



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 188-2005**

**ROTARY CENTENARY PARK REDEVELOPMENT**

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# **PART B**

# **BIDDING PROCEDURES**

## **PART B - BIDDING PROCEDURES**

### **B1. PROJECT TITLE**

B1.1 ROTARY CENTENARY PARK REDEVELOPMENT

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 3, 2005.

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

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

### **B3. SITE INVESTIGATION**

B3.1 Further to GC:3.1, the Bidder may view the Site without making an appointment.

### **B4. ENQUIRIES**

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

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

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

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

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

### **B5. ADDENDA**

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

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

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

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

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

## **B6. SUBSTITUTES**

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

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

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

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

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

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

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

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

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

B6.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative shall base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.

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

**B7. BID SUBMISSION**

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

- (a) Form A: Bid;
- (b) Form B: Prices;

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

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

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

B7.4 Bid Submissions shall be submitted to:

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

**B8. BID**

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

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

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

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

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

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

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;

- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

B8.4.2 All signatures shall be original.

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

## **B9. PRICES**

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

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

B9.3 The 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. QUALIFICATION**

B10.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
  - (i) are responsible and not suspended, debarred or in default of any obligation to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>); and
  - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

B10.2 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.



B10.3 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

### **B11. OPENING OF BIDS AND RELEASE OF INFORMATION**

B11.1 Bid Submissions will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Branch, or in such other office as may be designated by the Manager of Materials.

B11.1.1 Bidders or their representatives may attend.

B11.2 After the public opening, the names of the Bidders and their Total Bid Prices as read out (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B11.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

### **B12. IRREVOCABLE BID**

B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

### **B13. WITHDRAWAL OF BIDS**

B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B13.1.1 Notwithstanding GC:23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:

- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
- (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.

B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

#### **B14. EVALUATION OF BIDS**

B14.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements if the interests of the City so require.

B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.

B14.4 Further to B14.1(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.

B14.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

#### **B15. AWARD OF CONTRACT**

B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.

- B15.4 Notwithstanding GC:4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract, as defined in GC:1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

## **PART C - GENERAL CONDITIONS**

### **C1. GENERAL CONDITIONS**

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

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

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

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

#### **D2. SCOPE OF WORK**

- D2.1 The Work to be done under the Contract shall consist of excavating and removing existing asphalt pad, removing and disposing existing sandbox and relocating existing swingset. New work shall include new pathway, play area and entrance plaza.

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

- D3.1 The Contract Administrator prior to Contract award is:

Stefan Fediuk  
Landscape Architect  
City of Winnipeg  
Parks, Riverbanks and Community Initiatives Branch  
Planning and Land Use Division  
Planning, Property and Development Department  
15-30 Fort St.  
Winnipeg, MB R3C 4X5  
  
Telephone No. (204) 986-5597  
Facsimile No. (204) 986-7524

The Contract Administrator after Contract award is:

Curt Borley  
Superintendent of Landscape Development Services  
City of Winnipeg  
Landscape Development Services Branch  
Parks and Open Space Division  
Public Works Department  
700 Assiniboine Park Drive  
Winnipeg, MB R3P 2N9  
  
Telephone No. (204) 986-3991  
Facsimile No. (204) 986-3860

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

#### **D4. CONTRACTOR'S SUPERVISOR**

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

#### **D5. NOTICES**

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

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

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

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

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

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

### **SUBMISSIONS**

#### **D6. INSURANCE**

D6.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;

- (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;

D6.2 Deductibles shall be borne by the Contractor.

D6.3 The Contractor shall provide the City Solicitor with a certified true copy or a certificate of insurance of each policy, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D6.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

## **D7. PERFORMANCE SECURITY**

D7.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

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

D7.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D7.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

## **D8. SUBCONTRACTOR LIST**

D8.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

## **SCHEDULE OF WORK**

### **D9. COMMENCEMENT**

D9.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.

D9.2 The Contractor shall not commence any Work on the Site until:

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

- (i) evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
  - (ii) evidence of the workers compensation coverage specified in GC:6.14;
  - (iii) evidence of the insurance specified in D6;
  - (iv) the performance security specified in D7;
  - (v) the Subcontractor list specified in D8;
- (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.

D9.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

#### **D10. SUBSTANTIAL PERFORMANCE**

D10.1 The Contractor shall achieve Substantial Performance within twenty (20) consecutive Working Days of the commencement of the Work as specified in D9.

D10.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.

D10.3 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.

