



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 556-2018

**TOM BROWN TOT LOT REDEVELOPMENT/ EDWARD SHINDLEMAN PARK
UPGRADES**

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

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Prices	4

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	2
B6. Addenda	2
B7. Substitutes	2
B8. Proposal Submission	3
B9. Proposal (Section A)	4
B10. Prices	5
B11. Design Drawings	5
B12. Component Descriptions	5
B13. Disclosure	5
B14. Conflict of Interest and Good Faith	5
B15. Qualification	6
B16. Opening of Proposals and Release of Information	8
B17. Irrevocable Offer	8
B18. Withdrawal of Offers	8
B19. Interviews	9
B20. Negotiations	9
B21. Evaluation of Proposals	9
B22. Award of Contract	10

PART C - GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

General

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

Submissions

D7. Authority to Carry on Business	2
D8. Safe Work Plan	2
D9. Insurance	3
D10. Performance Security	3
D11. Subcontractor List	3
D12. Detailed Work Schedule	4
D13. Ordering of play equipment	4

Schedule of Work

D14. Commencement	4
D15. Substantial Performance	5
D16. Total Performance	5
D17. Liquidated Damages	5
D18. Scheduled Maintenance	5

Control of Work

D19. Job Meetings	6
D20. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	6
D21. The Workplace Safety and Health Act (Manitoba) – Qualifications	6
D22. Safety	6
D23. Site Cleaning	6
D24. Inspection	7
D25. Deficiencies	7

Measurement and Payment

D26. Payment	7
--------------	---

Warranty

D27. Warranty	8
Form H1: Performance Bond	9
Form H2: Irrevocable Standby Letter of Credit	11
Form J: Subcontractor List	13

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Hazardous Materials	1
E3. Existing Services and Utilities	1
E4. Access To Site	1
E5. Permits, Notices, Licenses, Certificates, Laws and Rules	2
E6. Matching Existing Grades	2
E7. Damage to Existing Structures, Trees and Property	2
E8. Pedestrian Safety And Traffic Management	3
E9. Protection of the Survey Infrastructure	3
E10. Site Enclosures	3

Site Development

E11. Demolition, excavation, earthwork and grading	4
E12. Play Equipment	4
E13. Foundations	8
E14. Protective Surfacing and Sub-surface Drainage	9
E15. Timber curb	12
E16. Parkway path crushed limestone	13
E17. Site furniture	14
E18. Topsoil and Finish Grading	16
E19. Sodding	17
E20. Maintenance Kits	17
E21. Site restoration	17

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 TOM BROWN TOT LOT REDEVELOPMENT/ EDWARD SHINDLEMAN PARK UPGRADES

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 17, 2018.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

- B3.1 Further to C3.1, the Proponent may view the Site without making an appointment.
- B3.2 The Proponent is responsible for determining:
- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
 - (b) the nature of the surface and subsurface conditions at the Site;
 - (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
 - (d) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
 - (e) all other matters which could in any way affect his/her Proposal or the performance of the Work.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- B4.2 If the Proponent finds errors, discrepancies or omissions in the proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B4.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.
- B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.
- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

- B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>.
- B6.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. SUBSTITUTES

- B7.1 The Work is based on the Materials and methods specified in the Request for Proposal.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with

- the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B21.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
- B8.2 The Proposal should also consist of the following components:
- (a) Design Drawings in accordance with B11;
 - (b) Component Description, in accordance with B12;
- B8.3 Further to B8.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.4 Proponents should submit one (1) unbound maximum size 11” x 17” original (marked “original”) including drawings and six (6) copies (copies can be in any size format) for sections identified in B8.1 and B8.2.
- B8.5 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B8.6 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B8.7 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Proponent's name and address, and shall be submitted to:

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

B8.7.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Proponent's name and address, and an indication that the contents are part of the Proponent's Bid Submission.

B8.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204-949-1178.

B8.8.1 The Proponent is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

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

B8.9.1 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B9. PROPOSAL (SECTION A)

B9.1 The Proponent shall complete Form A: Proposal, making all required entries.

B9.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

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

B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B9.4 Paragraph 12 of Form A: Proposal shall be signed in accordance with the following requirements:

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

B9.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B9.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B10. PRICES

B10.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

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

B11. DESIGN DRAWINGS

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

B12. COMPONENT DESCRIPTIONS

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

B13. DISCLOSURE

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

B13.2 The Persons are:

- (a) N/A

B14. CONFLICT OF INTEREST AND GOOD FAITH

B14.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B14.3 In connection with its Proposal, each entity identified in B14.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B14.4 Without limiting B14.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B14.5 Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B15. QUALIFICATION

B15.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the

Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and

- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B15.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B15.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B15.4 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.

B15.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B15.6 Further to B15.3(c), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent /Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B15.7 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.

B15.8 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the name(s) of the Proponents and the Contract amount of the successful Proponent and their address(es) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.

B16.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

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

B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B17. IRREVOCABLE OFFER

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

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

B18.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B18.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B18.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.

B18.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages

as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B19. INTERVIEWS

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

B20. NEGOTIATIONS

B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B20.3 If, in the course of negotiations pursuant to B20.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

B21.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: (pass/fail)
- (c) Total Bid Price; 10%
- (d) Design Drawings/Component Descriptions 90%

B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B21.4 Further to B21.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B21.4.1 Further to B21.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B21.4.2 Further to B21.1(c), the Award Authority may reject a Bid as being non-responsive if it exceeds the budget as shown on Form B: Prices.

B21.4.3 The Total Bid Price shall be evaluated with a weighing of 10 points out of a total of 100 possible points. As such, the lowest Proponent shall receive the full 10 points, and the second lowest Proponent and subsequent Proponents shall be pro-rated accordingly.

B21.5 Further to B21.1(d) Design Drawings/Component Descriptions shall be evaluated with a weighting of 90 points out of a total of 100 possible points as per B11 and B12.

