) Durability and Service (maximum 10 points):
- (i) 7 points – Use of durable/tamper-resistant materials, low maintenance finishes and connector systems, and ease of repair/replacement of the products used;
 - (ii) 3 points – Minimal amounts of hollow plastic components.

B17.7.2 Further to B17.7.1(a), if Bidder states play equipment components and layouts are compliant with CSA Standards and they are not, liquidated damages shall be charged as per D17 should this result in additional design and/or meeting time on the part of the Contract Administrator.

B18. AWARD OF CONTRACT

B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B18.2 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.

B18.2.1 Without limiting the generality of B18.2, 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.

B18.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B17.

B18.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

B18.4 Notwithstanding C4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B18.5 The Contract, as defined in C1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the supply and installation of new play equipment, timber edging, rocks, sub-surface drainage system, engineered wood fibre safety surfacing, asphalt pathway, sodding and site furniture.

D3. CONTRACT ADMINISTRATOR

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

David Wagner
Landscape Architect
Telephone No. 204-452-2426
E-Mail Address: dwagner@dwla.ca

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

D3.3 Bids Submissions must be submitted to the address in B8.5.

D4. CONTRACTOR'S SUPERVISOR

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

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. NOTICES

D6.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor

shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the facsimile number identified in D3.1.

D6.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: 204 949-1174

D6.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

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

Facsimile No.: 204 947-9155

SUBMISSIONS

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

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

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

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.

D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D10. PERFORMANCE SECURITY

D10.1 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.

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 of the Contract by way of Purchase Order 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 seven (7) Calendar Days from notification of the award of Contract.

D12. FINAL LAYOUT OF PLAY EQUIPMENT

D12.1 The Contractor shall provide the Contract Administrator with the final layout of all the play equipment with associated safety and non-encroachment zones and the edging, within five (5) Calendar Days of receipt of the notification of the award of Contract.

D13. DETAILED WORK SCHEDULE

D13.1 The Bidder shall provide a detailed work schedule 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..

- D13.2 The detailed work schedule shall consist of the following:
- (a) Ordering of play equipment, refer to D13.3;
 - (b) Delivery of play equipment;
 - (c) Start of Work on Site;
 - (d) Excavation and site preparation;
 - (e) Installation of play equipment including the excavation of holes and concrete pouring for posts;
 - (f) Site development and site restoration;
 - (g) Completion.

SCHEDULE OF WORK

D14. COMMENCEMENT

- D14.1 The Contractor shall not commence any Work until he/she is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.
- D14.2 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;
 - (vii) the final layout of the play equipment specified in D12; and,
 - (viii) the Detailed Work Schedule specified in D13.
 - (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.
- D14.3 Upon review of the final layout of all the play equipment by the Contract Administrator in Clause D12, the Contractor shall order the play equipment within seven (7) Calendar Days of receipt of the Purchase Order and provide the Contract Administrator with written confirmation of the delivery date.
- D14.4 Construction shall start on Site within forty-two (42) Calendar Days of receipt of the Purchase Order.

D15. SUBSTANTIAL PERFORMANCE

- D15.1 The Contractor shall achieve Substantial Performance within twenty (20) consecutive Working Days of the commencement of the Work as specified in D14.
- D15.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D15.3 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.

D16. TOTAL PERFORMANCE

- D16.1 The Contractor shall achieve Total Performance within twenty-five (25) consecutive Working Days of the commencement of the Work as specified in D14.
- D16.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D16.3 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.

D17. LIQUIDATED DAMAGES

- D17.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City five hundred dollars (\$500) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- D17.2 The amount specified for liquidated damages in D17.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D17.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D18. SCHEDULED MAINTENANCE

- D18.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Sodding as specified in E20.4.
- D18.2 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

D19. JOB MEETINGS

- D19.1 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.
- D19.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D20. DRAWINGS AND SPECIFICATIONS

- D20.1 The Contractor shall maintain one full size set of Drawings and Specifications on Site at all times during construction.
- D20.2 The Contractor shall maintain a set of record drawings on Site marking all Changes in Work to be submitted to the Contract Administrator at Total Performance.

D21. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D21.1 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).

D22. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D22.1 Further to B11.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B11.4.

MEASUREMENT AND PAYMENT

D23. PAYMENT

- D23.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D24. WARRANTY

- D24.1 Warranty is as stated in C13.
- D24.2 Manufacturer's warranties on play equipment and safety surfacing shall apply.

