



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 900-2023

MAPLES COMMUNITY CENTRE PLAYGROUND

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 MAPLES COMMUNITY CENTRE PLAYGROUND

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, February 5, 2024.

B2.2 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 shall not be entitled to rely on any information or interpretation received at the Site Meeting unless that information or interpretation is the Proponent's direct observation, or is provided by the Contract Administrator in writing.

B3.3 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) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work;
- (f) all other matters which could in any way affect their Proposal or the performance of the Work.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

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 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.

B4.4 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.

B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

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.

B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

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 Request for Proposal 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 MERX website at www.merx.com.

B6.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX 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 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The Proponent shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their 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 they wish 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 their 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 B22.
- 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: Bid/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;
 - (c) Project Work Plan in accordance with B13.

- B8.3 Further to B8.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.5 Proposal format, including 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 proposed solution.
- B8.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B8.6.1 Proposals will **only** be accepted electronically through MERX.
- B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B8.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B9. PROPOSAL (SECTION A)

- B9.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, their 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 their 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: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their 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 their 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 their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered 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.

(a) The Proponent shall state a separate price in Canadian funds for each of the following items of Work on Form B Prices:

- (i) Separate Price to be deducted from Total Bid Price- Item No. 1 shall be the amount to be deducted from the Total Bid Price if "Supply and install Cool Toppers Single Post Shade Structure" is deleted in accordance with B22.6(b).

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, including if the price bid is subject to the colours of the proposed design and play equipment, such as plan, perspective, manufacturer's footing specifications 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.

B11.2 Drawings should include at a minimum:

- (a) Site context drawings including location and configuration of the playground and playground features in association with the site works as represented in the preliminary concepts provided, indication of site services, and any modifications, relocations and connections that are required or will be considered beneficial.
- (b) Perspective sketches, sections, details and other submissions sufficient to illustrate the nature and overall quality of the design and addressing the following:
 - (i) The overall quality of the design including integration with the surrounding park and amenities;
 - (ii) Concept and functionality of the design and its aesthetic appeal;
 - (iii) Quality, durability and warranty of materials;
 - (iv) Universal design / Inclusive design;
 - (v) How the design will work within the constraints of the existing conditions;
 - (vi) Overall play experience including quantity and quality of playground features.

B12. COMPONENT DESCRIPTIONS

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

B13. PROJECT WORK PLAN

- B13.1 The understanding and approach to the delivery of the Project and the tasks to complete the project on time and in budget are critical. The Proposal at this stage should demonstrate the rationale of the design, which at a minimum includes:
- (a) Provide an understanding of the functional and technical issues and considerations, on the project requirements and budget.
 - (b) An organization chart identifying the major team members and showing the relationship, roles and responsibilities of the major team members who will perform the Work.
 - (c) Provide a detailed methodology for each stage of the Project. Specifics are to include a detailed description of tasks, task assignments, and responsibilities.
 - (d) Provide a proposed project work plan including a Gantt chart, identification of major stages of the work, critical dates and project milestones. Work plan is to pay specific attention to the delivery of the project by August 2024.
 - (e) Provide a methodology for delivering the Project including
 - (i) schedule (project to be built in Spring 2024);
 - (ii) quality assurance;
 - (iii) budget control and assurance;
 - (iv) risk management.

B14. DISCLOSURE

- B14.1 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.
- B14.2 The Persons are:
- (a) Playgrounds R Us for preliminary budget pricing and playground design features;
 - (b) J&D Penner for preliminary budget pricing;
 - (c) Park Works for preliminary budget pricing and playground design features.

B15. CONFLICT OF INTEREST AND GOOD FAITH

- B15.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B15.2 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 their 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.

B15.3 In connection with their Proposal, each entity identified in B15.2 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 Contract Administrator; 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.

B15.4 Without limiting B15.3, the City may, in their 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 their 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 their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B15.5 Without limiting B15.3, 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 their sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their 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 their 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 B15.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of their 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.

B15.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B16. QUALIFICATION

B16.1 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.

B16.2 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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>.
- B16.3 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;
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
 - (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;
 - (e) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B16.5 and D7).
 - (f) All Engineers are to be licensed to practice in the province of Manitoba.
- B16.4 Further to B16.3(c), should the Total Bid Price exceed \$100,000.00, 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™) in the form of:
 - (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/>).
- B16.5 Further to B16.3(e), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B16.6 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.
- B16.7 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.
- B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**
- B17.1 Proposals will not be opened publicly.

- B17.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B17.3 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).
- B17.3.1 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.
- B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

B18. IRREVOCABLE OFFER

- B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B18.2 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 the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B19. WITHDRAWAL OF OFFERS

- B19.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B20. INTERVIEWS

- B20.1 The Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B21. NEGOTIATIONS

- B21.1 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.
- B21.2 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.
- B21.3 If, in the course of negotiations pursuant to B21.2, 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.

B22. EVALUATION OF PROPOSALS

- B22.1 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 B16: (pass/fail)

- (c) Total Bid Price; 10%
 - (d) Design Drawings/Component Descriptions 80%
 - (e) Project Work Plan 10%
- B22.2 Further to B22.1(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.
- B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that it is qualified.
- B22.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B22.5 Further to B22.1(c) the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D2.3.
- B22.6 Further to B22.1(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 adjusted, if necessary, as follows:
- (a) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder is within the budgetary provision for the Work, no adjustment will be made to the Total Bid Price; or
 - (b) if the lowest evaluated responsive Proposal submitted by a responsible and qualified Proponent exceeds the budgetary provision for the Work, the Total Bid Prices of all responsive Proposals submitted by responsible and qualified Proponents will be adjusted by progressively deducting Item No. 1 from 'Separate Prices to be deducted from Total Bid Price', until a Total Bid Price within the budgetary provision is achieved.
- B22.6.1 Further to B22.1(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.
- B22.7 Further to B22.1(c), the Award Authority may reject a Bid as being non-responsive if it exceeds the budget as shown in D2.3.
- B22.7.1 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.
- B22.8 Further to B22.1(d) Design Drawings/Component Descriptions shall be evaluated with a weighting of 80 points out of a total of 100 possible points as per B11 and B12.
- B22.8.1 The Design shall be evaluated on the following criteria:
- (a) compliance with CSA Standards (pass/fail);
 - (b) play value (maximum 34 points):
 - (i) 6 points – Gross Motor Play Experience(s) (Climbing, balancing, etc.);
 - (ii) 5 points – Motion Component(s);
 - (iii) 7 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 and 2-5 year old;
 - (vi) 5 points - Variety of play Components.

- (c) Designed for inclusive play using Universal Design principles – Accessible Play Area only (maximum 15 points):
 - (i) Complies with section 2.3.5 of the 2015 City of Winnipeg Accessibility Design Standard (https://winnipeg.ca/ppd/Documents/Planning/UniversalDesign/Access_Design_Standards.pdf) (pass/fail);
 - (ii) 5 points – Provision of tactile and auditory play experiences;
 - (iii) 7 points – Layout of the play area for integration of wheelchair accessible components to promote inclusive play;
 - (iv) 3 points – Layout of the play area for persons with visual impairment.
 - (d) Layout/circulation (maximum 18 points):
 - (i) 4 points – Flow and relationship between play area activities;
 - (ii) 4 points - Layout/orientation of components on Site and in relation to seating areas;
 - (iii) 4 points - Orientation to provide good visibility to play area from adjacent road
 - (iv) 4 points – Efficient use of space within and between elements;
 - (v) 2 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.
- B22.9 Further to B22.1(e) Project Work Plan will be evaluated with a weighting of 10 points out of a possible 100 points and in accordance with B13.
- (a) Consideration of functional and technical issues. (3 points)
 - (b) Organizational chart. (1 points)
 - (c) Clarity and appropriateness of Project delivery schedule (work plan). (2 points)
 - (d) Consideration of project delivery methodology. (1 points)
 - (e) History of previous projects, product or installation issues within the last five (5) years, where issues are known. (3 points)
- B22.10 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B23. AWARD OF CONTRACT**
- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 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 qualified, and the Proposals are determined to be responsive.
- B23.2.1 Without limiting the generality of B23.2, 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 their 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.

B23.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

B23.3.1 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.

B23.4 The City may, at their discretion, award the Contract in phases.

B23.4.1 Further to B23.4 the City reserves the right to negotiate and award future phases to the successful Proponent.

B23.5 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents

B23.5.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.

B23.6 Following the award of contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.

B23.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent 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 2020-01-31) 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 removals, excavation and grading, playground equipment and swings, wood fibre safety surfacing, poured in place rubber surfacing, asphalt pathways, crushed limestone pathway, playground concrete curb, reinforced concrete retaining wall, site furnishings and site landscaping.

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

- (a) Removals;
- (b) Design and supply and install of playground equipment and swings;
- (c) Supply and install of Engineered Wood Fibre (EWF) safety surfacing;
- (d) Supply and install of subsurface drainage;
- (e) Supply and install poured in place rubber surfacing;
- (f) Supply and install asphalt pathways;
- (g) Supply and install crushed limestone pathway;
- (h) Supply and install playground concrete curb;
- (i) Supply and install reinforced concrete retaining wall;
- (j) Supply and install of site landscaping;
- (k) Supply and install of site furniture.

D2.3 The funds available for this Contract are \$475,000.00

D3. SITE INVESTIGATION DUE DILIGENCE AND RISK

D3.1 Notwithstanding C3.1, the Contractor acknowledges that the site investigation reports and other site information included in this Tender have been provided to it and may be relied upon by the Contractor to the extent that the Contractor uses Good Industry Practice in interpreting such report(s) and site information and carries out the Work in accordance with Good Industry Practice based upon such report(s) and the information contained in them and such other site information. In the event that a site condition related to:

- (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 Site conditions, including but not limited to subsurface hazardous materials or other concealed physical conditions;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect the performance of the Work;

that could not have been “properly inferable”, “readily apparent” and readily discoverable” using Good Industry Practice by the Contractor, results in additional Work which is a direct result of this newly discovered site condition, such additional Work will be considered by the City under Changes in Work.

D4. DEFINITIONS

D4.1 When used in this Request for Proposal:

- (a) **Supply Chain Disruption**” means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;
- (b) **“CW”** means current City of Winnipeg Standard Construction Specification;
- (c) **“SD”** means current City of Winnipeg Standard Construction Detail;
- (d) **“SCD”** means current City of Winnipeg Parks Planning Standard Construction Detail Drawings.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is McGowan Russell Group, represented by:

Melissa Neirinck
Landscape Architect
Telephone No. 204 956-0396
Email address: mneirinck@mcgowanrussell.com

D5.2 Before commencement of Work, Ms. Neirinck will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. CONTRACTOR'S SUPERVISOR

D6.1 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 their employ.

D6.2 Before commencement of Work, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6.2.1 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.

D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D7.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation (“CSSR”) to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D7.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg’s behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

- D7.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

D8. UNFAIR LABOUR PRACTICES

- D8.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D8.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D8.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C18.
- D8.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D8.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.
- D8.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D8.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 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.

D10. SAFE WORK PLAN

D10.1 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.

D10.2 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>.

D10.3 Notwithstanding B16.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D11. INSURANCE

D11.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg, Manitoba its Ministers, officers, employees and agents to be added as-additional insureds; such liability policy to also contain a cross-liability clause, contractual liability clause, sudden and accidental pollution liability in the minimum amount of \$1,000,000, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work and for 24 months following Total Performance.
- (b) 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 \$5,000,000 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.

D11.2 The Contractor shall ensure that any consultants working on the project provide the following evidence of insurance:

- (a) Professional Liability insurance in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Professional liability insurance to remain on file for twelve (12) months following Total Performance of the project.

D11.3 Deductibles shall be borne by the Contractor.

D11.4 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

D11.5 The Contractor shall ensure that any subcontractors hired in connection with the project provide comparable evidence of insurance as outlined in D11.1 (a) and (b) above and be registered with Workers Compensation Board of Manitoba and maintain insurance and workers compensation

coverage throughout the performance of the Work. Evidence of such shall be provided upon request.

D11.6 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, referencing the Request for Proposal 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 Documents, as applicable.

D11.7 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.

D12. CONTRACT SECURITY

D12.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract 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; and
- (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price; or
- (c) 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 H3: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (d) 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.

D12.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:

- (a) the version submitted by the Contractor must have valid digital signatures and seals;
- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D12.1.1(b).

D12.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in their discretion, exercised reasonably, allows.

D12.1.3 Digital bonds passing the verification process will be treated as original and authentic.