B21.5.1 The Design shall be evaluated on the following criteria:

- (a) compliance with CSA Standards (pass/fail);
- (b) play value (maximum 39 points):
 - (i) 7 points – Gross Motor Play Experience(s) (Climbing, balancing, etc.);
 - (ii) 7 points – Motion Component(s);
 - (iii) 6 points - Provides opportunities for appropriate social / interpersonal interaction and co-operative play;
 - (iv) 6 points – Imaginative/ Cognitive Play Component(s), including fine motor skills;
 - (v) 5 points – Sliding Component(s) for 5-12 year old;
 - (vi) 4 points - Variety of play Components.
 - (vii) 4 points – Uniqueness of components as compared to similar playground components within walking distance (400m) of the park as per E 12.4(d).
- (c) Designed for inclusive play using Universal Design principles – Accessible Play Area only (maximum 15 points):
 - (i) Complies with section 2.3.5 of the 2010 City of Winnipeg Accessibility Design Standards (www.winnipeg.ca/ppd/Universal_Design.stm)(pass/fail);
 - (ii) 7 points – Provision of tactile and auditory play experiences;
 - (iii) 4 points – Layout of the play area for integration of wheelchair accessible components to promote inclusive play;
 - (iv) 4 points – Layout of the play area for persons with visual impairment.
- (d) Layout/circulation (maximum 23 points):
 - (i) 5 points – Flow and relationship between play area activities;
 - (ii) 5 points - Layout/orientation of components on Site and in relation to seating areas;
 - (iii) 5 points - Orientation to provide good visibility to play area from adjacent road
 - (iv) 5 points – Efficient use of space within and between elements;
 - (v) 3 points - Slide orientation – north or east.
- (e) Durability (maximum 10 points):
 - (i) Use of durable/tamper-resistant materials, low maintenance finishes and connector systems and ease of repair/replacement of the products used with the playground area.
- (f) Drawing and Design Submission Clarity (maximum 3 points):
 - (i) 1 point – Drawing Submission including complete Site Plan, clearly showing the location of all play equipment, play edging, pathways and seating areas.
 - (ii) 2 points – Clarity of drawings, supportive imagery and literature that serve to effectively communicate the intent of the play structures design and function.

B21.6 Further to B21.5.1(a), if Contractor states play equipment components are compliant with CSA Standards which are not, liquidated damages shall be charged as per D17 should this result in additional design and/or meeting time on the part of the Contract Administrator.

B22. AWARD OF CONTRACT

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

B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.

- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B22.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.
- B22.5.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B22.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B22.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Contractor will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of excavation and removals of existing playground safety surfacing, edging material, play structures and the supply and installation of new playground safety surfacing, subsurface drainage, edging and play equipment and associated works.

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

- (a) Excavation, removal and disposal of existing playground edging material
- (b) Excavation, removal and disposal of existing playground safety surfacing
- (c) Excavation, removal of existing play structures and site furniture
- (d) Scarify existing granular pathway
- (e) Supply and installation of new playground equipment including safety surfacing and curb edging.
- (f) Supply and install new playground subsurface drain system.
- (g) Supply and install new site furnishings
- (h) Supply and install new granular pathway
- (i) Supply and install topsoil and sod associated in all of the above noted parks

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is: McGowan Russell Group, represented by
Aaron Hirota
Senior Landscape Architect
Telephone No. 204 956-0396
Email address: info@mcgowanrussell.com

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

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

D4. CONTRACTOR'S SUPERVISOR

D4.1 Further to C6, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.

D4.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

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

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

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

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

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

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

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

D6. NOTICES

D6.1 Notwithstanding C23.2.2, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following:

The City of Winnipeg
Attn: Chief Financial Officer
Office of the Chief Administrative Officer
Susan A. Thompson Building
2nd Floor, 510 Main Street
Winnipeg MB R3B 1B9

D6.2 Bids Submissions must not be submitted to this address. Bids must be submitted in accordance with B8.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

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

D8. SAFE WORK PLAN

D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm> .

D9. INSURANCE

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
 - (c) all risks installation floater, carrying adequate limits to covers all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, referencing the Bid Opportunity number and/or the Scope of Work D2 and Specifications PART E - to be performed, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D9.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

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 and prior to the commencement of any Work on the Site.

D11. SUBCONTRACTOR LIST

- D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least

two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D12. DETAILED WORK SCHEDULE

D12.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site.

D12.2 Detailed Work Schedule shall consist of the following dates:

- (a) Start date;
- (b) Removals of existing site elements;
- (c) Excavation for play area and path;
- (d) Rough Grading;
- (e) Installation of sub-surface drainage;
- (f) Installation of play edging;
- (g) Installation of play equipment;
- (h) Installation of safety surfacing;
- (i) Installation of path and seating areas;
- (j) Installation of site furniture;
- (k) Installation of topsoil and sod; and
- (l) Expected completion.

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

D13. ORDERING OF PLAY EQUIPMENT

D13.1 The Contractor shall provide the Contract Administrator with evidence, to the satisfaction of the Contract Administrator, of having ordered all the play equipment necessary to complete the work from the manufacturer/supplier within seven (7) days of receipt of the purchase order or letter of intent, whichever is received earlier.

SCHEDULE OF WORK

D14. COMMENCEMENT

D14.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

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; and
 - (vii) the detailed work schedule specified in D12.
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.^

D14.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent.

D15. SUBSTANTIAL PERFORMANCE

D15.1 The Contractor shall achieve Substantial Performance within twenty five (25) 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 thirty (30) 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 Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) Substantial Performance – Five Hundred dollars (\$500.00);
- (b) Total Performance – Five Hundred dollars (\$500.00).

D17.2 The amounts specified for liquidated damages in D17.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance or Total Performance by the days 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) Sod Maintenance as specified in CW-2510;

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

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

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

- D21.1 Further to B15.6, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B15.6.

D22. SAFETY

- D22.1 Further to C6, the Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D22.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D22.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work.
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (f) fire hazards in or about the Work are eliminated;

D23. SITE CLEANING

- D23.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.

- D23.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.
- D23.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

D24. INSPECTION

- D24.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D24.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D25. DEFICIENCIES

- D25.1 Further to C11, the Contract Administrator may order the Contractor to alter or improve his methods, to increase or improve his Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.
- D25.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C18.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.
- D25.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.
- D25.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D25.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

MEASUREMENT AND PAYMENT

D26. PAYMENT

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

WARRANTY

D27. WARRANTY

D27.1 Warranty is as stated in C13.