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

BID OPPORTUNITY NO. 582-2013

BRENTFORD PARK PLAYGROUND RENOVATION

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

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

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

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

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

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

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

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

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 582-2013
BRENTFORD PARK PLAYGROUND RENOVATION

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

This credit is subject to the Uniform Customs and Practice for Documentary Credit (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	Existing Conditions & Removals Plan
L2	Development Plan
L3	Layout Plan
L4	Grading Schematic Plan
L5	Details

GENERAL REQUIREMENTS

E2. SITE ACCESS

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

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

- E3.1 Further to C: 6.12, the Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of same before proceeding with the Work, and pay any cost attached to the inspection of such plans.
- E3.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would related to the Work.
- E3.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.
- E3.4 All Work shall be performed in compliance with Manitoba Workplace Safety and Health.
- E3.5 All Work shall be performed in compliance with Manitoba Workplace Safety and Health Fall Protection guidelines.

- E3.6 The Contractor and Sub-contractors must be fully aware of all Work involving hazardous materials. All Work must be performed in compliance with the Manitoba Department of Labour Workplace Safety and Health Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification to the Contract Administrator of his/her encountering of suspected hazardous material during their course of Work.

E4. PROTECTION OF SURVEY INFRASTRUCTURE

- E4.1 Further to CW1130, the location of survey monuments are shown on the Drawings.
- (i) Geomatics Job Number is 20130114.
 - (ii) Geomatics Branch is to be contacted at least 5 Working Days in advance of construction, at 204-918-1360, to schedule an appointment to provide the monument protection services required.

E5. DAMAGE TO EXISTING STRUCTURES AND PROPERTY

- E5.1 Further to C: 17, all necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing trees, shrubs, sod, pavements, streets, roads, boulevards, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the Sites of the Work. For all damage incurred thereto in the performance of the Work, the Contractor shall upon instructions from and to the satisfaction of the Contract Administrator and the owners thereof, either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to, the Contract Administrator and the owners thereof. The cost of which shall be borne entirely by the Contractor. The Contractor shall also indemnify and save harmless the City and David Wagner Associates Inc. from all claims made directly or indirectly against it in respect to any such damage.

E6. EXISTING SERVICES AND UTILITIES

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

E7. PROTECTION OF EXISTING TREES

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

The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.

- (d) Repair, replace and maintain tree protection materials during construction until the Project completion.
- (e) Carefully remove safety fencing and strapping material without harming the trees as soon as the construction and restoration Work is complete.

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

E8. TEMPORARY UTILITIES

- E8.1 Further to C: 6.12, the Contractor shall make his own arrangements in connection with the temporary use of lighting, power, gas, sewer, water or other utilities, and pay all costs in connection therewith.
- E8.2 All necessary permits, fees and other like expenses as well as the cost of temporary connections to existing facilities shall be arranged and paid for by the Contractor.

E9. SITE ENCLOSURES

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

E10. LAYOUT

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

E11. CANADIAN STANDARDS ASSOCIATION

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

E12. MAINTENANCE KITS

- E12.1 All play equipment shall include, at no extra cost, the supply of maintenance kits. Maintenance kits shall include maintenance manuals, complete manufacturer's parts lists, touch-up paint, PVC repair paint, 10% extra of each bolt, washer and any other hardware utilized on the play equipment, and all special tools necessary for assembly and maintenance.

SITE WORKS

E13. WORK BY OTHERS

- E13.1 Removal of existing play equipment shall be by the City of Winnipeg.
- E13.2 The Contractor is to advise the Contract Administrator of the expected start date at least ten (10) Working Days in advance so that the removals can be done.

E14. EXCAVATION AND SITE PREPARATION

E14.1 General Description

- (a) This specification shall cover:
- (i) The excavation and removal of existing wood edging and granular surfacing.
 - (ii) The preparation of play areas to receive new edging and protective surfacing.

E14.2 Excavation and Removals

- (a) Existing wood edging and granular surfacing from existing play areas, and any other extraneous materials, shall be removed from the Site and disposed of in a safe and legal manner.
- (b) Granular surfacing shall be removed to the depths required by the new Works in those locations:
- (i) Areas that are to receive Turf Renovation are to be prepared to the depth required for topsoil and sod as specified in E22. This Work shall be incidental to the Turf Renovation.
 - (ii) Areas that are to receive Asphalt Paving are to be prepared to the depth required for the specified paving. This Work shall be incidental to the Asphalt Paving.

E14.3 Site Preparation of Play Area

- (a) The new play area is to be excavated or filled to achieve the grades required for the installation of timber edging and correct depth of protective surfacing as shown on the Bidder's Drawings and as required in E11. All extraneous materials are to be removed from the Site and disposed of in a safe and legal manner.
- (b) The elevations of the sub-grade (mud grade) of the play area are to be as required for the correct installation of the safety surfacing and as determined in consultation with the Contract Administrator.
- (i) Sub-grade is to slope to drain towards the sub-surface drainage system as specified in E15.
 - (ii) Grades around the perimeter of the play area are to be as shown on the Drawings and the preparation of those grades shall be incidental to the Work associated with those areas.
 - (iii) Should imported clean fill be required, it shall be considered incidental to the Work.