- D12.1.4 Where the contract 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 contract security.
- D12.2 The Contractor shall provide the Contract Administrator identified in D5 with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order or an award letter and 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 Documents, if applicable.
- D12.3 Where the contract security is provided in accordance with D12.1(a) and D12.1(b), the Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:
- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D12.1(b); and
 - (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

D13. SUBCONTRACTOR LIST

- D13.1 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 Documents, as applicable.

D14. DETAILED WORK SCHEDULE

- D14.1 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.
- D14.2 Detailed Work Schedule shall consist of the following dates:
- (a) Start date;
 - (b) Removals;
 - (c) Layout of proposed elements;
 - (d) Excavation for play area and pathways;
 - (e) Rough Grading;
 - (f) Installation of sub-surface drainage;
 - (g) Installation of play edging;
 - (h) Installation of asphalt pathways;
 - (i) Installation of crushed limestone pathway;
 - (j) Installation of play equipment;
 - (k) Installation of safety surfacing (engineered wood fibre);
 - (l) Installation of safety surfacing (poured in place rubber);
 - (m) Installation of path and seating areas;
 - (n) Installation of site furniture;
 - (o) Installation of deciduous trees;
 - (p) Installation of soil and sod; and
 - (q) Expected completion.
- D14.3 Other milestone dates appropriate to this project should also be included to make the Contract Administrator aware of them.

D15. REQUIREMENTS FOR SITE ACCESSIBILITY PLAN

- D15.1 The Contractor shall provide the Contract Administrator with an Accessibility 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 Documents, if applicable.
- D15.2 Contractor to ensure accessibility to spray pad and existing shade shelter throughout the summer. Notice to be provided when Work to be done under shade structure and thus when access will not be available.
- (a) Shade structure is used every day.
 - (b) Spray pad will be open from May 25th until September 3rd (season may be extended depending on weather).
- D15.3 Deficiencies as a direct result of actions by the Contractor that are not immediately corrected and/or failure to produce records that demonstrate that the Site was maintained in compliance with the Accessibility Plan may result in a pay adjustment via the monthly Progress Payment. The rate of pay adjustment will be as per the following schedule:
- (a) First Offence – A warning will be issued and documented in the weekly or bi-weekly site meeting.
 - (b) Second Offence – A field instruction to immediately correct the Site will be issued by the Contract Administrator.
- D15.4 Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

SCHEDULE OF WORK

D16. COMMENCEMENT

- D16.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.
- D16.2 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 D9;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) the Safe Work Plan specified in D10;
 - (iv) evidence of the insurance specified in D11;
 - (v) the contract security specified in D12;
 - (vi) the Subcontractor list specified in D13;
 - (vii) the detailed work schedule specified in D14;
 - (viii) the Requirements for Site Accessibility Plan as specified in D15; and
 - (ix) the direct deposit application form specified in D31.
 - (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.
- D16.3 The Contractor shall commence the Work on the Site by May 27, 2024 (weather permitting).
- D16.4 The City intends to award this Contract by March 10, 2024.
- D16.4.1 If the actual date of award is later than the intended date, the dates specified for Commencement, Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D17. CRITICAL STAGES

- D17.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Order play equipment, shade structures and bike racks seven (7) days after award.
 - (b) Construction commencement on Site by May 27, 2024.
 - (c) Asphalt Pathways to be completed after seasonal closure of spray pad (anticipated closure is September 3, 2024)

D18. SUBSTANTIAL PERFORMANCE

- D18.1 The Contractor shall achieve Substantial Performance by August 20, 2024.
- D18.2 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.
- D18.3 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.

D19. TOTAL PERFORMANCE

- D19.1 The Contractor shall achieve Total Performance by September 16, 2024 or within 14 days if seasonal inclement weather does not allow permanent restorations to commence immediately after Substantial Performance, whichever comes first. The Contract Administrator will advise the Contractor when seasonal conditions will allow permanent restorations to begin. The Contractor will start final restorations no later than 14 (fourteen) Calendar Days after formal notification by the Contract Administrator.
- D19.2 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.
- D19.3 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.

D20. LIQUIDATED DAMAGES

- D20.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City Five hundred dollars (\$500.00) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- D20.2 The amount specified for liquidated damages in D20.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D20.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D21. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D21.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the in close consultation with the Contract Administrator.
- D21.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D21.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D21.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D21.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D21.5 The Work schedule, including the durations identified in D17 to D19 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.
- D21.6 Where Work not previously identified is being carried over solely as a result of delays related to Supply Chain Disruption, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to Supply Chain Disruption, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.
- D21.7 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D22. SCHEDULED MAINTENANCE

- D22.1 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 3510;
 - (b) Tree maintenance as specified in E27.
- D22.2 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

D23. JOB MEETINGS

- D23.1 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.

D23.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

D24. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D24.1 Further to C6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D25. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D25.1 Further to B16.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require updated proof of compliance, as set out in B16.4.

D26. PLANT AND MATERIALS

D26.1 Plant and Material that is the property of the City shall not be removed from the Site, disposed of or used except for the purposes of the Work without the prior consent of the Contract Administrator.

D27. SAFETY

D27.1 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.

D27.2 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.

D27.3 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 their 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.

D28. SITE CLEANING

D28.1 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.

D28.1.1 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.

D28.1.2 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.

D29. INSPECTION

D29.1 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.

D29.2 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.

D30. DEFICIENCIES

D30.1 Further to C11, the Contract Administrator may order the Contractor to alter or improve their methods, to increase or improve their 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.

D30.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C19.7, 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.

D30.3 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.

D30.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D30.2, 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

D31. PAYMENT

D31.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D32. PAYMENT SCHEDULE

D32.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D33. WARRANTY

D33.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D33.1.1 For the purpose of contract security, the warranty period shall be one (1) year.

D33.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D33.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

DISPUTE RESOLUTION

D34. DISPUTE RESOLUTION

D34.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D34.

D34.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D34.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.

D34.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.

- D34.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D34.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D34.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D34.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D34.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

INDEMNITY

D35. INDEMNITY

- D35.1 Indemnity shall be as stated in C17.
- D35.2 Notwithstanding C17.1, the Contractor shall save harmless and indemnify the City in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the Contractor, their Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
- (a) accidental injury to or death of any person whether retained by or in the employ of the contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
 - (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
 - (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
 - (d) any claim for lien or trust claim served upon the City pursuant to The Builders' Liens Act;
 - (e) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;
 - (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
 - (g) inaccuracies in any information provided to the City by the Contractor.
- D35.3 Further to C17, The City shall save harmless and indemnify the Contractor in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the City, their employees or agents in the performance of its obligation under the Contract.

THIRD PARTY AGREEMENTS

D36. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D36.1 Funding for the Work of the Contract is being provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada and accordingly, as required by the applicable funding agreements, the following terms and conditions shall apply.

D36.2 For the purposes of D36:

- (a) **“Government of Canada”** includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) **“Government of Manitoba”** includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D36.3 Indemnification By Contractor

D36.3.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada’s or the Government of Manitoba’s Ministers, officers, servants, employees, or agents, as the case may be.

D36.3.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
- (b) any damage to or loss or destruction of property of any person; or
- (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

D36.4 Records Retention and Audits

D36.4.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D36.4.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D36.4.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D36.5 Other Obligations

D36.5.1 The Contractor consents to the City providing a copy of the Contract to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D36.5.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D36.5.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D36.5.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

FORM H1: PERFORMANCE BOND
(See D12)

KNOW EVERYONE 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 their 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. 900-2023

MAPLES COMMUNITY CENTRE PLAYGROUND

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: LABOUR AND MATERIAL PAYMENT BOND
(See D12)

KNOW EVERYONE BY THESE PRESENTS THAT

his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Principal"), and

his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), for the use and benefit of claimants as hereinbelow defined, in the amount of

_____ dollars (\$_____)

of lawful money of Canada, for the payment whereof we, the Principal and the Surety jointly and severally bind ourselves firmly by these presents.

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

RFP NO. 900-2023

MAPLES COMMUNITY CENTRE PLAYGROUND

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 promptly make payment to all claimants as hereinafter defined, for all labour, service and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject, however, to the following conditions:

- (a) A claimant is defined as one having a direct contract with the Principal for labour, service and material, or any of them, used or reasonably required for use in the performance of the contract, labour, service and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment (but excluding rent of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract;
- (b) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work, labour or service was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon;
- (c) No suit or action shall be commenced hereunder by any claimant
 - (i) unless claimant shall have given written notice to the Principal and the Surety above-named, within one hundred and twenty (120) days after such claimant did or performed the last of the work, labour or service, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work, labour or service was done or performed. Such notice shall be served by mailing the same by registered mail to the Principal, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the Province of Manitoba;

- (ii) after the expiration of one (1) year following the date on which Principal ceased work on said Contract; including work performed under the guarantees provided in the Contract;
 - (iii) other than in a court of competent jurisdiction in the Province of Manitoba.
- (d) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.
- (e) The Surety shall not be liable for a greater sum than the specified penalty of this bond.

The Principal and Surety hereby agree that The Guarantors' Liability Act (Manitoba) shall apply to this Bond.

IN TESTIMONY WHEREOF, the Principal has hereunto set its hand affixed its seal, and the Surety has caused these presents to be sealed and with its corporate seal duly attested by the authorized signature of its signing authority this

_____ 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 H3: IRREVOCABLE STANDBY LETTER OF CREDIT
(CONTRACT SECURITY)
(See D12)**

(Date)

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

RE: CONTRACT SECURITY – RFP NO. 900-2023

MAPLES COMMUNITY CENTRE PLAYGROUND

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.

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.

Except where they may conflict with the terms and conditions contained in this Letter of Credit, the International Standby Practices 1998 shall apply to this Letter of Credit. This Letter of Credit shall also be governed by and construed in accordance with the laws of the Province of Manitoba and of Canada as applicable therein, except to the extent that such laws are inconsistent with the International Standby Practices 1998. This Letter of Credit is subject to the exclusive jurisdiction of the courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

(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 Request for Proposal shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.4 The following are applicable to the Work:

Drawing No.	Drawing Name/Title
L-0.0	Removals
L-1.0	Layout and Planting Plan
L-1.1	Dimensioning Plan
L-2.0	Landscape Grading Plan
L-3.0	Details
S1.1	General Notes and Retaining Wall Section
SCD-119	Waste Receptacle Side Opening Metal SlatType
SCD-121A	Tache Bench Composite with Arms
SCD-122A	Tache Style Wheelchair Metal Frame Picnic Table
SCD-643	Concrete Playsurface Edging Detail
SCD-645	Simple Park Path Crushed Limestone
SCD-646	Park Pathway Crushed Limestone
SCD-648	Park Pathway Asphalt

E2. EXISTING SERVICES AND UTILITIES

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

E3. ACCESS TO SITE

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

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

- E4.1 Further to C6.13, the Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of same before proceeding with the Work, and pay any cost attached to the inspection of such plans.
- E4.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.
- E4.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.
- E4.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.
- E4.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.
- E4.6 The Contractor and Sub-contractors must be fully aware of all Work involving hazardous materials. All Work must be performed in compliance with the Manitoba Department of Labour Workplace Health and Safety Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification to the Contract Administrator of their encountering of suspected hazardous material during their course of Work.

E5. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY

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

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

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

E6. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT

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

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

E7. PROTECTION OF THE SURVEY INFRASTRUCTURE

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

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

E7.3 Where a survey post, bar or control monument lies in the line of the proposed Work and must be disturbed, the Contractor shall provide the Contract Administrator with 48 hours' notice to permit referencing for future replacement, at no cost to the Contractor. Failure to provide the specified notice shall result in the Contractor paying for all costs associated with replacing or relocating the disturbed outline survey monuments and geodetic control monuments. Survey monuments and geodetic control monuments at or adjacent to the Site, not in the line of the proposed construction that are damaged or disturbed by the Contractor shall be replaced or relocated by the City or their agent and all associated costs shall be paid for by the Contractor.

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

E8. SITE ENCLOSURES

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

(a) Snow fence will not be accepted.

E8.2 Contractor to securely lock construction fencing at the end of each Working Day.

E8.3 Contractor shall install a minimum of one (1) construction safety sign per enclosure

E8.4 Site enclosures shall be considered incidental to the Contract Work.