#### **D11. TOTAL PERFORMANCE**

D11.1 The Contractor shall achieve Total Performance within twenty-five (25) consecutive Working Days of the commencement of the Work as specified in D9.

D11.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.

D11.3 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.

#### **D12. LIQUIDATED DAMAGES**

D12.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City four hundred dollars (\$400) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.

D12.2 The amount specified for liquidated damages in D12.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.



D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

### **CONTROL OF WORK**

#### **D13. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D13.1 Further to GC:6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

**FORM H1: PERFORMANCE BOND**  
(See D7)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

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

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for:

BID OPPORTUNITY NO. 188-2005

ROTARY CENTENARY PARK REDEVELOPMENT

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

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

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

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

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

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

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

SIGNED AND SEALED  
in the presence of:

\_\_\_\_\_  
(Witness)

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

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

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

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

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)**  
(See D7)

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

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 188-2005  
ROTARY CENTENARY PARK REDEVELOPMENT

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

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

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

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

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

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

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

Partial drawings are permitted.

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)



## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS, STANDARD DETAILS AND DRAWINGS

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

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
R.1	Rotary Centenary Park Existing Conditions
R.2	Rotary Centenary Park Proposed Site Plan
R.3	Rotary Centenary Park Details
34006A-3	Playgrounds-R-Us - Playbooster
SCD-119	Waste Receptacle Metal Slat Type

#### E2. PLAY EQUIPMENT

- E2.1 Playstructure
- E2.1.1 General Conditions
- The Contractor shall furnish all labour, materials, equipment and services necessary to complete the work according to the drawings and specifications.
  - The Contractor shall obtain all approvals including the requisite Development Permit.
  - This specification shall cover the supply and installation of Playbooster structure by Landscape Structures Inc., quote #34006A-3 (see Drawing), or approved equal.
- E2.1.2 Source
- Jodi Marr  
Playgrounds-R-Us  
250 Transport Rd.  
Box 7, Grp. 582, R.R. #5  
Winnipeg, MB R2C2Z2  
Ph (204) 632-7000  
Fax (204) 632-7421
- E2.1.3 Installation
- Playstructure shall be installed as per manufacturer's specifications and in accordance with the most recent Canadian Standards Association Guidelines.
  - All posts and other vertical items shall be plumb and true to vertical.

- (c) All decks shall be level.

#### E2.1.4 Removals

- (a) The existing slide and swingset shall be removed from their existing locations and stored onsite until such time as their re-installation. See Drawing R.1 for existing locations and Drawing R.2 for proposed locations.

### E2.2 Foundations

#### E2.7.1 General Description

- (a) This specification shall cover the installation of the above new playstructure as well as the installation of the above existing swingset and slide.
- (b) Installation locations of all play equipment to be as per Drawing R.2 and as directed on site by the Contract Administrator.
- (c) All playground equipment posts, bases and anchors are to be set in concrete footings or piles to ensure stability and prevent frost heaving. The current Standard Construction Specifications of the City of Winnipeg, CW 2160-R4. Concrete to be used in Underground Works, is to be utilized in the installation of the concrete works for all below ground components.
- (d) The specific concrete requirements shall be:
  - (i) Sulfate resistant, Type 50 Cement
  - (ii) 28 day compressive strength of 30 Mpa
  - (iii) maximum aggregate size of 20mm, nominal
  - (iv) slump 90 20mm
  - (v) maximum water/cement ratio 0.4

### E3. SITE DEVELOPMENT

#### E3.1 Excavation and Removals

##### E3.1.1 General Description

- (a) Areas of the site are to be excavated to the depths required to accept granular walkway surfacing and a minimum 300mm depth of safety play stone in the play equipment areas (top of safety surfacing to be 75 mm below top of edging). The areas shall be in accordance with the layout shown on Drawing R.2
- (b) Fill material excavated from the play and walkway areas to be graded to form a berm adjacent to playstructure, as indicated on Drawing R.2, to an approximate .75 metre height, as directed by Contract Administrator.
- (c) All extraneous materials are to be removed from the site and disposed of in a safe and legal manner. This specification shall amend and supplement City of Winnipeg Standard Construction Specifications CW 3110-R7. The work to be done by the Contractor under this specification shall include all labour, equipment and material necessary for and incidental to the satisfactory performance and completion of the Work herein specified.

##### E3.1.2 Materials



- (a) Excavation and removals includes the removal of items (i.e. asphalt pad, sandbox) as indicated on Drawing R.1 and as directed by the Contract Administrator. Work includes the stockpiling of suitable Site material, and the satisfactory disposal of unsuitable Site material such as clays susceptible to frost-heaving, silts, rock rubble rubbish and any surplus suitable Site material. Do not disturb adjacent items designated to remain in place.