E14.4 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured on a square metre basis, which price shall include all costs of excavation, imported fill, proper disposal of extraneous materials, rough grading and any associated Site restoration.

- (b) Items of Work:
 - (i) Site Preparation of Play Area

E15. SUB-SURFACE DRAINAGE

E15.1 General Description

- (a) This specification shall cover the supply and installation of a geocomposite prefabricated drainage system to take water out of the play area and the connection to the existing catch basin, as shown on the Drawings.
 - (i) This drainage system is in addition to any sub-surface drainage called for by the manufacturer of the play safety surfacing.

E15.2 Materials

(a) Multi-Flow Drain System

- (i) Drainage pipe shall be Multi-Flow or approved substitute in accordance with B6. Size shall be 150mm as shown on Drawings. All fittings shall be sized to fit and approved for use with Multi-Flow or approved substitute by the manufacturer.
- (ii) The drain conduit shall be of flexible, prefabricated, rounded rectangular shaped, composite product. The drain conduit shall be wrapped with a non-woven geotextile and shall be a non-woven needle-punched construction and consist of long-chain polymeric fibres composed of polypropylene, polyethylene or polyamide. The fibres shall be oriented into a multi-directional stable network whereby they retain their positions relative with each other and allow the passage of water as specified. The fabric shall be free of any chemical treatment or coating, which reduces permeability and shall be inert to chemicals commonly found in soil. The geotextile shall conform to the following minimum average roll values:

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

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

Thickness, inches	ASTM D-1777	1.0
Flow rate, gpm/ft ^{***}	ASTM D-4716	30
Compressive Strength, psf	ASTM D-1621 (modified sand method)	6000

Pipe Stiffness, pii	ASTM D-2412	100
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*** At gradient = 0.1, pressure = 10 psi for 100 hours.

- (b) Fittings
 - (i) The fittings used with the drainage system shall be of a snap together design. In no case shall any product be joined without the use of the manufacturer's connector designed specifically for the purpose.
- (c) Pipe
 - (i) Pipe for drain outlets shall be 75mm (3") either PVC pipe meeting the requirements of ASTM D-2729 or ASTM F-949, or high density polyethylene pipe meeting the requirements of AASHTO M252.2.4.
 - (ii) A rodent screen made of 7.6 mm by 7.6 mm square opening size, 1.6 mm gauge, stainless steel or galvanized welded mesh shall be installed in each outlet line. When using galvanized welded wire mesh, the rodent screen shall be galvanized after it has been formed to the shape and dimensions required.
- (d) Granular Backfill
 - (i) Backfill for the trenches shall be 6mm clean washed pea stone.
 - (ii) Geotextile Fabric, non-woven, to CW 3130.

E15.3 Methods

- (a) The existing catch basin shall be inspected prior to having any work done on it and any damage found shall be reported to the Contract Administrator.
- (b) The Work shall be as per SCD-659.
- (c) The layout of the sub-drain and proposed elevations are to be marked on Site and reviewed by the Contract Administrator. The multi-flow pipe may be installed vertically or horizontally as required by the grades.
- (d) The layout of the sub-drain is to be coordinated with the layout of the play equipment as per the Bidder's design so that there is no conflict between the sub-drain and the post holes.
- (e) Sub-drain is to be installed on the prepared surface to facilitate cross movement of water. Sub-drain shall be installed below geotextile and as shown on the Drawings.
 - (i) Play area is to be graded to drain towards the sub-drain. This sub-drain is to be used in conjunction with the appropriate wood fibre drainage system to bring water out of the play area.
 - (ii) The geotextile shall be considered incidental to the Wood Fibre Protective Surfacing.
- (f) Trenches are to be excavated with a trenching machine or by hand. Locations, where the trench crosses existing utilities, irrigation pipes and all other sub-surface pipes or fixtures, are to be excavated by hand. The amount of trench excavated at any time shall not exceed the amount of drain that can be set and backfilled completely prior to the end of that Working Day. Trench width shall be as specified on the Drawings.
- (g) The bottom surface of the trench is to be free of loose particles and is to have the slope shown on the Drawings. Over excavation in the bottom of the trench shall be backfilled to the proper grade with the excavated material or sand prior to the placement of the drain. Where sand or excavated material is used to fill the trench to the proper elevation that material shall be compacted to 95% of standard proctor density using appropriate means. Where the trench is to pass through an area of existing turf, the excavated material is not to remain on the grassed surface for a period of longer than 24 hours. All excavated material shall be removed from the Site daily and disposed of legally.
- (h) Trenches are to be inspected by the Contract Administrator prior to backfilling.
- (i) Multi-Flow drain pipe is to be placed in the trench and the trench is to be backfilled according to detail Drawings. Backfill is to be lightly tamped into place to eliminate any voids.