SITE DEVELOPMENT

E9. LAYOUT OF WORKS

- E9.1 The Contractor shall be responsible for setting control and completing all grading, underground services, utilities and other work executed under this Contract to all lines, elevations, reference points and measurements based on plans, specifications, basic control points and benchmark(s) supplied by Contract Administrator.
- E9.2 The Contractor shall employ competent person(s) to lay out Work.
- E9.3 If requested, the Contract Administrator will provide the Contractor with the basic layout plan in AutoCAD dwg format. The Contract Administrator will not provide any survey points, survey data, contours, or DTMs (Digital Terrain Models).
- E9.4 Supply Contract Administrator all Survey data utilized upon request of Contract Administrator.
- E9.5 The Contractor will mark, to the extent he determines to be necessary, the location, alignment and elevation of the Work by means of stakes or marks, for review and approval by the Contract Administrator. The Contractor shall make the completed Works conform to the lines and marks thus approved and indicated.
- E9.6 The Contractor shall notify the Contract Administrator immediately of the disturbance of any such stakes or marks. The cost of correcting any errors arising out of neglect of the Contractor to so notify the Contract Administrator shall be borne entirely by the Contractor, as well as the cost of replacing any disturbed stakes or marks.
- E9.7 Before commencing Work, the Contractor shall satisfy him/herself as to the meaning and correctness of all stakes and marks and no claims shall be entertained by the City on account of any alleged inaccuracies. If any error is suspected in the Drawings, Specifications or the directions of the Contract Administrator, Work shall be discontinued until the errors are rectified, but no claims shall be made on account of any delay occasioned thereby.
- E9.8 The Contractor shall determine and provide all dimensions and elevations measured from the stakes or marks.
- E9.9 The Contract Administrator shall be advised of the staking of the work layout at least twenty-four (24) hours in advance in order that the layout may be inspected and adjusted as required prior to construction. The cost of correcting any errors arising out of neglect of the Contractor to so notify the Contract Administrator shall be borne entirely by the Contractor.
- E9.10 The Contract Administrator shall only review the stakes and marks for general conformance to the proposed design. The Contractor shall not rely on this review as authoritative or comprehensive review of the staking and shall remain responsible for conformance to the design intent and drawings following this review.
- E9.11 There shall be no separate payment for the layout of the works or the provision of stakes or marks, these items being considered incidental to the items of work being laid out.

E10. PRODUCT APPROVALS

- E10.1 The Contractor shall, following award, prepare a complete list of all materials with product data sheets to be used on the project and submit the list to the Contract Administrator.
- E10.2 The Contractor shall only use material which has been approved by the City of Winnipeg.
- E10.3 All workmanship and materials furnished and supplied under this Specification are subject to close and systematic inspection and testing by the Contract Administrator. The Contract

Administrator reserves the right to reject any materials or Works which are not in accordance with the requirements of the Specifications.

- E10.4 The Contractor shall be wholly responsible for the specification, supply, safe storage, and handling of all materials, and the control of all operations incidental thereto notwithstanding any inspection or approval that may have been previously given.

E11. EXCAVATION, REMOVALS, SUBGRADE COMPACTION AND ROUGH GRADING

- E11.1 This specification is supplemental to CW 3110 and CW 3170. The Work of this section comprises the furnishing of all labour, equipment and materials required to complete the excavation fill, grading and related Work including, but not necessarily confined to, the following:
- (a) Excavation, removals, disposal, subgrade compaction and rough grading of the existing Site for the construction of asphalt pathways, limestone pathways, playground and sodded areas to the design requirements noted on the Drawings, approved on Site by the Contract Administrator, less the appropriate surface finish allowance.
 - (b) Stockpile suitable, approved material on Site for reuse (clean topsoil, clean earth fill). Remove and dispose of unsuitable material.
 - (c) Earthwork and Grading of the existing Site (cut and fill including supply, placement and compaction of subgrade and fill material) to ensure positive drainage in all paved areas, and swales and adjacent sodded/seeded areas.
 - (d) Excavation, removals, and disposal of unsuitable subgrade and replacement with compacted granular base material for all paved areas.

Materials

- E11.2 All fill materials shall conform to CW 3170.

Construction Methods

- E11.3 The Contractor shall remove and dispose of all surfaces, play equipment and footings within the area of Work as required to construct all new Site Work.
- (a) The City CPS (Centralized Park Services) will identify and salvage existing play equipment pieces to remove themselves during the project start up meeting. The Contractor will remove any remaining playground equipment and footings left in the area of Work.
- E11.4 The Contractor shall remove and dispose of trees including root mass shown on the Drawings.
- E11.5 The Contractor shall construct the Site within the limits indicated to the design elevations and gradients noted on the Issued for Construction Drawings, less the appropriate surface treatment depths specified and shall excavate, remove and dispose of all unsuitable materials of whatever nature encountered.
- E11.6 The Contractor shall construct all sub-grades in accordance with Specification CW 3110. Excavation will be performed as per Item 3.2 of CW 3110. The Contractor shall remove existing pavement in accordance with 3.1 of CW 3110. Unsuitable Excavated material shall be disposed of as per Item 3.2 of CW 3110. All surplus material will be disposed of in accordance with Item 3.2 of CW 3110.
- E11.7 The Contractor shall restrict his activities strictly to within the limits of the Work, unless receiving prior written approval from the Contract Administrator. The Contractor shall take all precautions to prevent damage to traffic structures, electrical poles, existing trees, sidewalks. Site services and adjacent property and he shall be liable for any damages occurring in the performance of this Work.
- E11.8 The Contractor shall examine the Site and make themselves familiar with the existing conditions and the nature of the Work to be done.

- E11.9 The Contractor shall prevent damage to surface or underground utility lines which are to remain and make good any damage.
- E11.10 The Contractor shall excavate to the design grades shown less the appropriate allowance for surface treatment and shall excavate, remove and dispose of all unsuitable materials of whatever nature encountered.
- E11.11 Excavated or graded materials to be approved before use as fill for grading Work. Protect such approved material from contamination. Stockpile in approved locations on Site. Protection and stockpiling are incidental to unit prices bid for excavation, removals and rough grading.
- E11.12 The Contractor shall excavate topsoil as per CW 3170 Section 9.2. Topsoil excavation is incidental to the unit prices bid for excavation, removal and rough grading.
- E11.13 The Contractor shall ensure that upon completion of the removal operations the Site is left in a neat condition free from debris, etc. for approval by the Contract Administrator prior to placing base courses and clean fill.
- E11.14 Except for drainage swales, berms indicated, the design gradient for all other areas shall be considered to be straight grade between the design elevations shown. Changes in grade at swales, berms, embankments and field shall be gently contoured as directed by the Contract Administrator to provide future ease of grass mowing operation.
- E11.15 The Contractor is advised that there may be useable topsoil, clay and gravel fill on Site. All suitable material will be reviewed and approved by the Contract Administrator and then re-used on Site. The re-use of this material on Site may reduce the quantity of imported topsoil, gravel and clean earth fill required. The Contractor shall re-use existing Site material prior to delivering new material to Site.
- E11.16 No direct payment will be made for placing and grading of existing fill as all costs for this Work shall be included in the lump sum bid for rough grading within the limit of the Work.
- E11.17 Compaction shall include the use of sheep's foot or other suitable compaction equipment as approved by the Contract Administrator to achieve a minimum compaction of 98% Standard Proctor Density below all paved areas, and 95% Standard Proctor Density in all other areas disturbed under this Contract.
- E11.18 The Contractor shall construct the compacted sub-grade surface to the following minimum depths below the grades shown on the Drawings for each area:
- (a) Asphalt Pathways 275mm
 - (b) Crushed Limestone Pathway 225mm
 - (c) Engineered Wood Fibre Safety Surfacing 300mm (plus required drainage layer)
(depth to be confirmed by playground manufacturer to meet fall requirements)
 - (d) Poured in place rubber Safety Surfacing 400mm
(depth to be confirmed by playground manufacturer to meet fall requirements)
 - (e) Sodded Areas 100mm
- E11.19 Following earth moving, rough grading and compaction, the Work areas shall be fine graded to provide a maximum deviation of 50mm in 10 metres from the design grade with no low areas to hold water. The finished surface of all disturbed areas shall be dragged and smoothed in such a manner that there are no loose soil particles greater than 50mm in maximum dimension.

Measurement and payment

- E11.20 Removals 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 for:

- (a) "Remove and dispose of existing sand surfacing" in accordance with the specifications and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator.
- (b) "Remove and reinstall benches under canopy shelter" in accordance with the specifications and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator.
- (c) "Remove and reinstall picnic tables under canopy shelter" in accordance with the specifications and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator.
- (d) "Remove and dispose of existing timber edging around playground" in accordance with the specifications and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator.
- (e) Asphalt and granular pathway removal costs shall be incidental to the supply and install of asphalt and granular pathway pricing.

E11.21 Removals will be paid for at the contract lump sum price for "Remove and legally dispose of existing play equipment" as specified herein.

E11.22 Rough Grading will be paid for at the contract unit price for "Rough Grading" as specified herein, which price shall be payment in full for performing all operations herein and all other items incidental to the Work included in this Specification.

E12. MATCHING EXISTING GRADES

E12.1 Wherever the proposed paving, or sod meets existing hard surface, 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.

E13. ASPHALT PATHWAY

Description

E13.1 Further to City of Winnipeg Specification CW 3410, CW 3119, CW3130 and SCD-648 this section covers the supply and installation of asphalt pathway.

- (a) "Supply and install North- South asphalt pathway"
- (b) "Supply and install East-West asphalt pathway"
- (c) "Supply and install asphalt pathway in playground seating area"

E13.2 Materials to be as per CW 3410.

E13.3 Compacted base to be as per SCD-648

E13.4 Asphalt to be Type 1a 75mm thick as per City of Winnipeg Construction Standards.

Measurement and Payment

E13.5 Supply and installation of asphalt pathway will be measured on an area basis. The surface area to be paid for shall be the total number of square metres supplied for "Supply and install North-South asphalt pathway", "Supply and install East-West asphalt pathway", "Supply and install asphalt pathway in playground seating area" in accordance with the specifications and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator.

E14. COMPACTED GRANULAR PAVEMENT

Description

E14.1 This Specification shall amend and supplement CW 3110 and SCD-646 and shall cover the supply and installation of compacted granular pavement.

E14.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

General Instructions

E14.3 Quality Control

(a) Testing and Approval of Materials

(i) Material testing may be required as per this Specification and as directed by the Contract Administrator.

E14.4 Submittals

(a) Samples

(i) Material samples may be required, at the discretion of the Contract Administrator, for materials supplied under this Specification.

E14.5 Excavation

E14.5.1 Description

(a) This Specification shall be done in accordance with E9, CW 3110, and SCD-646 as indicated on the Drawings.

(b) Excavation shall be understood to include all removal of existing insitu material necessary to achieve finished grade and as indicated on the Drawings and in accordance with E11.

(c) The Contractor shall survey and stake out the proposed granular pavement prior to the start of construction as shown on the construction drawings. Layout shall be checked and confirmed with Contract Administrator prior to construction.

E14.5.2 Construction Methods

(a) Excavation shall be performed as per E11 and as outlined in Section 3.2 of CW 3310.

(b) In locations where, existing trees root systems intersect with the pavement area, excavation shall be done carefully so as not to damage or sever any roots of the trees.

(c) 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.

(d) All excavated material shall be removed, hauled and disposed of off-site to the satisfaction of the Contract Administrator.

E14.6 Sub-Grade Compaction

E14.6.1 Description

(a) Sub grade compaction shall be done in accordance with CW 3110.

E14.6.2 Construction Methods

(a) Sub-grade compaction shall be performed as outlined in Section 3.3 of CW 3110.

(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 (minimum 25 passes) and inspected by the Contract Administrator to detect for any soft spots prior to the placement of overlying granular fills.

E14.7 Geotextile Fabric

E14.7.1 Description

- (a) Geotextile Fabric shall be placed in accordance with CW 3130.

E14.7.2 Materials

- (a) The separation/ reinforcement geotextile fabric shall conform to the Products Approved as listed in City of Winnipeg Specification for Approved Products for Surface Works.
 - (i) https://legacy.winnipeg.ca/finance/findata/matmgt/std_const_spec/current/Docs/CW3130.pdf
- (b) Construction Methods No separate measurement shall be made for excavation of existing granular pavement as this Work is incidental to E15.
- (c) Separation/reinforcement geotextile fabric shall be installed as outlined in Section 3.1 of CW 3110.

E14.8 Crushed Limestone Materials

E14.8.1 Description

- (a) Crushed limestone base material shall be supplied and installed in accordance with CW 3110 and as per the Drawings.

E14.8.2 Materials – Limestone Pavement Only

- (a) 150 mm layer 50 mm (2") down crushed limestone.
- (b) 50 mm layer 20 mm (3/4") down crushed limestone.
- (c) 25 mm layer 6mm (1/4") down crushed limestone.

E14.9 Construction Methods

- (a) All limestone material shall be placed and compacted as specified to finished thickness as shown on the Drawings.

E14.10 Base Course and Capping Course shall be compacted to a minimum of one hundred percent (100%) of Standard Proctor Density.