FORM H1: PERFORMANCE BOND
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

RFP NO. 556-2018

TOM BROWN TOT LOT REDEVELOPMENT/ EDWARD SHINDLEMAN PARK UPGRADES

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

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

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

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

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

(Date)

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

RE: PERFORMANCE SECURITY – RFP NO. 556-2018

TOM BROWN TOT LOT REDEVELOPMENT/ EDWARD SHINDLEMAN PARK UPGRADES

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

(Name of Contractor)

(Address of Contractor)

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

Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

This credit is subject to the Uniform Customs and Practice for Documentary Credit (2007 Revision), International Chamber of Commerce Publication Number 600.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
L1.0	Tom Brown Removals Plan
L1.1	Tom Brown Layout Plan
L1.2	Edward Shindleman Removals Plan
L1.3	Edward Shindleman Layout Plan
SCD-119	Waste Receptacle Side Opening Metal Slat Type
SCD-121A	Tache Bench Composite with Arms
SCD-122A	Tache Style Wheelchair Metal Frame Picnic Table
SCD-153	English Park Sign with Address
SCD-646	Parkway Path Crushed Limestone
SCD-650	Engineered Wood Fibre Safety Surfacing Drainage Diagram
SCD-651	Single Timber Edging with Cap
SCD-651A	Double Timber Edging with Cap

E2. HAZARDOUS MATERIALS

- E2.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.

E3. EXISTING SERVICES AND UTILITIES

- E3.1 No responsibility will be assumed by the City for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface; the City shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.

E4. ACCESS TO SITE

- E4.1 Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at his/her own expense and approved by the Contract Administrator.

E4.2 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and he/she shall be responsible for all damage resulting from his/her Work on private property.

E5. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES

E5.1 Further to C6.12, the Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of same before proceeding with the Work, and pay any cost attached to the inspection of such plans.

E5.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.

E5.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.

E5.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.

E5.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.

E5.6 The Contractor and Sub-contractors must be fully aware of all Work involving hazardous materials. All Work must be performed in compliance with the Manitoba Department of Labour Workplace Health and Safety Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification to the Contract Administrator of his/her encountering of suspected hazardous material during their course of Work.

E6. MATCHING EXISTING GRADES

E6.1 Wherever the proposed paving, or sod meets existing pathway/pavement, curb edge, or property line, the Contractor shall construct the proposed element to an acceptable grade, as directed by the Contract Administrator, to ensure that proper drainage and accessibility are maintained.

E7. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY

E7.1 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing trees, shrubs, sod, pavements, streets, roads, boulevards, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the Site of the Work. For all damage incurred in the performance of the Work (either directly or indirectly), the Contractor shall either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to City of Winnipeg Contract Administrator, and the cost of which shall be borne entirely by the Contractor. The Contractor shall also indemnify and save harmless the City from all claims made directly or indirectly against it in respect to any such damage.

E7.2 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing park trees within the limits of the construction area:

- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment within 2 metres of trees.
- (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2400 wood planks, or suitable protection as approved by the Contract Administrator.
- (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the

outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.

- (d) Operation of equipment within the drip line of the trees shall be kept to a minimum required to perform the Work required. Equipment shall not be parked, repaired, refueled; construction materials shall not be stored, and earth materials shall not be stockpiled within the drip lines of trees. The drip line of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.

E7.3 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his/her designate.

E7.4 No separate measurement or payment will be made for the protection of trees.

E8. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT

E8.1 Further to CW 1130, the Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress is maintained to private properties while he/she is working near them. Any damage caused by the negligence of the Contractor or his/her Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by him at his/her own expense, to the satisfaction of the Contract Administrator.

E8.2 Ambulance/ Emergency vehicle access must be maintained at all times.

E9. PROTECTION OF THE SURVEY INFRASTRUCTURE

E9.1 Notwithstanding clause 4 "Persons and municipalities to protect Outline Monuments"; under [The Surveys Act](#), of Manitoba, the Contractor shall be responsible to protect the Survey Infrastructure from damage as a result of the Work.

E9.2 Further to C6.26 (g), at least 72 hours prior to the commencement of the On-Site Work the Contractor shall contact the City of Winnipeg, Geomatics Services Branch at 204-918-1360 (8:00 am to 4:00 pm Monday to Friday, excluding holidays) to obtain underground clearance. Geomatics Services will locate and mark all known outline survey monuments and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.

E9.3 Where a survey post, bar or control monument lies in the line of the proposed Work and must be disturbed, the Contractor shall provide the Contract Administrator with 48 hours' notice to permit referencing for future replacement, at no cost to the Contractor. Failure to provide the specified notice shall result in the Contractor paying for all costs associated with replacing or relocating the disturbed outline survey monuments and geodetic control monuments. Survey monuments and geodetic control monuments at or adjacent to the Site, not in the line of the proposed construction that are damaged or disturbed by the Contractor shall be replaced or relocated by the City or its agent and all associated costs shall be paid for by the Contractor.

E9.4 An approximate estimate of the cost to restore a legal survey monument is \$1,000 per bar and \$3,000 per control monument. Contractors shall ensure their landscaping and other subcontractors are aware of this clearance procedure and the potential restoration costs. Where possible, amounts owed to the City in accordance with the above will be deducted from payments to be made by the City to the Contractor.

E10. SITE ENCLOSURES

E10.1 Temporary Site enclosures, as determined necessary at the pre-construction meeting, shall be erected and maintained as required for the duration of the construction period.

- E10.2 Site enclosures shall, at a minimum, consist of sectional 1.8m height, non-climbable metal fencing.
- E10.3 Site enclosures shall be sufficient to isolate and secure the jobsite from the adjacent area.
- E10.4 Site enclosures shall be considered incidental to the Contract Work.