#### E3.1.3 Construction Methods

- (a) Disposal of material shall be understood to mean the hauling of all unsuitable material from the Site and the unloading in a legal manner acceptable to the Contract Administrator. As indicated above, excavated material may also be disposed of on Site at a location designated by the Contract Administrator and as indicated on Drawing R.2.

#### E3.1.4 Method of Measurement and Basis of Payment

- (a) Excavation and removals shall be considered incidental to and payment to be included with the prices for earthwork and grading, protective surfacing and segmental retaining wall edging. No payment will be made for material removed outside the limits of excavation.

### E3.2 Concrete Edging

#### E3.2.1 General Description

- (a) The Contractor shall furnish all labour, materials, equipment and services necessary to complete the work according to the drawings and specifications.
- (b) This specification shall cover the supply and installation of Concrete Edging to contain the safety surfacing for the play equipment areas, to contain sand in the sandbox area, as well as to contain topsoil in the entry plaza area.

#### E3.2.2 Materials and Method

- (a) Layout shall be as shown on the attached drawings, or as approved, to adequately provide safety surfacing area based on the most recent CSA safety zone requirements.
- (b) Cement: Type 50
  - (i) Maximum Course Aggregate: 20mm
  - (ii) Minimum Compression Strength at 28 days: +35 Mpa
  - (iii) Minimum Cement Content: 310 kg/cu.m
  - (iv) Maximum Water Cement Ratio: 0.45
  - (v) Class of Exposure: C-2
  - (vi) Maximum Slump: 90mm +/- 20mm
  - (vii) Air Content: 5 to 8%
  - (viii) Flyash Content: Max. 15% of Cementitious Material
- (c) Fine aggregate shall consist of natural sand or manufactured sand and shall conform to all requirements of CAN3.A23.1.

- (d) Course aggregate shall consist of hard, strong, uncoated durable particles of crushed stone, gravel or approved combination thereof and shall be free from an excess of thin, elongated or soft pieces, frozen lumps, organic matter or other deleterious matter, and shall conform with all the requirements of CAN3.A23.1. Maximum size of aggregate shall be 20mm.
- (e) Water for concrete shall be clean and free from injurious amounts of oil, acid, alkali, salts, silt, organic matter or other deleterious matter. The quality of the water shall be equal to or better than that of potable water.
- (f) A non-detergent type of air-entraining admixture, supplied in liquid form, shall be metered into the mix. The total air in the placed concrete shall be 5% - 8%.
- (g) Reinforcing steel shall be grade 300 deformed bars or as noted on the drawings. Detailing of reinforcing steel shall be in accordance with ACI 315. All bars which require bending shall be bent in shops.
- (h) All reinforcing steel shall be straight, clean and free from paint, oil, mill scale, excess rust and any injurious defects which may affect its strength or bond.
- (i) Ends of reinforcing steel intended for bonding that are to be left exposed for some time shall be protected from injury, oils or moisture.
- (j) Curing compound shall be Sternson Ritcure or approved equal.
- (k) Bonding agent shall be Sternson ST 431 Epoxy Bonding Agent.
- (l) Form coating shall be Sternson's Formseal or approved equal.
- (m) The City of Winnipeg may engage a fully qualified Inspecting Engineer and Testing Laboratory to:
  - (i) Inspect the pile excavations to determine that they have been augured to the specified depth, are of the specified size, are clean and level, and meet the design criteria.
  - (ii) Take test cylinders during concrete placing and carry out compression tests to determine whether concrete produced complies with these specifications.
  - (iii) Take compaction tests of compacted granular sub-base and sub-grade material.
  - (iv) Submit reports to the Contract Administrator of all materials, concrete, and caisson tests and inspections.
  - (v) Three concrete test cylinders to be taken for pile cast. One cylinder from each group shall be tested at 7 days, one at 14 days, and the remainder at 28 days. Sampling and testing procedures shall be according to CAN3-A23.1 latest edition.
- (n) Concrete shall be installed as per Drawing R.2.

- (o) Finished elevations shall ensure that all concrete is smooth and level. Turf shall be repaired as required around edging in accordance with City of Winnipeg Standard Specifications for Topsoil and Seeding.
- (p) The layout of the concrete edging shall be coordinated with the installation of the play equipment to ensure that the proper safety zones are created around the equipment.