E14.11 Quality Control

E14.11.1 Materials and Work

- (a) Materials and Work may be subject to Quality Control Testing and Approval of Materials per the General Instructions Section of the Contract.

Measurement and Payment

E14.11.2 Method of Measurement and payment shall be as follows:

- (a) Compacted Granular Pavement will be measured and paid for at the Contract Unit Prices. The amount to be paid for shall be measured on a square metre basis, as indicated on Form B: Prices "Supply and install new granular pathway" and "Scarify and top up existing granular pathways to remain". This price shall be full payment for excavation, subgrade compaction, supply and installation of base course and top course, 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.

E15. WOOD FIBRE PROTECTIVE SURFACING AND SUB-SURFACE DRAINAGE

General Description

E15.1 This specification shall cover the supply and install of wood fibre safety surfacing, granular drainage course and associated sub-surface drainage.

E15.2 Wood Fibre Surfacing

E15.2.1 Description

- (a) This specification shall cover the supply and installation of Wood Fibre Protective Surfacing within the Play Equipment Area.
- (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 subsurface drainage and outflow as per Drawing SCD-659 (multiflow) or SCD-661 (4" pipe).

Materials

E15.3 Wood Fibre product shall be either Zeager Woodcarpet or Fibar System 200 or 300 products or approved 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

E15.4 Wood Fibre surfacing shall include wood fibre, filter cloth, subsurface drainage system and mats under swings and the ends of slides.

- (a) Granular base for below engineered wood safety surfacing to be 19 mm diameter, clean crushed limestone regardless of which wood fibre product is used.
- (b) Non-woven Geotextile/Filter Fabric to be Armtec 200, or product supplied by engineered safety surfacing manufacturer or in accordance with section B7 Substitutes.

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/ft2	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

Construction Methods

- E15.5 Wood Fibre shall be installed within the play areas, as defined by the timber/concrete 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.
- E15.6 The installation of the Wood Fibre shall be done immediately after the play equipment has been installed.
- E15.7 Installation of entire system, including fibre, filter cloth, subsurface drainage and mats shall be done according manufacturer's instructions. Adequate drainage within play equipment area must be ensured as per same.
- E15.8 Subsurface drainage lines shall be graded to drain to the existing catch basin. 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.
- E15.9 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.
- E15.10 Sub surface Drainage

Description

- E15.10.1 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.
- E15.10.2 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. Drainage pipe under areas subject to vehicular traffic must employ Multi-Flow drainage system.
 - (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.
 - (c) The drainage core shall be made of a high-density polyethylene. The core shall be constructed using interconnected corrugated pipes that define and provide the flow

channels and structural integrity of the 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.

E15.10.3 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.
- (b) Backfill for trenches utilizing HDPE perforated drainage pipe as per CW-3120, CW-3130 and SCD-661.
- (c) Backfill for trenches utilizing Multi-Flow as per SCD-659.

E15.10.4 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 catch basin.
- (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.
- (g) Connection of Subdrain to Existing Catchbasins
 - (i) Connect drainage pipe to existing catchbasins as shown on the Drawings or as directed by the Contract Administrator. Multi-Flow drain system is to be connected to a solid pipe in accordance with manufacturer's recommendations and the pipe is then connected to the existing catch basin.
 - (ii) Cut neat hole in wall of catchbasin to a maximum of 25 millimetres larger than the outside diameter of the drainage pipe.
 - (iii) Ensure drainage pipe does not protrude more than 150 millimetres beyond inside wall of catchbasin.

- (iv) Grout connection of drainage pipe to catchbasin with cement patching compound to form a watertight and structurally sound connection.
- (v) No bends greater than 45° will be permitted to alter the grade or alignment of the drainage pipe for the catch basin connection.

Measurement and Payment

E15.11 Method of measurement and payment shall be as follows:

- (a) Protective Surfacing will be measured and paid for at the Contract Unit Prices. The amount to be paid for shall be for the square metres, as indicated on Form B: Prices. "Supply and install Wood Fibre Protective Surface (c/w subsurface drainage)" This price shall be full payment for supplying all labour, equipment, and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator
- (b) No payment will be made the subsurface drainage material as these items are incidental to E15.

E16. PROTECTIVE SURFACING- POURED IN PLACE RUBBER AND GRANULAR BASE COURSE

General Description

- E16.1 This Specification shall cover the supply and installation of poured in place rubber safety surfacing within play areas as per the Drawings.
- E16.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

General Instructions

E16.3 Quality Control

- (a) Testing and Approval of Materials
 - (i) Material testing may be required as per this Specification and as directed by the Contract Administrator.
 - (ii) Proponent to complete and pay for granular base course compaction testing.

E16.4 Submittals

- (a) Samples
 - (i) Colour Samples
 - ◆ Submit colour sample for final approval two (2) weeks prior to pouring rubber as directed by Contract Administrator.
- (b) Mock-Up
 - (i) Install 1000 mm x 1000 mm sample section of rubber to set standard of acceptance as directed by Contract Administrator
- (c) Proof of certification
 - (i) Installation of Poured in Place Rubber Safety Surfacing shall be installed by an experienced, certified rubber installer that has completed at least ten (10) installations. Provide certification prior to commencing Work.

E16.5 Materials

E16.5.1 Compacted granular base course

- (a) Compacted granular base layer shall be supplied in accordance with CW 3110 and as per Drawings and manufacturers instructions.

E16.5.2 Geotextile Fabric

- (a) Non-woven Geotextile Fabric as per CW 3130 shall conform to the Products Approved as listed in City of Winnipeg Specification for Approved Products for Surface Works.
- (b) https://legacy.winnipeg.ca/finance/findata/matmgt/std_const_spec/current/Docs/Revision2023-06-09.pdf

E16.5.3 Poured In Place Rubber Safety Surfacing

- (a) Poured in place rubber safety surfacing depth shall be installed within the play areas to a to achieve:
 - (i) A minimum fall height of 3048 mm (10'-0") for play equipment with a specified fall height of 3048 mm (10'-0") or lower, and
 - (ii) For play equipment with a specified fall height greater than 3048 mm (10'-0"), fall heights shall meet current CAN/CSA Z1614, Consumer product safety commission (CPSC), and ASTM 1292-99.
- (b) System thickness for fall heights must comply with CSA, Consumer product safety commission (CPSC) and ASTM 1292-99 standards for playground surfacing. The surface must be installed at a thickness that will provide a Gmax less than 150 and a HIC less than 800 when the installation has been tested with a Triax2015 instrument between 10 and 25 days after installation is complete. The determined drop height for these tests will be derived from the top of all structures including railings, barriers, slides and climbers. For swings the drop height will be the top of the suspending bar.
- (c) Poured in place rubber safety surfacing shall be dual density, resilient impact attenuating safety surfacing system that is mixed, troweled and compacted on Site to form a resilient seamless surface. Surface system shall consist of an impact layer and a wear layer consisting of recycled tire crumb, chips, or thread, blended with a polyurethane binder throughout the entire depth of surfacing.
- (d) Poured in Place Rubber Safety Surfacing product shall be:
 - (i) Rubber FX Playground System
 - ◆ Manufacturer: Rubber FX
 - ◆ Specifications: <http://prairierubberpaving.ca/commercial/>
 - ◆ Supplier & Installer: Prairie Rubber Paving 1450 Dublin Avenue
Winnipeg, MB R3H 0E4 Ph: (877) 413-4248
Fax: (204) 774-1459
 - (ii) Or approved substitute.
- (e) Poured in Place Rubber Safety Surfacing product shall consist of:
 - (i) Primer and Binder:
 - ◆ Primer: 100% polyurethane binding agent
 - ◆ Binder: MDI (methyl dephenyl isocyanate) binder
 - (ii) Impact Course
 - ◆ SBR (styrene butadiene rubber); and
 - ◆ Low density rubber base and binder
 - (iii) Water Course
 - ◆ 1-3mm ø EPDM (ethylene propylene diene monomer); and
 - ◆ Pigmented synthetic rubber granules and binder
- (f) Poured in Place Rubber Safety Surfacing product properties:
 - (i) ASTM D412: Tensile Strength – 60 PSI min.

- (ii) ASTM D412: Elongation and break – 140% min.
 - (iii) ASTM D2859: Flammability – Pass
 - (iv) ASTM D204: Coefficient of friction; wet – 0.9 mi, dry – 1.0 min.
 - (v) Water permeability 0.4 gal/ sq.yd/sec., min.
- (g) Poured in Place Rubber Safety Surfacing to include nature inspired design features such as vine/ branch pathways, leaves, flowers etc. Rubber design features and colours are to compliment the proposed play equipment.

E16.5.4 System thickness for fall heights must comply with CSA, Consumer product safety commission (CPSC) and ASTM 1292-99 standards for playground surfacing. The surface must be installed at a thickness that will provide a Gmax less than 150 and a HIC less than 800 when the installation has been tested with a Triax2015 instrument between 10 and 25 days after installation is complete. The determined drop height for these tests will be derived from the top of all structures including railings, barriers, slides and climbers. For swings the drop height will be the top of the suspending bar.

E16.5.5 Consumer product safety commission (CPSC) and ASTM 1292-99 fall height requirements based on total system thickness of impact course and wear course are as follows:

FALL HEIGHT	SYSTEM THICKNESS
1210 mm (4')	38 mm (1.5")
1829 mm (6')	64 mm (2.5")
2438 mm (8')	83 mm (3.5")
3048 mm (10')	114 mm (4.5")
3657 mm (12')	140 mm (5.5")
4267 mm (14')	165 (6.5")

E16.6 Construction Methods

E16.6.1 Installation of poured rubber safety surfacing shall be installed by an experienced, certified rubber installer that has completed at least ten (10) installations. Provide certification prior to commencing Work.

E16.6.2 Obtain Contract Administrator approval of adjacent concrete playground edging prior to commencing rubber installation.

- (a) Install play equipment prior to commencing safety rubber installation per E23 and E24
- (b) Coordinate with play equipment supplier and/or installer to confirm all safety zones and play equipment fall height rubber depth requirements. Depth standards as indicated in E16.5.3.

E16.6.3 Sub-Grade Compaction

- (a) Sub grade compaction shall be done in accordance with CW 3110.
- (b) Subgrade 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 (minimum 25 passes) and inspected by the Contract Administrator to detect for any soft spots prior to the placement of overlying granular fills.

E16.6.4 Compacted granular base course

- (a) Crushed limestone base material shall be installed in accordance with CW 3110 and as per the Drawings, and per rubber manufacturer's written specifications.
 - (i) Contractor to ensure base course allows for the appropriate depth of rubber required under the play equipment.
 - (ii) Base course material shall be placed and compacted in maximum 100 mm lifts.

- (b) Contractor to conduct third party compaction testing of granular base course through a certified laboratory and submit results to Contract Administrator for review prior to installing rubber safety surfacing.

E16.6.5 Geotextile Fabric

- (a) Geotextile Fabric shall be placed in accordance with CW 3130 and as per Manufacturer's written specifications.

E16.6.6 Poured in place rubber safety surfacing

- (a) Do not install rubber when overnight temperature will fall below 5° C (40° F) or as per minimums based on manufacturer's instructions.
- (b) Install rubber base and wear course per Manufacturer's written specifications, to required depths for associated safety zones, and to the profiles and connections indicated on the Drawings.

E16.6.7 Poured in place rubber safety surfacing shall meet requirements of ASTM F-1292-99 and ASTM 1292-96.

- (a) Contract Administrator to inspect rubber installation upon completion. Proponent to repair any deficiencies prior to achieving prior to issuing Total Performance.
- (b) Contract Administrator to review impact attenuation testing prior to issuing Total Performance.

E16.7 Method of Measurement and Basis of Payment

E16.7.1 Method of Measurement and payment shall be as follows:

- (a) Protective Surfacing – Poured in Place Rubber and Granular Base Course will be paid for at the Contract Unit Prices. The amount to be measured and paid for shall be on a square meter basis, as indicated on Form B: Prices: "Supply and install poured in place safety surfacing c/w compacted granular base for accessible swing area" and "Supply and install poured in place safety surfacing c/w compacted granular base for playground area". The price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
- (b) No additional payment will be made for supply and install of geotextile as this is incidental to the Work herein.

E17. CAST-IN-PLACE CONCRETE

Description

E17.1 The Work of this section comprises the furnishing of all labour, equipment and materials required to complete the supply and installation of cast-in-place concrete pad for playground and concrete footings for site furniture as shown on the drawings, SCD-643 and as hereinafter specified, including, but not necessarily confined to the following:

- (a) Excavation;
- (b) Granular fill Work as required;
- (c) Supply, erection and removal of all formwork as required;
- (d) Design of concrete mixes;
- (e) Supply and install of concrete playground curb
- (f) Supply and install of poured in place concrete retaining wall;
- (g) Supply, placing and curing of bases for bench and waste receptacle;
- (h) Supply and installation of all joint material in concrete Work;
- (i) Supply and Installation of compacted granular base courses not supplied by other sections;

(j) Clean-up.