- (j) Fittings for the drain shall be installed in accordance with manufacturer's recommendations.
- (k) Contractor is to protect the subdrain from excessive weight during the duration of construction. Any damaged drain system shall be replaced or repaired by splicing in an undamaged section of like material at the Contractor's expense.
- (l) Connections to the existing catch basin shall be below the ground surface and grouted into place as per CW 2130 and SD-025.
- (m) Prior to completion of the project the Contractor shall clean out the catch basin of all debris.
- (n) Sub-surface drainage required as part of the safety surfacing installation shall be considered incidental to the Wood Fibre Protective Surfacing.
- (o) The Contractor shall be responsible for restoration of any surfaces damaged during the Work under this section.

E15.4 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured on a lump sum basis, for the Items of Work listed below, which price shall include all costs of material supply, piping, fittings, trenching, proper material installation, backfill, connection to catch basin, Site restoration and all other items incidental to the Work.
- (b) Items of Work
 - (i) Multi-Flow Drain System and Connection to Catch Basin

E16. TIMBER EDGING

E16.1 General Description

- (a) This specification shall cover the supply and installation of edging to contain the protective surfacing for the play area.

E16.2 Materials

- (a) Edging shall be subject to inspection and approval by the Contract Administrator.
- (b) Edging shall be as per SCD-651.
- (c) Timber Edging with Composite Cap
 - (i) All wood for the bottom row shall be spruce, pine or fir, No. 2 or better, no wane, bark, checking or splitting permitted. Wood shall be smooth (not rough sawn) and free of rough areas. All timbers to be 150 x 150mm with a minimum length of 1200mm.
 - (ii) Timbers shall be ACQ pressure treated (P.T.). All ends and cuts shall be treated with preservative before being secured.
 - (iii) The cap boards shall be 32 x 150 Trex or Reliaboard or approved substitute in accordance with B6. They shall be solid composite square edge boards, minimum length 1200mm. The colour is to be a cedar tone as approved by the Contract Administrator.
- (d) All fasteners used with the ACQ products shall be stainless steel or ceramic coated fasteners.
- (e) Geotextile fabric shall be non-woven, in accordance with CW 3130, and installed between the crushed granular base and the protective surfacing.
- (f) Granular base shall conform to CW 3110 and CW 3130.

E16.3 Methods

- (a) Layout of edging shall be as shown on the Drawings, or as approved, to adequately provide protective surfacing area around play equipment, based on the most recent CSA safety zone requirements.

- (b) Grades for the installation of timber edging shall be as shown on Drawings, as required to adequately drain the play area, and as determined on Site in consultation with the Contract Administrator.
- (c) The requirement for two or three tiers of timber shall be determined by the site grading and in consultation with the Contract Administrator. The top tier is to be level around the entire play area.
- (d) The cap board is to be eliminated for the accessible entrance shown on the Drawings.
- (e) Timber Edging shall be installed as per Drawings.
 - (i) A compacted granular base course shall be installed to a minimum 75mm depth and as required to set the timbers at the correct grade. It is to be compacted to a minimum of 95 percent Proctor Density.
 - (ii) Base course timbers shall be pinned with a minimum of two (2) 19mm diameter by 500mm rebar at maximum 1200mm O.C.
 - (iii) For two and three tier edging, the upper timbers shall be securely spiked with a minimum of two (2) 12mm diameter by 250mm spikes, predrilled at maximum 1200mm O.C.
 - (iv) The cap boards shall be predrilled and screwed with two screws at each end of the timber and two across from each other every 600mm O.C. Screws shall be treated for ACQ use and sized to suit.
- (f) All timbers shall be cut neatly for a proper fit with no spaces or gaps between. All cuts, except in the untreated cap boards, shall be treated before being secured. Finished elevations shall ensure that all timbers are smooth, level, set plumb and spaced uniformly.
- (g) All corners and joints shall be lap joints where one layer overlaps the join of the other.

E16.4 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured on a linear metre basis for the Items of Work listed below, which price shall include all costs of material supply, excavation, sub-grade preparation, proper material installation and any associated Site restoration.
- (b) Items of Work
 - (i) Timber Edging – One Tier

E17. WOOD FIBRE PROTECTIVE SURFACING

E17.1 Description

- (a) This specification shall cover the supply and installation of engineered wood fibre protective surfacing and associated sub-surface drainage.