SITE DEVELOPMENT

E11. DEMOLITION, EXCAVATION, EARTHWORK AND GRADING

E11.1 DESCRIPTION

- E11.1.1 This specification shall cover all removals, excavation, clearing and grubbing, removal or supply and installation of materials necessary to achieve the grades and drainage patterns documented in the Drawings at the sub grade (mud grade) level.
- E11.1.2 This specification shall cover all removals of existing site furnishings, existing landscape works, existing play equipment, existing safety surfacing and play curbing, existing granular pathways, unit pavers and all other similar items to complete the Work described on the Drawings.
- E11.1.3 This specification is supplemental to CW 3010, CW 3110, and CW 3170. Materials and installation are to conform to these standard Specifications.

E11.2 CONSTRUCTION METHODS

- E11.2.1 Prior to beginning work the Contractor shall establish limits of grading and stake their proposed finish grades in a manner consistent with the drawings. Contractor shall not proceed until Contract Administrator has reviewed the grades and the limits for conformance with the design intent and authorized the Contractor to proceed. The contractor shall remain responsible for attaining the positive drainage irrespective of the Contract Administrators review.
- E11.2.2 Clearing and grubbing operations are to be completed to the satisfaction of the Contract Administrator prior to the beginning of Earthwork and Grading.
- E11.2.3 Contractor shall limit operations to the area shown on drawings for each site.
- E11.2.4 Grading operations are to be conducted to ensure adequate subcut to install surface materials and structures as detailed on the drawings while still ensuring positive drainage of the finished project.
- E11.2.5 Provision for drainage of the play area subcut shall be provided immediately upon completion of excavation of the play area.
- E11.2.6 Subgrade shall be completed and accepted by the Contract Administrator prior to the installation of other works.
- E11.2.7 Where items are shown on the Drawings as 'to be removed' they shall be removed from the site in total and disposed of in a legal manner.
- E11.2.8 Where items are shown on the Drawings as 'to be stockpiled' they shall be stored on site and installed within 12 hours of removal. Stockpiled materials shall be free of foreign material and protected from adverse weather conditions until installation.
- E11.2.9 Where existing pathways are shown on the Drawings as 'to be scarified' the top 75mm (3") of existing granular surface shall be excavated, removed and disposed and remaining base material shall be prepared for new granular surface.

E12. PLAY EQUIPMENT

E12.1 GENERAL DESCRIPTION

- E12.1.1 The work of this section comprises the furnishing of all labour, equipment and materials incidental and required to complete the supply and installation of play equipment where indicated on the Drawings and as specified herein.
- E12.1.2 Play equipment shall be installed in the play areas as shown on the Layout Drawing. The play equipment and safety zones shall fit into the proposed play areas as indicated on the Drawings though the maximum available areas may be reduced as per the proposed drawing. Efficiency and good use of space will be considered in the evaluation of the submissions.
- E12.1.3 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the drawings and specifications.
- E12.1.4 The Contractor shall obtain all approvals including applicable permits if required.
- E12.1.5 Play Area: Tom Brown Park:
- (a) The play area designed for children aged 2-5. Play areas consist of independent components that are geared toward these ages.
 - (b) Play equipment shall allow for visibility through the play area as much as possible and minimize the amount of hollow plastic in order to protect from vandalism.
 - (c) Overall theme can be natural / forest.
 - (d) Play equipment must provide the following play activities:
 - (i) Sensory & Imaginative Play;
 - (ii) Climbing and Crawling;
 - (iii) Balancing;
 - (iv) Motion (Spinning, Swinging).
 - (e) The design submission shall be evaluated as per B18 and include the following elements:
 - (i) **The junior play area must include one (1) climbing element;**
 - (ii) **The junior play area must include one (1) see-saw element;**
 - (iii) **The junior play area must include one (1) spinning element;**
 - (iv) **The junior play area must include two (2) spring rider elements;**
 - (v) **The junior play area must include one (1) slide.**
 - (vi) **The components in the play area must not replicate other play equipment within 400m radius of the Site.**
- E12.1.6 Play Area: Edward Shindleman Park:
- (a) The play area designed for children aged 5-12. Play areas consist of components that are geared toward these ages.
 - (b) Play equipment shall allow for visibility through the play area as much as possible and minimize the amount of hollow plastic in order to protect from vandalism.
 - (c) Overall theme can be natural / forest.
 - (d) Play equipment must provide the following play activities:
 - (i) Sensory & Imaginative Play;
 - (ii) Climbing and Crawling;
 - (iii) Balancing;
 - (iv) Motion (Spinning, Swinging)
 - (v) Upper and lower body strength.
 - (e) The design submission shall be evaluated as per B18 and include the following elements:
 - (i) **The Senior play area must include one (1) "Parkour" style system that will allow the children to climb and jump between components.**

(ii) The components in the play area must not replicate other play equipment within 400m radius of the Site.

E12.1.7 If colour is a feature of posts, top caps and panels, the Contract Administrator shall have the ability to modify specified colours from the proposed design after Contract Award. If the price of the equipment in the Bid Submission is subject to the colours of the proposed design, this must be indicated in the Bid Submission.

E12.1.8 Components which are unacceptable are the following:

- (a) Wooden structures;
- (b) Enclosed tube slides and enclosed crawl tubes;
- (c) Play panels with many small moving parts;
- (d) Talk tubes;
- (e) Barrel rollers;
- (f) Tire swings;
- (g) Sand diggers;
- (h) Disc swings;
- (i) Large number of plastic components.

E12.1.9 Components which are generally **not accepted but may be considered** are the following:

- (a) Cable rides;
- (b) Merry-go-rounds.

E12.2 MATERIALS

E12.2.1 Posts/Caps

- (a) All posts shall be a minimum 5" O.D. or 4" square tubing for a post and deck structure.
- (b) 3.5" O.D. round or 3.0" square tubing will be permitted in circumstances where a multi-deck structure has decks of varied heights which are all under 4', or for structures with 2 decks or less.
- (c) All posts shall be fabricated from either aluminum (0.125" (11ga) min. wall thickness) or galvanized steel (0.120" (11 ga) min. wall thickness) tubing. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating. The bottom end of the posts is to be sealed with a moisture barrier.
- (d) In the case of a deckless structure, a minimum size of 2 3/8" O.D. round posts fabricated out of steel or aluminum is acceptable.
- (e) Top caps shall be made of steel construction and shall be factory installed and secured in place with tamper proof, self-sealing rivets. Plastic top caps will be accepted if made of solid construction (hollow caps not accepted).
- (f) If painted colour is a feature of posts and top caps, it shall be a baked-on polyester powder coating. The powder coating finish shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance.