E17.2 The following items of Work are specified under other sections of the specifications and are not included in this section:

(a) Supply of miscellaneous metal anchors, bolts, inserts, etc.

Materials

E17.3 All concrete Work shall be in accordance with CAN3-A23.1-Concrete Materials and Methods of Concrete Constructions. Proportion normal density concrete in accordance with CAN3-A23.1 to govern the following properties.

E17.4 Contractor to provide concrete design mix, specifications and details for cast-in-place concrete slabs and support bases.

E17.5 Fine aggregate shall consist of natural sand or manufactured sand and shall conform to all requirements of CAN3.A23.1.

E17.6 Coarse aggregate shall consist of hard, strong, uncoated durable particles of crushed stone, gravel or approved combination thereof and shall be free from an excess of thin, elongated or soft pieces, frozen lumps, vegetable matter or other deleterious matter, and shall conform to all the requirements of CAN3-A23.1. Maximum size of coarse aggregate shall be 20 mm.

E17.7 Water for concrete shall be clean and free from injurious amounts of oil, acid, alkali, salts, silt, organic matter or other deleterious matter. The quality of the water shall be equal to or better than that of potable water.

E17.8 A non-detergent type of air-entraining admixture, supplied in liquid form, shall be metered into the mix. The total air in the placed concrete shall be 5% - 8%.

E17.9 Curing compound shall be Sternson ritcure or approved equal, in accordance with B6.

E17.10 Bonding agent shall be Sternson ST 431 Epoxy Bonding Agent or approved alternative.

E17.11 Form coating shall be Sternson's Formseal or approved equal, in accordance with B6.

E17.12 Compacted granular base courses for all cast in place concrete Works shall be in accordance with City of Winnipeg Specifications.

E17.13 Contractor to provide shop drawings conforming to or modifying the product and method of construction.

E17.14 The Contract Administrator may engage a fully qualified Inspecting Engineer and Testing Laboratory to:

- (a) Inspect the pile excavations to determine that they have been augured to the specified depth, are of the specified size, are clean and level, and meet the design criteria.
- (b) Take test cylinders during concrete placing and carry out compression tests to determine whether concrete produced complies with these Specifications.
- (c) Take compaction tests of compacted granular sub-base and sub-grade material.
- (d) Submit reports to the Contract Administrator of all materials, concrete, and caisson tests and inspections.
- (e) Three concrete test cylinders to be taken for pile cast. One cylinder from each group shall be tested at seven (7) days, one at fourteen (14) days and the remainder at twenty-eight (28) days. Sampling and testing procedures shall be according to CAN3-A23.1 latest edition.

E17.15 Curing and Protection to be specified by Structural Engineer

- (a) Curing shall immediately follow the finishing operation as in CSA A23.1, Section 18 and shall continue for a minimum of five (5) days at 10°C.
- (b) When the outside temperature is less than 4°C, the temperature of the concrete shall be maintained between 10°C and 21°C for the required curing period.
- (c) When heat required for curing is being removed, the maximum temperature change shall not exceed 2.5°C per hour or 27°C, in any 24-hour period.
- (d) Unless adequate protection is provided, no concrete shall be placed during rain, sleet or snow.
- (e) Rainwater shall not be allowed to increase the mixing water nor damage the surface finish.
- (f) All exposed concrete to have sack rubbed finish.
- (g) Ensure all holes are filled and edges are smooth.
- (h) Concrete with open finish, 'bug holes' or defects in appearance will not be accepted.

E17.16 Sub drain pipe to be as per City of Winnipeg specification CW 3120

Excavation for Piling

- E17.17 Water jetting methods of excavation will not be permitted. The bearing surface shall be inspected and any loose material shall be cleaned out prior to casting concrete.
- E17.18 If, in the opinion of the Engineer specifying concrete, casing is required to prevent the sides of the augured hole from sloughing in the casing shall be supplied and installed, at no cost to the City. Sleeving will not be allowed for piles less than 600 mm diameter. The diameter of casing supplied shall be equal to the specified diameter of the foundation being constructed. If required, overboring shall be carried out to allow the installation of the casing, if so approved by the Contract Administrator. No additional payment will be made for overboring. The casing shall be designed to withstand installation, withdrawal and earth pressure forces. The casing shall be withdrawn as the concrete is poured ensuring that the casing is at least 1 metre below the top of the freshly placed concrete until all concrete in the foundation is placed.
- E17.19 The pile excavation shall be kept dry at all times. The Contractor shall have on hand sufficient pumps to satisfy this requirement.
- E17.20 Rocks or boulders hindering the continuation of drilling shall be removed in whole or part, using approved methods.

Pile Concrete Work

- E17.21 The pile concrete shall be cast no later than 24 hours after the excavation has been completed.
- E17.22 The reinforcing cage shall be placed in the pile excavation prior to starting the concreting. Spacers shall be provided to keep the reinforcing cage in its correct location.
- E17.23 Reinforcement shall be clean, and free from all coatings, including ice, loose rust, dried concrete, which tend to reduce bond.
- E17.24 Reinforcement shall be formed accurately and secured in pile shaft and to required ties and spacers with annealed wire ties or suitable clips so that position and concrete cover is assured.
- E17.25 Vertical or bent bars shall extend above the top of pile shaft as shown to provide anchorage for the grade beam.
- E17.26 Reinforcing bars kinked, twisted, bent past a right angle, or reduced in cross section, will be rejected.
- E17.27 Concrete consistency shall be such that concrete works readily into corners and around reinforcement without segregation of materials or the collection of free water on the surface.

- E17.28 Do not place concrete until piles, shafts, and/or bells have been inspected.
- E17.29 Place concrete using "elephant trunk" or special chutes which will prevent segregation of materials, ensure a practically continuous flow of concrete at the delivery end, and limit the vertical height of free fall of the concrete to 3 metres.
- E17.30 Concrete placing shall be continuous from bottom to top of pile or caisson, and puddling or rodding carried on constantly to bring air bubbles to the surface and produce a uniform, homogeneous structure.
- E17.31 Mechanical vibration shall be carried out continuously during placing of concrete in piles.
- E17.32 Work concrete completely around reinforcement by rodding, spading and mechanical vibration. Vibrators shall vibrate at not less than 5000 impulses per minute and shall be operated by personnel experienced and qualified in their use.
- E17.33 Concrete shall be kept moist for at least the first seven (7) days after placing and the temperature of the concrete maintained above 10°C during this time.
- E17.34 If upper soil stratum is dry and there is danger of the concrete losing moisture thereto, water shall be added to the soil by forming a depression around the pile top and ponding continuously for a period of seven (7) days.
- E17.35 Whenever the temperature of the surrounding air is below or is likely to fall below 5°C during the four (4) day period immediately following concrete placing, artificial heating, housing and/or protective covering shall be provided for the pile tops to maintain concrete temperature at or above 10°C.
- (a) Temperatures of adjacent surfaces shall be raised to and maintained at 5° C minimum, prior to and during concreting.
- (b) Calcium chloride or other de-icing salts shall not be used as a de-icing agent in the forms.
- E17.36 No dependence shall be placed on salt or other chemicals for the prevention of freezing.

Clean up and Damage

- E17.37 Immediately on completion of all piles and foundations Contractor shall remove from Site all equipment, timbers, shores, excavated material, unused concrete, rubbish, etc., caused by his operations, and leave the Site clean, level and ready for placing of grade beams.
- E17.38 The Contractor shall be responsible for making good all areas damaged by his operations in connection with this Contract regardless of the limits of the Contract as shown on the Drawings.

Measurement and Payment

- E17.39 Supply and installation for the concrete retaining wall will be measured per linear metre. The length to be paid for shall be the total length of retaining wall in metres as indicated on Form B: Prices: "Supply and install poured in place concrete retaining wall (incl. subdrain)" The price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
- E17.40 Supply and installation for the playground curb will be measured per linear metre. The length to be paid for shall be the total length of the curb in metres as indicated on Form B: Prices: "Supply and install concrete playground curb (a. swing set)" and "Supply and install concrete playground curb (b. playground)" The price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

- E17.41 No adjustments in price will be made should actual pile lengths in place be lesser or greater than anticipated by the Contractor.
- E17.42 No separate measurement or payment shall be made for C.I.P. concrete bases for site furniture as this Work is incidental to the unit prices bid for installation of those items.

E18. SUB-DRAINS

Description

- E18.1 The Work of this section comprises the furnishing of all labour, equipment and materials required to complete the supply and installation of land drainage systems as shown on the drawings and as hereinafter specified, including, but not necessarily confined to the following:
- (a) Excavation and trenching;
 - (b) Granular backfill and drainage material as required;
 - (c) Supply and installation of subsurface drain pipes as shown on the Drawings;

Materials

- E18.2 Solid Drainage Pipe to be 100mm dia. City of Winnipeg approved subsurface drainage pipe.
- E18.3 Perforated Drainage Pipe to be 100mm dia. Perforated pipe or Multiflow system as per Section E15

Pipe Appurtenances

- E18.4 Supply fittings for the specified drainage pipe including bends, caps, tees, elbows, and couplings.

Cement Patching Compound

- E18.5 Supply cement patching compound in accordance with Section 2.1 of CW 2130.

Catch Pit

- E18.6 Supply catch pit in accordance with Section 2.7 of CW 2130.

Construction Methods

Drainage Pipe

- E18.7 Solid Drainage Pipe to be installed in accordance with CW 3120.
- E18.8 Perforated drainage pipe to be installed in accordance Section E15

Pipe Appurtenances

- E18.9 Installation of fittings for the specified drainage pipe including bends, caps, tees, elbows, and couplings in accordance with section 3.5 of CW3120.

Measurement and Payment

- E18.10 Drainage pipes and fittings shall be measured and payment made on a linear unit basis for "Supply and install 100mm Diameter solid pipe connection to CB". The number to be paid shall be the total number of linear metre installed in accordance with the Drawings and Specifications and as measured and accepted by the Contract Administrator.
- E18.11 Perforated Drainage pipes and fittings shall be measured and payment made on a linear unit basis for "Supply and install 100mm Diameter perforated pipe drainage tile with sock in drainage stone". The number to be paid shall be the total number of linear metre installed in

accordance with the Drawings and Specifications and as measured and accepted by the Contract Administrator.

E19. SITE FURNITURE

Description

E19.1 This specification covers the supply and installation of:

- (a) Tache style bench composite with arms (City of Winnipeg Detail SCD-121A);
- (b) Tache style wheelchair metal frame picnic table (City of Winnipeg Detail SCD-122A)
- (c) Waste Receptacles (City of Winnipeg Detail SCD-119)
- (d) Cool Toppers Shade Structure shall be Landscape Structures Cool Toppers 3.66 meter square shade structures and fabric as noted on the drawings or approved equal.
- (e) Madrax Genesis Bike Rack – 8 Bicycle Capacity (powder coat , Patriot Blue colour to match adjacent spray pad)

E19.1.2 For the purposes of this section, supply of the benches, waste receptacles and picnic tables will be for pick up materials from the City of Winnipeg and delivery to site. Materials will not be purchased by Contractor.

General

E19.1.3 Store units in a protected location, immediately upon arrival on the Site.

E19.1.4 Remove from Site any units that have been damaged during transportation and replace.

Products

E19.1.5 Benches – 1.83m length Tache Style composite benches with back and armrests (finish-cedar; metal-galvanized) (City of Winnipeg Detail SCD-121A);

- (f) Quantity: 6 as supplied by:
 - (i) City of Winnipeg
Email: pwd-cps-orderdesk@winnipeg.ca
Matt Hamm
204-479-5476

E19.1.6 Picnic Table – 2.44m length Tache Style composite picnic table (finish-cedar; metal-galvanized). (City of Winnipeg Detail SCD-122A)

- (g) Quantity: 1 as supplied by:
 - (i) City of Winnipeg
Email: pwd-cps-orderdesk@winnipeg.ca
Matt Hamm
204-479-5476

E19.2 Waste receptacle, side opening metal slat type with wire basket and galvanized finish as per City of Winnipeg Detail SCD-119

- (h) Quantity: 1 as supplied by:
 - (i) City of Winnipeg
Email: pwd-cps-orderdesk@winnipeg.ca
Matt Hamm
204-479-5476

E19.3 Cool Toppers Shade Structure shall be Landscape Structures Cool Toppers Single Post Pyramid 3.66 meter square shade structures and fabric as noted on the drawings or approved equal. Cool Toppers are to be installed with an extended post to achieve a 9'7" clearance

between the finished ground and the bottom of the fabric. Acorn post colour and Sky Blue fabric colour to match adjacent spray pad.