E17.2 Materials

- (a) Wood Fibre product shall be either Zeagar Woodcarpet or Fibar FibarSystem 200 or 300 products or approved substitute in accordance with B7.
 - (i) Contact for Woodcarpet:
Zeagar Bros. Inc.
4000 East Harrisburg Pike ·
Middletown, PA 17057
USA
Ph: (1-888) 346-8524 or (717) 944-7481 ·
Fax (717) 944-7681
sales@zeager.com
 - (ii) Contact for Fibar System 200 or 300:

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) If substitute to Zeagar Woodcarpet or Fibar FibarSystem 200 or 300 is proposed, it must meet the following conditions:
- (i) materials must be IPEMA certified Engineered Wood Fiber
 - (ii) material must consist of random-sized, clean, engineered hardwood chips. Standard wood chips or bark mulch are not acceptable.
 - (iii) materials must meet or exceed ASTM F1292 standards for impact attenuation
 - (iv) materials must be certified by the CSA and approved for playground use
 - (v) materials must comply with ASTM F1951 for accessibility under the Canadians with Disabilities Act
 - (vi) materials must be covered by \$10,000,000.00 product liability insurance as well as provide a minimum 10 year warranty against loss of resiliency
- (c) Wood Fibre surfacing shall include wood fibre, non-woven geotextile fabric, subsurface drainage system and mats for bottom of slides and under swings.
- (d) Wood Fibre surfacing shall be supplied by an authorized distributor and delivery slips are to be submitted to the Contract Administrator prior to installation.

E17.3 Methods

- (a) Sub grade preparation shall be inspected by the Contract Administrator prior to installation of safety surfacing.
- (b) Sub-surface drainage Work specified in E15 shall be coordinated with the safety surfacing drainage system to create a total working system.
- (c) Wood Fibre shall be installed within the play areas, as defined by the timber edging to a minimum depth of 200 mm (after compaction). In the case where proposed play equipment includes a maximum fall height greater than 2.4m (8'), depth of material to directly correspond to maximum fall height of play equipment in accordance with manufacturer's specifications and based on the most recent CSA safety requirements.
- (d) The installation of the Wood Fibre shall be done immediately after the play equipment has been installed.
- (e) Installation of entire system, including fibre, geotextile fabric, subsurface drainage and mats shall be done according manufacturer's instructions. Adequate drainage within play equipment area must be ensured as per same.
- (f) Geotextile fabric must be cut and fit around playground equipment footings and overlap seams by 300mm.
- (g) The mats are to be installed directly on top of the geotextile fabric and secured in place with two (2) duckbill anchors per mat.
- (h) Installation shall be done by equipment sized to suit the Work being done and the Wood Fibre shall be spread by hand as necessary in the immediate vicinity of the play equipment so as not to damage same. The play equipment shall be swept clean to the satisfaction of the Contract Administrator after installation of the Wood Fibre.

E17.4 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured on a square metre basis, for the Items of Work listed below, which price shall include all costs of material supplied for the wood fibre system, sub-grade preparation, associated sub-surface drainage and proper material installation.

- (b) Items of Work:
 - (i) Wood Fibre Protective Surfacing System

E18. ASPHALT PAVING

E18.1 General Description

- (a) Further to CW 3110 and CW3410, this specification shall cover the supply and installation of the asphalt path including removal of existing asphalt pathway, excavation, sub-base and base construction, and asphaltic paving.

E18.2 Removal of Existing Asphalt Pathway

- (a) The existing asphalt pathway shall be removed from the areas shown the Drawings.
- (b) The existing asphalt shall be saw cut for the full depth of the pavement where asphalt to be removed meets asphalt that is to remain.
- (c) The asphalt and base material is to be removed to the depth required for the specified asphalt paving.
- (d) All excavated material shall be removed, hauled and disposed of off Site in a safe and legal manner.
- (e) Removal of asphalt pathway shall be considered incidental and included in the price of the Asphalt Paving.

E18.3 Materials and Method

- (a) Materials and installation as per SCD-648, CW 3110 and CW3410.
- (b) Sub-base and base materials and depths are as specified on the Drawings.
- (c) Asphaltic paving depth as specified on the Drawings.
- (d) Path widths and paved areas are indicated on the Drawings.
- (e) The paths and paved areas must be constructed to the grades shown on the Drawings. This Work shall be coordinated with the construction of the play area including timber edging and boulder installation.
- (f) A rolled down asphalt edge is to be constructed to provide an accessible entrance as indicated on the Drawings
- (g) The sub-base shall inspect by the Contract Administrator prior to the installation of asphalt.
- (h) The Contractor is to ensure that the timber edging and other adjacent materials and surfaces remain clean and free of asphalt. Over pour of asphalt and excess granular base shall be removed prior to acceptance of the asphalt paving.

E18.4 Basis of Payment

- (a) Payment for Work, specified under this section shall be paid for at the Unit Price, measured the square meter, for the Items of Work listed below. The price for Asphaltic Paving shall include all costs of excavation, material supply and proper material installation for sub-grade, sub-base and base preparation, and asphaltic paving. Removal and disposal of existing pathways, rough and final grading and Site restoration work shall be considered incidental to the Work.
- (b) Items of Work:
 - (i) Asphalt Paving

E19. BOULDERS

E19.1 General Description

- (a) This specification shall cover the supply and installation of boulders to provide a transition between the timber edging and the rolled asphalt edge.