E12.2.2 Decks (if applicable)

- (a) All decks shall be manufactured from vinyl-coated perforated steel or a steel core composite. Deck heights may vary to a maximum height of 6'.

E12.2.3 Clamping Systems

- (a) All deck, rail and play component clamping systems shall be fabricated from zinc plated, galvanized steel, stainless steel or aluminum. Tamper proof, corrosion resistant fasteners shall be used to retain clamping systems.

E12.2.4 Handrails, Safety Rails and Handloops (if applicable)

- (a) All handrails, safety rails and handloops shall be fabricated using a minimum of 15/16" (24mm) O.D. with a 120" wall thickness steel tubing. After all fabrication activities have occurred including end cuts, drill holes, bends and weld joints, all components shall be hot dipped galvanized.
- (b) Smooth all cut edges and weld joints prior to hot dip galvanizing and ensure that all tubing is free from burrs, cracks, defects and other imperfections.

E12.2.5 Hardware

- (a) 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.
- (b) All necessary hardware shall be provided.

E12.2.6 Poly Components

- (a) Poly components such as slides and hoods shall be fabricated from U.V. stabilized, rotationally molded linear low-density polyethylene.
- (b) Poly components such as play panels shall be fabricated from compression molded solid colour, U.V. stabilized, high-density polyethylene.

E12.2.7 Each Each play structure shall have kick plates and hand loops as required to meet the most recent Canadian Standards Association Standards.

E12.3 CONSTRUCTION METHODS

E12.3.1 Play equipment shall be installed as per manufacturer's specifications and in accordance with the most recent Canadian Standards Association Standards.

E12.3.2 One play equipment installer on site, at minimum, must be a valid Canadian Certified Playground Inspector.

E12.3.3 All posts and other vertical items shall be plumb and true to vertical, if so designed.

E12.3.4 All decks shall be level, if so designed.

E12.4 INDEPENDENT COMPONENTS

E12.4.1 GENERAL DESCRIPTION

- (a) The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the specifications.
- (b) This specification shall cover the supply and installation of Independent Components as specified herein.
- (c) Independent Components shall be installed as per the proposed design, as the proposed budget will allow.
- (d) Independent Components shall be installed in the available areas as shown on Drawings. The Components and their safety zones must fit into the proposed play area.

E12.4.2 MATERIALS

- (a) All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all parts and materials.
- (b) There shall be a minimum (or no) amount of hollow plastic components. Solid plastic is acceptable.
- (c) There shall be a minimum amount of solid elements which limit visibility through the Site.
- (d) Fasteners

- (i) All hardware shall be tamper-proof in design and requiring special tools. It shall be either carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel. All necessary hardware and tools shall be provided.

(e) Finishes

- (i) Finishes shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating.

(f) Foundations

- (i) Shall be as per E13

E12.5 MEASUREMENT AND PAYMENT

- E12.5.1 Play equipment shall be measured and paid on a lump sum basis for "Supply and install play equipment" as per Form B: Prices. The number to be paid shall be the total number of units installed in accordance with the Drawings and Specifications and as measured and accepted by the Contract Administrator.

E13. FOUNDATIONS

E13.1 GENERAL DESCRIPTION

- E13.1.1 All playground equipment posts, bases and anchors are to be set in concrete footings or piles to ensure stability and prevent frost heaving. An alternative to concrete footings or piles that may be approved includes a welded and secured rail mounting system. The current Standard Construction Specifications of the City of Winnipeg, CW 2160 –latest revision - Concrete to be used in Underground Works, is to be utilized in the installation of the concrete works for all below ground components.

E13.2 MATERIALS

- E13.2.1 The specific concrete requirements shall be:
- (a) Sulphate resistant, Type 50 Cement;
 - (b) 28 day compressive strength of 30 Mpa;
 - (c) maximum aggregate size of 20mm, nominal;
 - (d) slump 80 +/- 20mm;
 - (e) maximum water/cement ratio 0.49.

E13.3 CONSTRUCTION METHODS

- E13.3.1 All posts and supports shall be centred in the concrete footing such that there is a complete collar of concrete around each post and support. Where posts are not perfectly centred there should be a minimum of 2" concrete at any point around the post.
- E13.3.2 All concrete footings for play equipment shall be a minimum of 914mm (3') depth, or in accordance with Manufacturer's specifications, whichever is greater.

E13.4 MEASUREMENT AND PAYMENT

- E13.4.1 Method of Measurement shall be as follows:
- (a) Foundations shall be incidental to the measurement of Play Equipment listed above and as shown on Form B: Prices.
- E13.4.2 Basis of Payment shall be as follows:
- (a) No separate payment shall be made for play equipment foundations.

E14. PROTECTIVE SURFACING AND SUB-SURFACE DRAINAGE

E14.1 GENERAL DESCRIPTION

E14.1.1 This specification shall cover the supply and install of wood fibre safety surfacing, drainage course and associated sub-surface drainage systems.

E14.1.2 WOOD FIBRE SURFACING

E14.1.3 Description

- (a) This specification shall cover the supply and installation of Wood Fibre Protective Surfacing within the Play Equipment Areas.
- (b) This specification shall cover the supply and installation of Wood Fibre Protective Surfacing to drain externally as per Drawing SCD-650.
- (c) This specification shall cover the supply and installation of Multi-Flow Drainage and outflow as per Drawing SCD-659.