- (i) Quantity: 2 as supplied by
 - (i) Landscape Structures
 - (ii) Contact Info:
Matthew Lacroix @ 204-632-7000
Playgrounds R Us

E19.4 Madrax Genesis Bike Rack, 8 bicycle capacity, powder coated, in-ground mount, Patriot Blue colour to match adjacent spray pad.

- (j) Quantity: 1 as supplied by:
 - (i) Madrax
 - (ii) Contact Info:
Kaitlyn Ellerman @ 608-849-1080
Northeast Region Sales Manager
Graber Manufacturing, Inc.

Installation

E19.5 Site furniture to be installed as per City of Winnipeg Specifications and details.

- (a) Tache style composite bench with arms SCD-121A
- (b) Tache style wheelchair metal frame picnic table SCD-122A
- (c) Waste Receptacle SCD-119

E19.6 Site furniture to be installed as per Manufacturer's specifications.

- (a) Cool Toppers Single Post Pyramid
- (b) Madrax Genesis Bike Rack

E19.7 Protect and maintain Site furnishings, including accessories, until acceptance of project Work.

E19.8 Immediately remove from Site, damaged furnishing and accessories. Replace, repair, re-finish, or otherwise make good to approval of Contract Administrator.

E19.9 No separate payment will be made for concrete foundation for site furniture. All Work is incidental to the unit prices bid for the items. Concrete used in installation to meet CW 2160.

E19.10 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.

Measurement and Payment

E19.11 Supply and installation of Tache benches with arms will be measured and paid for at the contract unit price per item for "Deliver and install Tache Benches with Arms (Inground mount)", measured as per Form B: Prices and specified herein and accepted by the Contract Administrator.

E19.12 Supply and installation of Tache picnic table will be measured and paid for at the contract unit price per item for "Deliver and install Tache Accessible Picnic Tables", measured as per Form B: Prices and specified herein and accepted by the Contract Administrator.

- E19.13 Supply and installation of waste receptacles will be measured and paid for at the contract unit price per item for "Deliver and install Waste Receptacles & inserts" measured as per Form B: Prices and specified herein and accepted by the Contract Administrator.
- E19.14 Supply and installation of bike racks will be measured and paid for at the contract unit price per item for "Supply and install Madrax Genesis bike rack (8 capacity)", measured as per Form B: Prices and specified herein and accepted by the Contract Administrator.
- E19.15 Supply and installation of cantilever shade structure will be measured and paid for at the contract unit price per item for "Supply and install Cool Toppers Single Post Shade Structure (Extended Post c/w concrete bases)" measured as per Form B: Prices and specified herein and accepted by the Contract Administrator.

E20. PLANT MATERIAL

Description

E20.1 The following list generally describes the scope of this section:

- (a) Supply and installation of deciduous trees;

General

- E20.2 Obtain approval of plant material at source.
- E20.3 Notify Contract Administrator of source of material at least seven (7) Calendar Days in advance of shipment. No Work under this Section is to proceed without approval.
- E20.4 Acceptance of plant material at source does not prevent rejection at Site prior to or after planting operations.
- E20.5 Source of all plant material to be from an area within the same hardiness zone and soil conditions as Winnipeg.

Shipment and Pre-planting Care

- E20.6 Co-ordinate shipping of plants and excavation of holes to ensure minimum time lapse between digging and planting. Tie branches of trees and shrubs securely and protect plant material against abrasion, exposure and extreme temperature change during transit. Avoid binding of planting stock with rope or wire which would damage bark, break branches or destroy natural shape of plant. Give full support to root ball of large trees during lifting.
- E20.7 Cover plant foliage with tarpaulin, and protect bare roots by means of dampened straw, peat moss, sawdust or other acceptable material to prevent loss of moisture during transit and storage.
- E20.8 Remove broken and damaged roots with sharp pruning shears. Make clean cut and cover cuts over 50 mm diameter with wound dressing.
- E20.9 Keep roots moist and protected from sun and wind. Heel-in shrubs, which cannot be planted immediately, in shaded areas, and water well.

Materials

- E20.10 Water
- E20.10.1 Water should be potable and free of minerals, which may be detrimental to plant growth.
- E20.11 Anti-Desiccant

- E20.11.1 Anti-desiccant should be wax-like emulsion to provide film over plant surface reducing evaporation but permeable enough to permit transpiration.
- E20.12 Wound Dressing
- E20.12.1 Wound dressing should be horticulturally accepted non-toxic, non-hardening emulsion.
- E20.13 Plant Material
- E20.13.1 Quality and Source: Comply with City of Winnipeg tree planting guidelines, referring to size and development of plant material and root ball. All plant material to be approved by City and Contract Administrator at source.
- E20.13.2 Measure plants when branches are in their natural position. Height and spread dimensions refer to main body of plant and not from branch tip to branch tip. Use trees of No. 1 grade.
- E20.14 Cold Storage
- (a) Approval required for plant material, which has been held in cold storage.
- E20.15 Container – Grown Stock
- (a) Acceptable if containers large enough for root development. Shrubs and vines must have grown in container for minimum of one growing season but not longer than two. Root system must be able to "hold" soil when removed from container. Plants that have become root bound are not acceptable. Container stock must have been fertilized with slow releasing fertilizer.
- E20.16 Substitutions
- (a) Substitutions to plant material as indicated on plantings plan are not permitted unless written approval has been obtained as to type, variety and size prior to award of Contract. Plant substitutions must be similar species and of equal size to those originally specified.
- E20.17 Root balls
- (a) Deciduous trees in excess of 3 m height must have been dug with large firm ball. Root balls must include 75% of fibrous and feeder root system. This excludes use of native trees grown in light sandy or rocky soil. Lift root ball from hole, place in wire basket designed for purpose and line with burlap. Secure root balls with burlap, heavy twine and wire basket. Protect root balls against sudden changes in temperature and exposure to heavy rainfall. Take care not to injure trunk of tree with wire basket ties or rope.
- E20.18 Tree spade material shall not be accepted. Unless dug in field and secured as above.

Construction Methods

- E20.19 Stake out location of trees as per the Construction Drawings. Obtain approval by City and Contract Administrator prior to excavating.
- E20.20 Apply anti-desiccant in accordance with material manufacturer's instructions only as required.
- E20.21 Co-ordinate operations. Keep Site clean and planting holes drained. Immediately remove soil or debris spilled onto pavement.
- E20.22 Planting Time
- E20.22.1 Plant deciduous plant material during dormant period, before buds have broken. Plant material noted for spring planting only, must be planted in dormant period.
- E20.22.2 When permission has been obtained to plant materials after buds have broken, spray plants with anti-desiccant to slow down transpiration prior to transplanting.
- E20.22.3 Plant only under conditions that are conducive to health and physical conditions of plants.

E20.22.4 Provide planting schedule. Executing planting operations over long period using limited crew will not be accepted.

E20.23 Excavations

E20.23.1 Prepare planting areas as shown on the Drawings.

E20.23.2 Provide drainage for planting holes in heavy soil if natural drainage does not exist. Have method approved.

E20.23.3 Protect bottom of excavations against freezing.

(a) Remove water, which enters excavations prior to planting. Ensure source of water is not ground water.

E20.24 Planting

E20.24.1 Scarify sides of planting hole to depth of 150 mm where tree is planted in isolated tree pit.

E20.24.2 Plant trees, vertically with roots placed straight out in hole. Orient plant material to give best appearance in relation to structure, roads and walks.

E20.24.3 Place plant material to depth equal to depth they were originally growing in nursery. Allow for soil settlement in planting.

E20.24.4 With balled and burlap roots balls, loosen burlap and cut away minimum top 1/2 without disturbing root ball. Cut vertical slits in remaining burlap around root ball at 250mm intervals. Remove all rope, string, or other ties from around trunk. Do not pull burlap or rope from under root ball. With container stock, remove entire container without disturbing root ball. Non bio-degradable wrappings must be removed including wire baskets.

E20.24.5 Tamp planting soil around root system in layers of 150mm eliminating air voids. Frozen or saturated planting soil is unacceptable. When 2/3 of planting soil has been placed, fill hole with water. After water has completely penetrated into soil, complete backfilling.

E20.24.6 100 mm deep saucer around outer edge of hole to assist with maintenance watering. Install 100mm depth wood chip mulch in saucer as shown on drawings.

E20.24.7 When planting is completed, give surface of planting saucer dressing of organic 10-6-4 fertilizer at rate of 12 kg/100 m for shrub beds or 40 to 50 g/mm of calliper for trees. Mix fertilizer thoroughly with top layer of planting soil and water in well.

E20.25 Pruning

E20.25.1 Prune trees after planting only as required to remove broken diseased or dead branches. Employ clean sharp tools and make cuts flush with main branch, smooth and sloping as to prevent accumulation of water.

E20.26 Maintenance

E20.26.1 After completion of planting operation to the satisfaction of the Contract Administrator and City of Winnipeg, the Contractor shall be responsible for the maintenance of the plant material until date of Substantial Performance and commencement of two year warranty.

E20.26.2 Replace any dead or damaged plant material during the maintenance period, including replacement of vandalized material.

E20.26.3 Water sufficiently to maintain optimum growing conditions. Ensure adequate moisture in root zone at freeze-up.

E20.26.4 The Contractor shall provide all necessary equipment, including: tractors, mowers, hand mowers, trimmers, fertilizer spreaders, pruning tools, hoses, water meters, and any other items necessary for the maintenance of the plant material indicated in this Specification.

E20.26.5 Remove all weeds and debris from mulch beds, planting beds and tree wells on a weekly basis.

- E20.26.6 Turn and top up mulch in beds and tree wells each spring and prior to start of extended maintenance.
- E20.26.7 Personnel
- (a) The Contractor shall provide all necessary personnel for the ongoing maintenance operations.
 - (b) Personnel should have at least one year of experience in landscape maintenance and should be under the direction of a foreman, in all cases, with not less than five years of experience with similar maintenance operations.
- E20.27 Maintenance Methods
- E20.27.1 Watering
- (a) Trees shall be watered twice weekly, or during the summer, if temperatures are fairly high and there has been no rainfall, water approximately once a week.
 - (b) To determine the need for watering, make a soil test weekly with a one-inch auger. Take a test sample from both the planting soil and from the root ball by drilling to a minimum depth of 600 mm. The soil shall contain enough moisture to hold together when compressed in the hand, but not be muddy.
- E20.27.2 Fertilizing
- (a) Because of the specialized nature of such operations, fertilizing is to be done by a qualified local arborist.
 - (b) Fertilize in the fall over the surface of the ground surrounding the plants, then soak the area thoroughly, use 10-6-4 analysis fertilizer spreading a maximum of 0.13 kg per square metre.
- E20.27.3 Spraying
- (a) Spray trees to control insect pests and diseases. Use horticulturally recommended compounds specific for the problem to be contained.
- E20.27.4 Insects and Diseases
- (a) Spray plants to combat pests and diseases. Do not use DDT or sprays prohibited by Agriculture Canada.

Measurement and Payment

- E20.28 Supply and Installation of Plant Material will be measured and paid on a unit basis as indicated for "Supply and install deciduous trees" on Bid Form B Prices. The number of units to be paid shall be the total number of each type and size of units supplied and installed in accordance with the Drawings and Specifications and as measured and accepted by the Contract Administrator.

E21. TOPSOIL AND FINISH GRADING

- E21.1 All Work to be to CW 3540.

Measurement and Payment

- E21.2 There shall be no separate measurement for the Work associated with this Specification.
- E21.3 Payment for Work specified under this Specification is to be included with the price for Sodding.

E22. SODDING

- E22.1 All Work to be to CW 3510.

E22.2 Where new sod will meet existing, employ a vertical shearing operation, such as using a sharp spade or edger, along the outside edges of the excavation to create a clean and definite line for the new sod to abut flush to.

E22.3 Any areas damaged beyond the areas indicated on the Drawings shall be the responsibility of the Contractor to restore through use of topsoil and sod, unless otherwise approved by the Contract Administrator.

Measurement and Payment

E22.4 Sodding will be measured on an area basis. The area to be paid for shall be the total number of square meters sodded and maintained in accordance with this Specification and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator. Sodding will be paid for at the Contract Unit Price per square metre for "Supply and install topsoil and sod (including warranty and maintenance)", measured as per Form B: Prices and specified herein, which price shall be payment in full for completing all operations herein described and all other items incidental to the Work included in this Specification.