(b) Related Work: Timber Edging and Asphalt Paving

E19.2 Materials

(a) Boulders:

- (i) Ten (10) rounded granite rocks in various sizes ranging from 600 to 1200mm diameter.
- (ii) No sharp edges or loose shards.

(b) The rocks are to be inspected by the Contract Administrator prior to installation on the Site.

E19.3 Methods

(a) The granular base for the asphalt walkway is to be extended under the location for the boulders. The boulders are to be set firmly in place and buried a minimum of 1/3 into the ground.

(b) The boulders are to be located as shown on the Drawings.

- (i) The boulders are to be fitted tightly together.
- (ii) Boulders are to set in groupings of various sizes as directed by the Contract Administrator.

E19.4 Basis of Payment

(a) Payment for Work, specified under this section, shall be paid for at the Unit Price, measured on a lump sum basis, for the Items of Work listed below. The price shall include all costs of excavation, material supply and proper material installation. Rough and final grading and Site restoration work shall be considered incidental to the Work.

(b) Items of Work:

- (i) Boulders

E20. TURF RENOVATION

E20.1 General Description

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

- (i) Associated Site grading and the construction of swales shall be considered incidental to this Work.

E20.2 Materials

(a) Topsoil: As per CW 3540.

(b) Sodding

- (i) As per CW 3510.
- (ii) Sod shall be mineral base.

E20.3 Methods

(a) Areas to be sodded shall be rough and fine graded to achieve drainage patterns as shown on the Drawings. Swales shall be created around the play area to drain to the existing catch basin and swale.

(b) The area where the swings are removed shall be excavated to remove all excess sand and rough graded to remove ridges and low areas.

(c) Areas to be sodded shall be excavated and/or filled with clean fill and rough graded to meet the grades required for the installation of topsoil and sod and as shown on the Drawings. Surplus materials shall be removed off-site in a legal manner.

(d) No area for Turf Renovation shall be less than the width of a full piece of sod.

- (e) Where sodding meets existing turf, the edges are to be cut neatly in straight lines using a sod cutter and new sod is to be installed to match the existing grades of the surrounding turf.
- (f) Seams between new and old turf are to be topdressed, seeded and rolled.
- (g) Only those areas shown on the Drawings as Turf Renovation shall be paid for under this section. All other Site restoration shall be considered incidental to other Works.

E20.4 Maintenance Period

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

E20.5 Basis of Payment

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

E21. FOUNDATIONS

E21.1 All play equipment and site furnishings are to be set in concrete footings or piles to ensure stability and prevent frost heaving. The current Standard Construction Specifications of the City of Winnipeg, CW 2160 – Concrete Underground Structures and Works, is to be utilized in the installation of the concrete works for all below ground components.

E21.2 The specific concrete requirements shall be;

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

E21.3 Installation

- (a) Contractor shall notify the Contract Administrator at least 48 hours prior to installation of concrete, so that footings may be inspected in advance of concrete being poured.
- (b) Work under this section is considered incidental to the installation of play equipment and site furniture.

E22. SITE FURNITURE

E22.1 General Description

- (a) This specification shall cover the supply and installation of site furniture as shown on the Drawings.

E22.2 Materials

- (a) Bench
 - (i) Bench: Tache Composite Bench with Arms, Drawing No. SCD-121A, Product #52501085, 1.8 M length (6'), manufactured by the City of Winnipeg, black powdercoat finish for metal and cedar tone for the boards,
- (b) Waste Receptacle

- (i) Metal Stat Type, as per SCD-119, Product #52501063BLK and #52501058, manufactured by the City of Winnipeg, black powdercoat finish.
- (c) Park Sign
 - (i) Double Sided Bilingual Park Sign, as per SCD-154, Product #52501105 with the name "Brentford Park" and address location "70 Brentford Road".
- (d) The contact for bench, waste receptacle and sign is:
 - Aaron Lennon
 - Supervisor of Central Repair/Manufacturing Facility
 - City of Winnipeg
 - Fax No.: (204) 783-1248
 - Email: alennon@winnipeg.ca

E22.3 Methods

- (a) The existing bench on Site is to be carefully removed and cleaned of concrete or other extraneous materials. It is to be safely stored and reinstalled as per SCD-121A.
- (b) All site furnishings are to be installed according to Drawings using approved non-rusting, vandal resistant fasteners to ensure solid, durable, finished work suitable for the purpose intended. Fasteners and assembly hardware shall be incidental to the Work.
- (c) Foundations as per E21.
- (d) All furnishings are to be installed plumb and true to correct elevations. The Contractor shall confirm proposed locations with the Contract Administrator prior to installation.
- (e) Where site furniture is located on asphalt, the asphalt work is to be completed and inspected prior to installation. The foundation holes are to be neatly formed or cut into the asphalt and the concrete foundations are to be finished cleanly and flush with the asphalt.
- (f) Site furnishings are to be kept clean of any granular, concrete, asphalt or other materials. Any damaged surfaces shall be touched-up to the satisfaction of the Contract Administrator.