E14.2 MATERIALS

- (a) Wood Fibre product shall be either Zeager Woodcarpet or Fibar System 200 or 300 products or substitute in accordance with B6.
 - (i) Contact for Woodcarpet:
Zeagar Bros. Inc.
4000 East Harrisburg Pike ·
Middletown, PA 17057 USA
Ph: (1-888) 346-8524 or (717) 944-7481 ·
Fax (717) 944-7681
sales@zeager.com
 - (ii) Contact for FibarSystem 200 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) Wood fibre safety surfacing shall be IPEMA certified Engineered Wood Fibre. Contractor shall provide certification to the Contract Administrator prior to installation.
- (c) Wood Fibre surfacing shall include wood fibre, filter cloth, subsurface drainage system and mats under the ends of slides.
- (d) Granular base for below engineered wood safety surfacing to be 19 mm diameter, clean crushed limestone regardless of which wood fibre product is used.
- (e) Geotextile/Filter Fabric to be Armtec 200, or product supplied by engineered safety surfacing manufacturer or in accordance with section B7 Substitutes.
- (f) Mats are to be installed directly on top of the geotextile fabric and secured in place with two (2) duckbill anchors per mat.

E14.2.2 CONSTRUCTION METHODS

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

- (b) The installation of the Wood Fibre shall be done immediately after the play equipment has been installed.
- (c) Installation of entire system, including fibre, filter cloth, subsurface drainage and mats under slide ends shall be done according manufacturer's instructions. Adequate drainage within play equipment area must be ensured as per same.
- (d) Subsurface drainage lines shall be graded to drain to the proposed dry wells. The cost for the underground drainage line, gravel base and surface repairs shall be included in the price for the wood fibre supply and installation.
- (e) 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.

E14.2.3 MEASUREMENT AND PAYMENT

E14.2.4 Method of Measurement shall be as follows:

- (a) Protective surfacing will be measured on a square metre basis for:
 - (i) "Supply and install Wood Fibre Protective Surface with Multi-flow subsurface drainage" on Form B: Prices.
- (b) The bidder must indicate for Item #3 on Form B: Prices the required quantity of units, dependent on the submission.**

E14.2.5 Method of Payment shall be as follows:

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

E14.3 SUB-SURFACE DRAINAGE

E14.3.1 DESCRIPTION

- (a) This Work shall consist of providing and placing a geo-composite prefabricated drain system as required in the design submission and as described on the drawings and herein. Drainage system shall be installed in accordance with these specifications and in close conformity with the locations and dimensions as shown on the plans or specified by the Contract Administrator. The quantities of drain as shown may be increased or decreased at the direction of the Contract Administrator based on actual Site conditions that occur during construction of the project. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the Work.

E14.3.2 MATERIALS

- (a) Drainage pipe shall be Multi-Flow, or 100 mm perforated pvc pipe or approved substitute in accordance with B6. If Multi-Flow pipe use 150 mm (6") wide strips. The manufacturer will size and approve all fittings for use with Multi-Flow or approved substitute drainage pipe. . The Multi-Flow pipe may be installed horizontally.
- (b) The drain conduit shall be of flexible, prefabricated, rounded rectangular shaped, composite product. The drain conduit will be wrapped with a non-woven geotextile and will be a non-woven needle-punched construction and consist of long-chain polymeric fibres composed of polypropylene, polyethylene or polyamide. The fibres will 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 will be free of any chemical treatment or coating, which reduces permeability and will be inert to chemical commonly found in soil. The geotextile will 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

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

Thickness, inches	ASTM D-1777	1.0
Flow Rate, gpm/ft*	ASTM D-4716	29
Compressive Strength, psf	ASTM D-1621 (modified sand method)	6000
Pipe Stiffness, pii	ASTM D-2412	100

* At gradient = 0.1, pressure = 10 psi for 100 hours.

(d) Fittings

- (i) The fittings used with the edge drain shall be of a snap together design. In no case shall any drainage product be joined without the use of the manufacturer's connector designed specifically for the purpose. Cleanouts will be provided as indicated on the drawing.

E14.3.3 Backfill for Trenches

- (a) Backfill will be coarse sand whose particle size is defined as less than 5% retained on a # 10 screen and less than 5% passing through a # 30 (US Std Sieve) In no case will more than 1% pass a # 60 screen.

E14.3.4 CONSTRUCTION METHODS

- (a) The layout of the sub-drain is to be marked on Site and approved by the Contract Administrator. Trenches shall be a min. 150mm in width. The trenches are to be installed to drain the water to the existing drainage ditch.
- (b) Sub-drain is to be laid on the prepared surface to facilitate cross movement of water. Sub-drain shall be installed below geotextile and in conformance with details provided. The sub-drain shall be sloped working from the low end of the side by the concrete catch basin and sloping upwards towards the play area.
- (c) Contractor is to protect sub-drain from excessive weight during the duration of construction and to repair and make good any pipe collapsed prior to acceptance.
- (d) Fittings for the drain will be installed in accordance with the manufacturer's recommendations and Specification.
- (e) Any damaged edge drain or outlet lateral will be replaced or repaired by splicing in an undamaged section of drain at the Contractor's expense. The repair must be in accordance with the manufacturer's specification and to the satisfaction of the Contract Administrator.

- (f) Outlet ends of drainage pipe shall have the geotextile fabric trimmed off flush with the drainage pipe to prevent vandals from pulling the pipe out of the ground.

E14.4 MEASUREMENT AND PAYMENT

- (a) No payment will be made the Multi-Flow subsurface drainage material as these items are incidental to E14.

E15. TIMBER CURB

E15.1 GENERAL DESCRIPTION

- E15.1.1 The Work of this section comprises the furnishing of all labour, equipment and materials required to complete the supply and installation of timber edging, base material, cap as shown on the Drawings and as hereinafter specified, including, but not necessarily confined to the following:
 - (a) Supply and install timber edging to contain the safety surfacing for the proposed play area;
 - (b) Supply and install timber edging to contain the parkway path crushed limestone;

E15.2 MATERIALS

- E15.2.1 Granular base material shall be supplied and installed in accordance with City of Winnipeg's Standard Construction Specification CW 3110-R10 and CW 3130-R1.
- E15.2.2 All play area edging timbers to conform to City of Winnipeg standards as per detail SCD-651A.
- E15.2.3 All timber edging adjacent to parkway paths to conform to City of Winnipeg standards as per SCD-651

E15.3 CONSTRUCTION METHODS

- E15.3.1 Installation shall be as per SCD-651 and SCD-651A.
- E15.3.2 Layout shall be shall be established by the Contractor on site as per the drawings provided. Contractor is to ensure that layout is established in such a way as to ensure that minimum safety zones for the proposed play equipment in accordance with on the most recent CSA safety zone requirements, can be established wholly within the curbing as laid out on site.
 - (a) Layout shall include the placement of one 1.8m wide accessible entry point.
 - (b) Location of the accessible entry point shall be confirmed on site by the Contract Administrator prior to installation.
- E15.3.3 Timber edging shall not be installed until after all rough grading in complete and both the rough grading and the layout and has been reviewed and approved as consistent with the general intent of the design drawings by the Contract Administrator.
- E15.3.4 Granular base shall be installed as per City of Winnipeg detail SCD-651A compacted to 95% Standard Proctor Density.
- E15.3.5 Turf shall be repaired around edging in accordance with CW 3510.