PLAY EQUIPMENT

E23. PLAY EQUIPMENT

E23.1 General Description

E23.1.1 This Specification shall cover the supply and installation of play equipment in accordance with applicable Specification sections, the Drawings, and in compliance with the current CAN/CSA Z1614.

- (a) If Contractor states play equipment components are compliant with CSA Standards and they are found to be not compliant, liquidated damages may incur until equipment is deemed acceptable by the Contract Administrator and City of Winnipeg Parks Department.
- (b) The Contractor shall prepare and submit to the proper Authorities having jurisdiction all necessary permits and pay all permit fees
- (c) Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.

E23.2 Overall theme to be Nature inspired with bright colours to compliment the adjacent spray pad.

- (a) Playground design to also feature accessible play equipment and accessible playground components

E23.3 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

E23.4 General Instructions

E23.4.1 Shop Drawings and Product Data

- (a) Shop Drawings to be submitted for all play equipment proposed and specified herein in accordance with CW 1110, this Specification, and as directed by the Contract Administrator.

E23.4.2 Play Area and Equipment

- (a) Compliance:
 - (i) Play equipment shall be installed in the play areas as shown on the Drawings.
 - (ii) City of Winnipeg Accessibility Design Standard (current edition):

- ◆ Play area and equipment shall comply with the current edition of the City of Winnipeg Accessibility Design Standard.
- (iii) CAN/CSA Z1614 (current version):
 - ◆ Play area, equipment, and equipment safety zones to fit within the proposed area and shall comply with the current version of CAN/CSA Z1614.
- (b) Age Range
 - (i) Play equipment designed for children in age range 2-12 with focus on 5-12 age range.
- (c) Play equipment shall provide the following play activities:
 - (i) Sensory & Imaginative Play;
 - (ii) Climbing;
 - (iii) Balancing;
 - (iv) Motion; and
 - (v) Sliding.
- (d) Transfer Station
 - (i) If a play structure is proposed is shall include a minimum of one (1) transfer station for access of adult caregiver or reduced mobility access.
- (e) Colour
 - (i) If colour is a feature of posts, top caps and panels, the Contract Administrator shall have the ability to modify specified colours **if price bid is not subject to the colours**, from the proposed design after Contract Award.
- (f) **Unacceptable** play components are as follows:
 - (i) Wooden structures;
 - (ii) Tube (enclosed) slides and enclosed crawl tubes;
 - (iii) Play panels with many small moving parts **and/or glass marbles**;
 - (iv) Talk Tubes;
 - (v) Barrel rollers;
 - (vi) Dish swings;
 - (vii) Bubble windows;
 - (viii) Large number of plastic components;
 - (ix) Climbing net structures with unsegmented rope; and
 - (x) Battery operated play equipment or components.
- (g) Components which are generally not accepted and require Contract Administrator approval are as follows:
 - (i) Cable riders;
 - (ii) Sand diggers,
 - (iii) Merry-go-rounds; and
 - (iv) Tire Swings.

E23.5 Play structures

E23.5.1 Materials

- (a) Posts / Caps
 - (i) All posts shall be a minimum 127 mm (5") O.D. round or 100 mm (4") square tubing for a post and deck structure.
 - (ii) 89 mm (3.5") O.D. round or 73 mm (3") square tubing will be permitted in circumstances where a multi-deck structure has decks of varied heights which are all under 1220 mm (4'-0"), or for structures with 2 decks or less.

- (iii) All posts shall be fabricated from either aluminum 3 mm (0.125") 11 ga min. wall thickness or galvanized steel 3 mm (0.120") 11 ga min. wall thickness tubing. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating. The bottom end of the posts is to be sealed with a moisture barrier.
 - (iv) In the case of a deckless structure, a minimum size of 60 mm (2 3/8") O.D. round posts fabricated out of steel or aluminum is acceptable.
 - (v) Top caps shall be made of steel construction and shall be factory installed and secured in place with tamper proof, self-sealing rivets. Plastic top caps will be accepted if made of solid construction (hollow caps not accepted).
 - (vi) If painted colour is a feature of posts and top caps, it shall be a baked-on polyester powder coating. The powder coating finish shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance.
- (b) Decks and ramps
- (i) All decks and ramps shall be manufactured from vinyl-coated perforated steel or a steel core composite. Deck heights may vary to a maximum height of 1830 mm (6'-0").
 - (ii) Must provide a secure connection to wall and pathway at beginning of elevated accessible entry ramp. See Drawings for reference.
 - (iii) **All ramps with slope 5% or greater shall provide a handrail as per the current City of Winnipeg Accessibility Design Standard: Section 1.1.5.**
 - ◆ <https://winnipeg.ca/finance/findata/matmgt/documents//2018/388-2018//388-2018 Appendix A.pdf>
- (c) Clamping System
- (i) All deck, rail and play component clamping systems shall be fabricated from zinc plated, galvanized steel, stainless steel or aluminum. Tamper proof, corrosion resistant fasteners shall be used to retain clamping systems.
- (d) Handrails, Safety Rails and Handloops (if applicable)
- (i) All handrails, safety rails and handloops shall be fabricated using a minimum of 24 mm (15/16") O.D. with 3 mm (0.120") 11 ga min. wall thickness steel tubing. After all fabrication activities have occurred including end cuts, drill holes, bends and weld joints, all components shall be hot dipped galvanized.
 - (ii) Smooth all cut edges and weld joints prior to hot dip galvanizing and ensure that all tubing is free from burrs, cracks, defects and other imperfections.
 - (iii) A section of handrail must be installed that extends from the edge of the elevated ramp entry at the top of the retaining wall to the first play structure post as per the drawings.
- (e) Hardware
- (i) All fasteners shall be socketed and tamper proof in design and requiring special tools.
 - (ii) Hardware shall either be carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel.
 - (iii) All necessary hardware and tools shall be provided.
- (f) Poly Components
- (i) Poly components such as slides and hoods shall be fabricated from U.V. stabilized rotationally moulded linear low-density polyethylene.
 - (ii) Poly components such as play panels shall be fabricated from compression moulded solid colour, U.V. stabilized, high-density polyethylene.
- (g) Slides (if applicable)
- (i) A minimum of one stainless steel slide is required, north or east orientation is preferred.

- (h) Kick plates and hand loops
 - (i) Each play structure shall have kick plates and hand loops as required to meet the current version of the Canadian Standards Association (CSA) Standards.
- (i) Climbing Net Structures
 - (i) Climbing Net Structures must be comprised of separate rope segments versus long stretches of rope clamped with connectors, for ease of maintenance.
- (j) Cast-In-Place (CIP) Concrete Foundations
 - (i) CIP Concrete Foundations shall be as per E25.

E23.5.2 Construction Methods

- (a) Play equipment shall be installed as per Manufacturer's written specifications, in accordance with the most recent version of Canadian Standards Association Standards, and as per the Drawings.
- (b) All posts and other vertical items shall be plumb and true to vertical, if so designed.
- (c) All decks shall be level, if so designed.
- (d) Functionally linked items such as stepping pods, logs, balance beams, etc should be placed at minimum 150mm to a maximum of 300mm for Children less than 5 years of age and between 300mm to a maximum of 450mm for children 5- 12 years old.
- (e) CIP Concrete Foundations construction shall be per E25.
- (f) **One play equipment installer (minimum) must be a valid certified Canadian Certified Playground Inspector and on Site for the duration of assembly and installation of play equipment.**

E23.6 Independent Component Play Equipment

E23.6.1 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 number of solid elements which limit visibility through the Site.
- (d) Decks and ramps
 - (i) All decks and ramps shall be manufactured from vinyl-coated perforated steel or a steel core composite. Deck heights may vary to a maximum height of 1830 mm (6'-0").
 - (ii) Must provide a secure connection to wall and pathway at beginning of elevated accessible entry ramp. See Drawings for reference.
 - (iii) **All ramps with slope 5% or greater shall provide a handrail as per the current City of Winnipeg Accessibility Design Standard: Section 1.1.5.**
 - ◆ https://winnipeg.ca/finance/findata/matmgt/documents//2018/388-2018//388-2018_Appendix_A.pdf
- (e) Hardware
 - (i) All fasteners shall be socketed and tamper proof in design and requiring special tools.
 - (ii) Hardware shall either be carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel.
 - (iii) All necessary hardware and tools shall be provided.
- (f) 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.

(g) Slides

- (i) If an independent slide is proposed, stainless steel is preferred. If other slides are proposed on the Site one may be plastic. North or east orientation preferred. If independent slide over 1220 mm (4'-0") high is proposed, support posts shall be minimum 127 mm (5") O.D.
- (ii) Tube (enclosed) slides and plastic spiral slides will not be accepted.

(h) CIP Concrete Foundations

- (i) Shall be as per E25.

E23.6.2 Construction Methods

- (a) Independent component play equipment shall be installed as per Manufacturer's written specifications, in accordance with the most recent version of Canadian Standards Association Standards, and as per the Drawings.
- (b) All posts and other vertical items shall be plumb and true to vertical, if so designed.
- (c) All decks shall be level, if so designed.
- (d) Independent items that are functionally linked such as stepping pods, logs, balance beams, etc should be placed at minimum 150mm to a maximum of 300mm for Children less than 5 years of age and between 300mm to a maximum of 450mm for children 5- 12 yrs old.
- (e) CIP Concrete Foundation construction shall be per E25.
- (f) **One independent component play equipment installer (minimum) must be a valid certified Canadian Certified Playground Inspector and on Site for the duration of assembly and installation of independent components play equipment.**

E23.7 Method of Measurement and Basis of Payment

E23.7.1 Method of Measurement shall be as follows:

- (a) Play Equipment shall be measured on a lump sum basis for:
 - (i) "Supply and Install Playground Equipment (c/w concrete bases)", on Form B: Prices
- (b) No separate measurement will be made for CIP Concrete Foundations as this item is incidental to the Work herein.

E23.7.2 Basis of Payment shall be as follows:

- (a) Play Equipment will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices: "Supply and Install Playground Equipment (c/w concrete bases)". This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
- (b) No additional payment will be made for CIP Concrete Foundations as this item is incidental to the Work herein.

E24. SWING SET

E24.1 General Description

- E24.1.1 This Specification shall cover the supply and installation of Swings Sets in accordance with applicable specification sections, the Drawings, and in compliance with the current CAN/CSA Z1614

- E24.1.2 This specification shall cover the supply and installation of a minimum 1 (one) complete swing standard as specified herein:
- (a) Three Leg Heavy Duty Swing Frame, 2440 mm (8 ft.) high, 3 -Bay, complete with one (1) slash-proof rubber, enclosed infant seats, and four (4) slash-proof rubber belt seat, heavy-duty chain, swing hangers and hammer locks/bolt links.
 - (b) All swings to be anti-wrap swings.
- E24.1.3 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.
- E24.2 General Instructions
- (a) Colour
 - (i) If colour is a feature, the Contract Administrator shall have the ability to modify specified colours if price bid is not subject to the colours from the proposed design, after Contract award.
 - (b) **Unacceptable** swings sets are as follows:
 - (i) Dish swings.
 - (c) Swing sets which are generally not accepted and require Contract Administrator approval are as follows:
 - (i) Tire Swings.
- E24.3 Materials
- E24.3.1 Topbeam
- (a) All topbeams shall be fabricated from **min. 89mm (3 1/2") O.D. 8 gauge, RS40 galvanized steel pipe with anti-wrap hangers**. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating.
- E24.3.2 Legs
- (a) Three Leg Heavy Duty Swing Frame
 - (i) All legs shall be fabricated from 60mm (2 3/8") O.D. 10 gauge, RS40 galvanized steel pipe. All fabrication cuts, drill holes and weld joints shall be sprayed with a corrosion resistant coating. The bottom end of the posts is to be sealed with a moisture barrier.
 - (b) Two leg heavy duty arch swing frame
 - (i) All legs shall be fabricated from min 127mm (5") O.D. one-piece welded construction of HPRO EW steel tubing finished with cadmium yellow chromate plating. 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.
- E24.3.3 Yoke Clamps
- (a) All yoke clamps shall be either one-piece construction and fabricated from 8 gauge, RS40 galvanized steel pipe or two-piece, compression clamping cast aluminium or galvanized metal complete with tamper-proof hardware.
- E24.3.4 Swing Hangers
- (a) All swing hangers shall be fabricated from galvanized malleable iron and have oil impregnated bearings pressed in.
- E24.3.5 Swing Chain
- (a) All swing chain shall be 4/0 straight link, galvanized steel.

E24.3.6 Enclosed Infant (Bucket) Seats

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

E24.3.7 Belt Seats

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

E24.3.8 Hardware

- (a) All fasteners shall be socketed and tamper proof in design and requiring special tools.
- (b) Hardware shall either be carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel.
- (c) All necessary hardware and tools shall be provided.