E22.4 Basis of Payment

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

PLAY EQUIPMENT

E23. GENERAL COMMENTS

- E23.1 This specification shall cover the supply and installation of the Play Equipment as listed below and specified herein.
- E23.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the drawings and specifications.
- E23.3 The Contractor shall obtain all approvals including the requisite Development Permit.
- E23.4 The Contractor shall be responsible for the layout of all play equipment and thus the extent of the safety surfacing required to comply with CSA standards.

- (a) The layout of the edging is shown on the Drawings and if the Bidder chooses to adjust the dimensions to accommodate their proposed design it may affect their evaluation.

E23.5 Shop Drawings

- (a) Further to D11 and CW 1110, shop drawings shall be submitted to the Contract Administrator for all the play equipment specified in this Section, within five (5) Calendar Days of receipt of a Purchase Order.
- (b) The plan and layout shall be in AutoCAD .dwg format or Vectorworks format.
- (c) Shop Drawings shall include, but not be limited to:
 - (i) Layout and configuration of equipment including required safety zones and edging;
 - (ii) Colours;
 - (iii) Custom graphics or products.

E23.6 Colour:

- (a) 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.
- (b) All play equipment shall be of a coordinating colour scheme.

E23.7 Components which are unacceptable are the following:

- (a) Wooden structures;
- (b) Tube (enclosed) slides and crawl tubes;
- (c) Cable rides;
- (d) Merry-go-rounds;
- (e) Play panels with many small moving parts;
- (f) Talk tubes;
- (g) Barrel rollers; and
- (h) Large number of hollow plastic components.

E24. PLAY AREA REQUIREMENTS

E24.1 The design for the play area must meet the following requirements:

- (a) The play equipment at this park shall be for children ages 2-12.
- (b) The play equipment shall be vandal resistant and provide good visibility from the street.
- (c) Swings are to be located as shown on the Drawings and are to be as specified in E27.
- (d) Play area is to have wood fibre protective surfacing as specified in E17.
- (e) Play area is to include one (1) accessible playstructure:
 - (i) The playstructure shall be divided into two areas, one of which is composed of components designed for children ages 2-5 and the other composed of components designed for children ages 5-12;
 - (ii) The playstructure is to include accessible components or equipment to meet the City of Winnipeg Accessibility Design Standards with one of the slides easily accessible with a transfer system;
 - (iii) All deck areas of the structure shall be accessed by a minimum of one "easy" route;
 - (iv) Minimum one (1) slide per age group, of which at least one (1) must be metal;
 - (v) Climbing components and play panels that provide different experiences and age appropriateness;
 - (vi) Areas on and under the structure for appropriate social/creative/imaginative play;

- (vii) To include other play components such as motion, bridging and overhead events as budget and space allow.
- (f) Independent play panels and motion play components, such as spinners, seesaws or spring toys, are to be included as budget and space allow.
- (g) The price for the playstructure and any independent components shall be combined and listed as Play Equipment on Form B: Prices.
- (h) The prices for the Swings shall be separate from the other play equipment on Form B: Prices.

E24.2 Basis of Payment

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

E25. PLAYSTRUCTURE

E25.1 This specification shall cover the supply and installation of the playstructure(s) as per Bidder's proposed design.

E25.2 Materials

- (a) Posts / Caps
 - (i) All posts shall be a minimum of 127 mm (5") O.D. round tubing. All posts shall be fabricated from aluminum (0.125" min. wall thickness) tubing with a baked-on TGIC polyester powder coating. The powder coating finish shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating prior to powder coating. The bottom end of the posts is to be sealed with a moisture barrier.
 - (ii) Top caps for posts shall be aluminum die cast and powder coated the same as the post colour. All caps shall be factory installed and secured in place with tamper proof, self-sealing rivets.
- (b) Decks
 - (i) All decks shall be manufactured from vinyl-coated, perforated steel.
 - (ii) Increments between deck heights shall be a min. 200 mm (8") and max. 300 mm (12") unless connected by a climbing component.
- (c) Clamping System
 - (i) All deck, rail and play component clamping systems shall be fabricated from zinc plated, galvanized steel, stainless steel or aluminum, and baked-on polyester powdercoated. Tamper proof, corrosion resistant fasteners shall be used to retain clamping systems.
- (d) Handrails, Safety Rails and Handloops
 - (i) All handrails and safety rails shall be fabricated using a minimum of 1 1/8" O.D. with a 0.120" wall thickness steel tubing. After all fabrication activities have occurred including end cuts, drill holes, bends and weld joints, all components shall be smoothed and free from burrs, cracks, defects and other imperfections.
 - (ii) All components shall be hot dipped galvanized and baked-on polyester powdercoated.
- (e) Hardware
 - (i) All fasteners shall be socketed and tamper proof in design, and either carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel.