E15.4 MEASUREMENT AND PAYMENT

- E15.4.1 Timber curb and base material shall be measured and payment made on the contract unit price per linear metre for "Supply and install timber edging". The area to be paid for shall be the total number of linear metres placed in accordance with this Specification and the Construction Drawings, as determined by the Contract Administrator.

E16. PARKWAY PATH CRUSHED LIMESTONE

E16.1 GENERAL DESCRIPTION

E16.1.1 The Work of this section comprises the furnishing of all labour, equipment and materials required to complete the supply and installation of parkway path crushed limestone as shown on the Drawings and as per SCD-646 and as hereinafter specified, including, but not necessarily confined to the excavation and removal of existing topsoil and sod, placement of base materials and limestone surface material.

E16.2 EXCAVATION

E16.2.1 DESCRIPTION

- (a) This specification shall be done in accordance the City of Winnipeg's Standard Construction Specification CW 3110– “Sub-Grade, Sub-Base and Base Course Construction” and as per SCD-646.
- (b) Excavation shall be understood to include all removal of existing in-situ material necessary to achieve finished grade and as indicated on Drawings, all in accordance with E21.

E16.2.2 CONSTRUCTION METHODS

- (a) Excavation shall be performed as outlined in CW 3310 – Item 3.2 `Excavation`.
- (b) If any pavement exists at the limits of the designated area of removal, these shall be saw cut for the full depth of the pavement prior to the demolition and removal operations. All costs in connection with saw cutting are incidental and shall be included in the unit price bid for excavation.
- (c) All excavated material shall be removed, hauled, and legally disposed of off-site to the satisfaction of the Contract Administrator.

E16.3 SUB-BASE COMPACTION

E16.3.1 DESCRIPTION

- (a) This specification shall be done in accordance the City of Winnipeg's Standard Construction Specification CW 3110– “Sub-Grade, Sub-Base and Base Course Construction” and as per SCD-646.

E16.3.2 CONSTRUCTION METHODS

- (a) Sub-grade compaction shall be performed as outlined in CW 3110 item 3.3 “Preparation of Sub-Grade and Placement of Sub-Base Material”.
- (b) Sub-grade shall be free of any fibrous organics, softened and disturbed soil. The prepared sub-grade shall be proof rolled with a heavy sheep’s foot roller (min 25 passes) and inspected by the Contract Administrator to detect for any soft spots prior to the placement of overlying granular fills.

E16.4 GEOTEXTILE FABRIC

E16.4.1 DESCRIPTION

- (a) This specification shall be done in accordance the City of Winnipeg's Standard Construction Specification CW 3130 – “Supply and Installation of Geotextile Fabrics`.

E16.4.2 MATERIALS

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

E16.4.3 CONSTRUCTION METHODS

- (a) Separation Reinforcement geotextile fabric shall be installed as outlined in CW 3110 item 3.1 "Separation Reinforcement Geotextile Fabric".
- (b) All limestone sub-base material shall be placed and compacted as specified to a finished thickness as per City of Winnipeg Specifications.

E16.5 CRUSHED LIMESTONE BASE COURSE MATERIAL

E16.5.1 DESCRIPTION

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

E16.5.2 MATERIALS

- (a) Sub-Base: 150mm (6") of 50mm (2") down crushed limestone as per SCD-646.
- (b) Base: 50mm (2") of 20mm (3/4") down crushed limestone as per SCD-646.

E16.5.3 CONSTRUCTION METHODS

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

E16.6 CRUSHED LIMESTONE SURFACE MATERIAL

E16.6.1 DESCRIPTION

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

E16.6.2 MATERIALS

- (a) Surface material: 25mm (1") of 6mm (1/4") down crushed limestone as per SCD-646.

E16.6.3 CONSTRUCTION METHODS

- (a) Crushed limestone surface material shall be supplied and installed as outlined in CW 3150 item 3.2 "Gravel Surfacing".
- (b) All limestone surface course material shall be placed and compacted as specified to finished thickness as per City of Winnipeg Specifications.

E16.7 MEASUREMENT AND PAYMENT

- E16.7.1 Limestone pathway and base material shall be measured and payment made on the contract unit price per square metre for "Supply and install park path crushed limestone". The area to be paid for shall be the total number of square metres placed in accordance with this Specification and the Construction Drawings, as determined by the Contract Administrator.

E17. SITE FURNITURE

E17.1 GENERAL DESCRIPTION

- E17.1.1 The Work of this section comprises the furnishing of all labour, equipment and materials required to complete the supply and installation of site furniture as shown on the Drawings and as hereinafter specified, including, but not necessarily confined to the following:
 - (a) Pick up and installation of waste receptacle;
 - (b) Pick up and installation of 'Tache' style benches;
 - (c) Pick up and installation of City of Winnipeg park sign

(d) Supply and installation of sand box with wood seat

E17.1.2 Store units in a protected location, immediately upon arrival on the Site.

E17.1.3 Remove from Site any units which have been damaged during transportation and replace.