E24.3.9 Threadlock shall be used for Contractor assembled swing components.

- (a) Product: Loctite Red High Strength requiring heat for removal
Manufacturer: Henkel
Website: <https://www.henkel-adhesives.com>

- (b) Or approved substitute.

E24.3.10 Cast-in-Place Concrete Foundations

- (a) Post shall be installed into a concrete footing the composition per E25.

E24.4 Installation

E24.4.1 Swing sets shall be installed as per manufacturer's written specifications, in accordance with the most recent version of Canadian Standards Association Standards, and within the designated play equipment area as per the Drawings

- (a) Contractor shall use threadlock, per E24.3.9, on all hardware for swing components assembled on Site, as per Manufacturer's written specifications and instructions.

E24.4.2 Swing Set posts shall be anchored in CIP concrete foundations per

E24.4.3 Top rail is to be level.

E24.4.4 Swing seats shall not be installed until the protective surfacing has been installed

E24.4.5 One swing set installer (minimum) must a valid certified Canadian Certified Playground Inspector and on Site for the duration of assembly and installation of swing sets.

E24.5 Method of Measurement and Basis of Payment

E24.5.1 Method of Measurement shall be as follows:

- (a) Swing Standard will be measured on a per unit basis for:
 - (i) "Supply and install swing set (3 bays with 4 belt seats, 1 bucket seats, c/w concrete bases (1 Accessible molded bucket seat to be supplied and installed by City of Wpg)" on Form B: Prices.
- (b) No separate measurement will be made for Foundations as this item is incidental to the Work herein.

E24.5.2 Basis of Payment shall be as follows:

- (a) Swing Set will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices "Supply and install swing

set (3 bays with 4 belt seats, 1 bucket seats, c/w concrete bases (1 Accessible molded bucket seat to be supplied and installed by City of Wpg)”. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

- (b) No additional payment will be made for CIP Concrete Foundations as this item is incidental to the Work herein.

E25. CAST-IN-PLACE CONCRETE FOUNDATIONS

E25.1 General Description

E25.1.1 This Specification shall supplement CW 2160 and cover the supply and installation of cast-in-place concrete foundations for Site Furnishings, Play Equipment, and Swing Sets.

- (a) All underground cast-in-place concrete foundations for Site Furnishings, Play Equipment, and Swing Set posts, bases and anchors are to be set in concrete footings or piles per CW 2160 to ensure stability and prevent frost heaving.

E25.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

E25.2 General Instructions

E25.2.1 Quality Control

- (a) Testing and Approval of Materials
 - (i) Material testing may be required as per this Specification and as directed by the Contract Administrator.

E25.3 Materials

E25.3.1 All materials as per CW 2160.

- (a) Concrete
 - (i) Maximum Size of aggregate: 20 mm, nominal;
 - (ii) Compression Strength: 28 day compressive strength of 30 Mpa;
 - (iii) Slump/Flow: 80 +/- 20mm;
 - (iv) Sulphate resistant, Type 50 Cement; and
 - (v) Maximum water/cement ratio: 0.49.
 - (vi) Air Content: 4-7%

E25.4 Construction Methods

E25.4.1 Construction Methods as per CW 2160.

- (a) If concrete testing is required, do not place concrete until material testing is performed and reviewed by Contract Administrator.
- (b) All concrete foundations for site furnishings as per the Drawings.

E25.4.2 Playground Equipment Footing

- (a) Holes for concrete footing for play equipment and swings must be inspected and approved by the Contract Administrator prior to installation of concrete. Contractor to provide min. two (2) Business Days' notice for inspection.
- (b) All concrete footings for play equipment and swing sets shall be in accordance with Manufacturer's specifications.
- (c) 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 50mm (2") concrete at any point around the post.

- (d) The full depth of the Manufacturer's specified footing must be below subgrade. If required for specified embedment of post in the footing, footing shall extend in sonotube through the granular drainage layer. Footing must not extend into the wood fibre safety surface.

E25.4.3 Cold Weather Concreting

- (a) Cold weather concreting shall be as per Section 3.9 of CW 2160 and CSA A23.1.
- (i) All material and equipment needed for adequate protection and curing shall be on hand and ready to use before concrete placement is started.
- (ii) Before concrete is placed all ice, snow, and frost shall be removed from formwork and all surfaces against which concrete will be placed.
- ◆ Temperatures of adjacent surfaces shall be raised to and maintained at 5° C minimum, prior to and during concreting.
 - ◆ Calcium chloride or other de-icing salts shall not be used as a de-icing agent in the forms.
- (iii) Heating equipment and enclosures shall be per CW 2160 and CSA A23.1.

E25.5 Method of Measurement and Basis of Payment

E25.5.1 Method of Measurement shall be as follows:

- (a) No separate measurement for Cast-in-Place Concrete Foundations shall be made for Site Furnishings or Swing Sets, as Foundations are incidental to the Works therein.

E25.5.2 Basis of Payment shall be as follows:

- (a) No additional payment for Cast-in-Place Concrete Foundations shall be made for Site Furnishings or Swing Sets, as Foundations are incidental to the Works therein.

E26. MAINTENANCE KITS

E26.1 General Description

E26.1.1 This specification shall cover the supply of maintenance kits for Play Equipment.

E26.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

E26.2 Materials

E26.2.1 All play equipment and swings shall include the supply of maintenance kits.

E26.2.2 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.

E26.3 Delivery of maintenance kits

E26.3.1 Maintenance kits shall be delivered two (2) Working Days prior to achieving Total Performance.

- (a) Deliver to:

Attn: Marc Laurin and/or Derrick Downey
Parks and Open Space Division, Public Works
960 Thomas Avenue, Winnipeg, MB

Ph: Marc Laurin: 204-479-5489

Ph: Derrick Downey: 204-391-2860

- (b) Contractor to forward Contract Administrator a copy of the Transmittal prior to achieving Total Performance.

E26.4 Method of Measurement and Basis of Payment

E26.4.1 Method of Measurement shall be as follows:

- (a) No separate measurement for maintenance kits or delivery shall be made for Play Equipment or Swing Sets as maintenance kits is incidental to the Works herein.

E26.4.2 Basis of Payment shall be as follows:

E26.5 No additional payment for maintenance kits or delivery shall be made for Swing Sets as maintenance kits is incidental to the Works herein

E27. EXTENDED MAINTENANCE

Description

E27.1 This Specification shall deal with the maintenance of the trees for Two (2) calendar years until after the date of the Substantial Performance has been issued.

Materials and Personnel

E27.2 The Contractor shall provide all necessary equipment, including: tractors, trimmers, fertilizer spreaders, pruning tools, water trucks, hoses, water meters, and any other items necessary for the maintenance of the area indicated in this Specification.

E27.3 The Contractor shall provide all necessary personnel for the ongoing maintenance operations

Work Included

E27.4 The following areas shall be part of the maintenance jurisdiction:

- (a) The trees as indicated on the Drawings

Maintenance of Plant Material

E27.5 Watering

- (a) All plant material shall be watered bi-weekly, or during the summer, if temperatures are fairly high and there has been no rainfall, water approximately once a week. Where irrigation is not available this should be executed by leaving a hose, with a gentle rate of flow, running into the saucer of the root ball for about one hour
- (b) To determine the need for watering, make a soil test weekly with a one-inch auger. Take a test sample from both the planting soil and from the root ball by drilling to a minimum depth of 600 mm. The soil shall contain enough moisture to hold together when compressed in the hand, but shall not be muddy.

E27.6 Fertilizing and pest control

- (a) Fertilizing, Pruning and Spraying Deciduous Trees. Because of the specialized nature of such operations, this should be done by a qualified local arborist
- (b) Fertilize in the fall over the surface of the ground surrounding the plants, then soak the area thoroughly. Use 10-6-4 analysis fertilizer spreading a maximum of 0.13 kg per square meter.
- (c) Spray to control insect pests and diseases. Use horticulturally recommended compounds specific for the problem to be contained.

E27.7 Weeding

- (a) Remove all weeds in tree wells, planting beds and mulch beds by hand on a weekly basis. Do not use chemical weed killer.
- (b) Remove all debris from beds, including weeds, and dispose of off Site in a legal manor.

E27.8 Other Maintenance

- (a) Tighten, or remove, turnbuckles or guy wires for trees as required or directed by the Contract Administrator.
- (b) Straighten trees as required and directed by the Contract Administrator.

E27.9 The Contractor shall agree and guarantee to replace and replant any nursery stock found dead or in poor condition during and at the completion of the maintenance period. All plant material to be replaced and maintained for a minimum of 30 days prior to end of maintenance period. "Poor Condition" shall be interpreted as meaning nursery stock in which branches are dead or dying, or have not shown satisfactory growth of leaves. All replacements shall be of same size and species, as specified.

E27.10 The Contractor is to tidy the Site, top up mulch and adjust all stakes and guys immediately prior to end of maintenance.

- (a) It shall be the responsibility of the Contractor to ensure that the property manager is familiar with the standard practice of maintenance and is prepared to continue maintenance from the designated completion date.

E27.11 Upon the end of the required maintenance period, a Site inspection shall be held. If at this time, all material and Works is satisfactory the Contract for maintenance and warranty shall be terminated. If materials and Works are found unacceptable the warranty shall be extended by 30 days for a follow up inspection. Extension of warranty will continue in 30 day increments for inspection until all Work and material are satisfactory.

Measurement and Payment

E27.12 Extended Maintenance will be measured and paid for each year at the Contract per Year Lump Sum Price for "Two (2) Year Extended Maintenance and warranty on Plant Material"; which price shall be payment in full for supply of all materials and performing all operations herein described and for all other items incidental to the Work included in this Specification.

E28. CONSTRUCTION PHASE

E28.1 General

- (a) Unless otherwise stated, the Contractor shall furnish all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified and in accordance with the referenced standard City specification and construction details.
- (b) The Contractor shall construct the Work in accordance with the design produced during the design phase.
- (c) Construction materials, methods and procedures shall be performed in accordance with the standards set out in *The City of Winnipeg Standard Construction Specifications*. Obtain the Contract Administrators approval if the Contractor will deviate from *The City of Winnipeg Standard Construction Specifications*.
- (d) The Contractor shall document and advise the Contract Administrator of any alteration, modification, deletion, or substitutions to the approved design prior to incorporating said alterations, modifications, deletions or substitutions into the Work.

- (e) All Workmanship and all materials furnished and supplied under this Contract are subject to the close and systematic inspection or review and testing by the Contract Administrator including all operations from the selection and production of materials through to final acceptance of the Work. The Contractor shall be wholly responsible for the control of all operations incidental thereto notwithstanding any inspection, review or approval that may have been previously given. The Contract Administrator reserves the right to reject any materials or Works, which are not in accordance with the requirements of this Contract.
- (f) Contractor to provide first year winterizing and spring start-up with training sessions for City of Winnipeg staff. Sessions to include information on all mechanical and electrical equipment.

E28.2 Shop Drawings

- (a) Shop Drawings will be reviewed by the Contract Administrator for general conformance to the City's requirements only.
- (b) Shop Drawings are to be reviewed by the design professional responsible for the design prior to submission to the Contract Administrator.
- (c) Submit shop drawings and equipment catalogue data and manufacturer's installation operating and maintenance instructions for approval of the following items:
 - (i) Bike Racks
 - (ii) Cool Topper Shade Structure
 - (iii) Swingset & swings
 - (iv) Play Equipment
 - (v) C.I.P Concrete Retaining Wall

E28.3 Record Drawings

- (a) The Contractor shall keep on the Site one (1) up to date copy of all specifications, drawings, and bulletins pertaining to the Work, in good order, available to the Contract Administrator and to his representatives.
- (b) Such specifications and drawings need to be marked by the Contractor to show all Work 'As-Built' as Work proceeds. The Contractor shall modify the Drawings to 'As-Built' bearing notations of all changes and variations from the original and submit these to the Contract Administrator for approval.
- (c) If required, in the opinion of the Contract Administrator, further revisions will be made to the Drawings by the Contractor until the Drawings are accepted by the Contract Administrator.
- (d) Accuracy of these drawings shall be the responsibility of the Contractor, who shall bear all expenses of corrections thereto.
- (e) The Contractor shall have a full topographic survey done of the completed works to be included in the 'As-Built' drawings.
- (f) Said Drawings will be provided to the Contract Administrator during the Commissioning stage of the project as revised Autocad files (.dwg format). Drawings are to include all information as determined under items (a) to (e) above.
- (g) Contractor to make geotechnical report available to the City as part of the record drawings.

E29. SITE RESTORATION

- E29.1 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. The Contractor shall pay all costs associated with this Work.