- (f) Poly Components
 - (i) Poly components such as play panels and handloops shall be fabricated from compression moulded solid colour, U.V. stabilized, high-density polyethylene.
- (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 orientation is preferred for all slides.
 - (ii) Poly slides that are costly and /or difficult to replace shall not be acceptable.
 - (iii) Poly components such as slides and hoods shall be fabricated from U.V. stabilized, rotationally moulded linear low-density polyethylene.
 - (iv) Steel slides are to be 16-gauge 304 stainless steel.
- (h) The playstructure shall have kick plates and hand loops as required to meet the most recent Canadian Standards Association Standards.

E25.3 If applicable to the Bidder's design submission, the following specifications shall apply:

- (a) Cable Net Components
 - (i) Cable nets shall be fully assembled and made of tightly woven, polyester-wrapped, six-stranded galvanized steel cable.
 - (ii) Cable net is to be assembled in sections, not one continuous cable.
- (b) Rock and Tree Climbers
 - (i) The rock and tree climbers shall be manufactured from Glass Fibre Reinforced Concrete (GFRC) and made to look like real rocks or trees.
 - (ii) If attached to the playstructure, they must be designed for such purpose.
- (c) Spinning Components
 - (i) Spinning components that are attached to posts are to be structurally stable with a minimum of two arms connecting it to the post(s).

E25.4 Installation

- (a) The playstructure shall be installed as per the Canadian Standards Association Standard. All posts and other vertical items shall be true to vertical. All decks, if so designed, shall be level. For foundations refer to Clause E21.
- (b) The playstructure shall be installed by factory certified installers only and to manufacturer's specifications.
- (c) Installation of the playstructure shall be coordinated with associated Site development Work. The playstructure shall be secured and rendered unusable until protective surfacing is in place

E26. INDEPENDENT PLAY COMPONENTS

E26.1 General Description

- (a) This specification shall cover the supply and installation of independent play panels and play equipment as per Bidder's proposed design.

E26.2 Materials

- (a) All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all parts and materials.
- (b) Play Panels
 - (i) Moving parts must be durable and vandal resistant.
 - (ii) Hollow plastic panels are not acceptable.
- (c) Spring toys and seesaws shall be as follows:

- (i) The body, if poly, shall be fabricated from compressed or rotationally moulded, high-density polyethylene with U.V. stabilizers and all edges chamfered. Colours and graphics are to be moulded-in.
 - (ii) The body, if metal, shall be fabricated from galvanized steel tubing with a baked-on TGIC polyester powder coating.
 - (iii) Hollow plastic and cast aluminum spring toys are not acceptable.
- (d) Finishes
- (i) Finishes shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating prior to powder coating.
- (e) 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.

E26.3 Installation

- (a) All play equipment locations are to be approved by the Contract Administrator prior to installation.
- (b) All play equipment shall be installed as per the Canadian Standards Association Guidelines. Refer to Clause E11.
- (c) All play equipment shall be installed by factory certified installers only and to manufacturer's specifications. For foundations refer to Clause E21.

E27. SWINGS

E27.1 General Description

- (a) This specification shall cover the supply and installation of one (1) complete swing set as specified herein.

E27.2 Product

- (a) Swings: Tri-pod Leg, Two Bay, Heavy Duty Swing Frame, 2.4 m (8') high, complete with two (2) slash-proof rubber belt seats and two (2) slash-proof rubber enclosed infant seats, heavy duty chain, anti-wrap swing hangers and hammer locks/bolt links.

E27.3 Materials – Swing Frame

- (a) Topbeam
 - (i) All topbeams shall be fabricated from min. 90mm (3 1/2") O.D. 8 gauge (minimum), 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 min. 60 mm (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 and the bottom end of the posts shall 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 or two piece, compression clamping cast aluminum or galvanized metal. They shall be 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. Swing hangers shall be anti-wrap.

E27.4 Materials - Accessories

- (a) Swing Chain
 - (i) All swing chain shall be 4/0 straight link, galvanized steel.
- (b) 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 slash proof. Infant seats shall be fully enclosed to prevent slipping out and provide extra lower back support.
- (c) 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 slash proof. The perimeter shall be moulded to form a blunt, impact absorbing edge.
- (d) Hardware
 - (i) All fasteners shall be socketed and tamperproof in design, and either carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel. Bolt links and "S" hooks shall be drop forged carbon steel, heat treated and hot dipped galvanized.

E27.5 Installation

- (a) Swings shall be installed as per the Canadian Standards Association Guidelines. Refer to Clause E11. For foundations refer to Clause E21.
- (b) The topbeam shall be installed level.
- (c) Installation of swings shall be coordinated with associated Site development Work. Swings shall be secured and rendered unusable until protective surfacing is in place.
- (d) Swings shall be installed by factory certified installers only and to manufacturer's specifications.