E17.2 MATERIALS

Waste receptacle to be in-ground mounted, metal slat waste receptacle, galvanized finish with wire basket insert as per SCD-119 as supplied by:

City of Winnipeg
Email: pwd-cps-orderdesk@winnipeg.ca

E17.2.1 Park Bench to be in-ground mounted Tache Bench composite with galvanized finish arms as per City of Winnipeg detail SCD-121A as supplied by:

City of Winnipeg
Email: pwd-cps-orderdesk@winnipeg.ca

E17.2.2 Park sign to be **Double sided** Park Sign with address as per City of Winnipeg detail SCD-153. Park sign (model #52501103) to have the following name and address: "Tom Brown Park, 260 Varsity View Drive". Sign supplied by:

City of Winnipeg
Email: pwd-cps-orderdesk@winnipeg.ca

E17.2.3 Park sign to be **Double sided** Park Sign with address as per City of Winnipeg detail SCD-153. Park sign (model #52501103) to have the following name and address: "Edward Shindleman Park, 190 Park Place West". Sign supplied by:

City of Winnipeg
Email: pwd-cps-orderdesk@winnipeg.ca

E17.2.4 Accessible Picnic Table to be painted finish (cedar color), galvanized metal, in ground mounting via Duck-Bill anchor, as per SCD-122A as supplied by:

City of Winnipeg
Email: pwd-cps-orderdesk@winnipeg.ca

E17.2.5 Sandbox shall be as per SCD-247

E17.2.6 Sandboxes to be filled with minimum 2 cubic meters of 2mm clean play sand. Supply and installation of play sand shall be incidental to the cost of the sandbox

E17.3 CONSTRUCTION METHODS

E17.3.1 All Work is to be located and installed in accordance with the drawings, and associated SCDs 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;

E17.3.2 All furnishings and fixtures to be installed plumb and true to correct elevations and location, as directed by the Contract Administrator. The Contractor shall confirm proposed locations of all site furnishings with Contract Administrator prior to installation;

- E17.3.3 All furnishings and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering is prohibited.
- E17.3.4 Install Tache park bench as per City of Winnipeg detail SCD-121A.
- E17.3.5 Install waste receptacle as per City of Winnipeg detail SCD-119.
- E17.3.6 Install park sign with address as per City of Winnipeg detail SCD-153.
- E17.3.7 Install accessible picnic table as per City of Winnipeg detail SCD-122
- E17.3.8 Install sand box with wood seat as per City of Winnipeg detail SCD-247

E17.4 MEASUREMENT AND PAYMENT

- E17.4.1 Waste receptacles shall be measured and paid on a per unit basis for "Pick up and install waste receptacle". The number to be paid shall be the total number of units installed in accordance with the Drawings and Specifications and as measured and accepted by the Contract Administrator.
- E17.4.2 Park benches shall be measured and paid on a per unit basis for "Pick up and install 'Tache' bench". The number to be paid shall be the total number of units installed in accordance with the Drawings and Specifications and as measured and accepted by the Contract Administrator.
- E17.4.3 Park identification signage shall be measured and paid on a per unit basis for "Pick up and install City of Winnipeg Park Sign". The number to be paid shall be the total number of units installed in accordance with the Drawings and Specifications and as measured and accepted by the Contract Administrator.
- E17.4.4 Accessible Picnic table shall be measured and paid on a per unit basis for "Pick up and install accessible picnic table". The number to be paid shall be the total number of units installed in accordance with the Drawings and Specifications and as measured and accepted by the Contract Administrator.
- E17.4.5 Sand box with wood seat shall be measured and paid on a per unit basis for "Supply and install 3m x 3m sand box with wood seat". The number to be paid shall be the total number of units installed in accordance with the Drawings and Specifications and as measured and accepted by the Contract Administrator.

E18. TOPSOIL AND FINISH GRADING

E18.1 GENERAL DESCRIPTION

- E18.1.1 The work of this section comprises the furnishing of all labour, equipment and materials incidental and required to complete the supply and installation topsoil and finished grading as indicated on the Drawings and as specified herein.

E18.2 MATERIALS

- E18.2.1 All topsoil and finish materials shall comply with City of Winnipeg Specification 3540–R5, Section 5.2.

E18.3 CONSTRUCTION METHODS

- E18.3.1 All work to conform to City of Winnipeg Specification 3540-R5.

E18.4 MEASUREMENT AND PAYMENT

- E18.4.1 There shall be no separate measurement for the Work associated with this Specification.
- E18.4.2 Payment for Work specified under this Specification is to be included with the price for Sodding.

E19. SODDING

E19.1 GENERAL DESCRIPTION

E19.1.1 The work of this section comprises the furnishing of all labour, equipment and materials incidental and required to complete the supply and installation topsoil and finished grading as indicated on the Drawings and as specified herein.

E19.2 MATERIALS

E19.2.1 All sod material shall comply with City of Winnipeg Specification 3510, Section 5.3.

E19.3 CONSTRUCTION METHODS

E19.3.1 All work to conform to City of Winnipeg Specification 3510.

E19.4 MEASUREMENT AND PAYMENT

E19.4.1 Method of Measurement shall be as follows:

- (a) Sod will be measured on a square metre basis for:
 - (i) "Supply and install Topsoil and Sod" on Form B: Prices.
- (b) The bidder must indicate for Item #2.10 on Form B: Prices the required quantity of units, dependent on the submission.

E19.4.2 Method of Payment shall be as follows:

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

E20. MAINTENANCE KITS

E20.1 All play equipment shall include the supply of maintenance kits. Maintenance kits shall include maintenance manuals, complete manufacturer's parts lists, touch-up paint, PVC repair paint, 10% extra of each bolt, washer and any other hardware utilized on the play equipment, and all special tools necessary for assembly and maintenance.

E20.2 There shall be no payment for the maintenance kits.

E21. SITE RESTORATION

E21.1 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all tools, equipment, waste, debris and surplus foundation earth to the satisfaction of the Contract Administrator. Unless otherwise specified, and as a condition of Total Performance the Contractor shall restore all areas of the Site beyond the established limit of Work, which have been disturbed by the Contractor's operations to as good as or better than the original condition to the satisfaction of the Contract Administrator.

E21.2 MEASUREMENT AND PAYMENT

E21.2.1 Site restoration shall be measured and payment made on the contract unit price per unit for "Ground repair and remediation from construction access". The area to be paid for shall be a lump sum amount and placed in accordance with this Specification and the Construction Drawings, as determined by the Contract Administrator.