### E3.3 Protective Surfacing

#### E3.3.1 Description

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

#### E3.3.2 Materials

- (a) Play Stone surfacing
  - (i) Safety Stone shall be 6.0mm Playground Stone, composition shall be Typical Birds Hill glacial till material, 100% clean, river-washed granite.
  - (ii) Safety Stone shall be installed within all the play areas, as defined by the concrete edging, to a minimum depth of 30 cm.
  - (iii) The installation of the Safety Stone shall be done immediately after the play equipment has been installed.
  - (iv) Installation shall be done by equipment sized to suit the work being done and the Stone shall be spread by hand as necessary in the immediate vicinity of the 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 Stone.

### E3.4 Segmental Retaining Wall

#### E3.4.1 General Description

- (a) Location and layout of segmental retaining wall to be as per Drawing R.2 and as directed on site by Contract Administrator.
- (b) Installation as per manufacturer's instructions
- (c) Products:
  - (i) Concrete Segmental Retaining Wall Units:
    - i. The concrete wall modules shall be Barkman Concrete Pisa II as follows:
      1. Pisa II Standard Unit 12" D x 6" H x 8" W ('Natural' colour)
      2. Pisa II Corner Unit 12" D x 6" H x 9" W ('Natural' colour)
      3. Revers-A-Cap Coping Unit 12" D x 3" H x 8" W ('Natural' colour)
- (d) Foundation Soil:
  - (i) The foundation soil shall be the native undisturbed on site soil.

- (e) Granular Base:
  - (i) The footing shall be non-frost susceptible, compacted granular base course material,  $\frac{3}{4}$ " down, in accordance with requirements of base course material specified in CW 3110-R7, to a depth of 8".
- (f) Geotextile Filter:
  - (i) Filter cloth shall be Pro Pex 4530 polypropylene non-woven needle punched fabric.
- (g) Concrete Adhesive:
  - (i) The adhesive is used to permanently secure every course to the course below it as well as the coping stone to the top course of the wall. The adhesive must provide sufficient strength and remain flexible.

#### E3.4.2 Source

- (a) Barkman Concrete Pisa II Retaining Wall, sizes and finish as stated above.

Barkman Concrete  
909 Gateway Road  
Winnipeg, MB  
R3K 3L1  
Ph: (204) 667-3310  
Fax: (204) 663-4854.

#### E3.5 Unit Paver Pathways

##### E3.5.1 General Description

- (a) Location, layout and colours of unit paver pathways to be as per Drawing R.2 and Drawing R.3 and as directed on site by Contract Administrator.
- (b) Installation as per manufacturer's instructions
- (c) Products:
  - (i) The concrete unit pavers shall be Barkman Concrete Pisa II as follows:
    1. Victorian Unit 7" L x 4 3/4" W x 2 3/8" H ('Large rectangle')
    2. Victorian Unit 4 3/4" L x 2 3/8" W x 2 3/8" H ('Small rectangle')
    3. Victorian Unit 4 3/4" L x 4 3/4" W x 2 3/8" H ('Square')

Colours are 'Antique Brown', 'Desert Buff' and 'Natural', as per Detail 1/R.3.

##### E3.5.2 Source

- (a) Barkman Concrete - See E3.4.2(a)

#### E3.6 Waste Receptacles

##### E3.6.1 Description

- (a) This specification shall cover the supply and installation of Waste receptacles. The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work as shown on the drawings and specified herein.

### E3.6.2

#### Materials

##### (a) General

- (i) All materials supplied under this specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.

##### (b) Products

###### (i) Waste Receptacle:

Waste receptacle shall be "Metal Slat Trash Receptacle", as per SCD-119, Product # 52501062.

##### (c) Contact

Bill Dowbyhuz  
Supervisor of Central Repair/Manufacturing Facility  
City of Winnipeg  
Fleet Management Agency Division  
Public Works Department  
215 Tecumseh St  
Winnipeg, MB R3E 3S4  
Telephone No. (204) 986-5505  
Facsimile No. (204) 986-1248

### E3.6.3

#### Construction Methods

##### (a) General

- (i) Fit and ship assemble in largest practical section, for delivery to Site.
- (ii) Supports shall be a minimum 300mm below ground, set in the centre of the hole. Backfilled crushed limestone down shall be crowned or domed to shed water.
- (iii) All exposed welds shall be ground smooth and flush with adjacent finished surfaces.

##### (b) Waste Receptacles

- (i) Waste receptacles shall be set into concrete bases in locations as noted on the plan or as directed by the Contract Administrator and in accordance with the manufacturer's instructions. The waste receptacle units shall be secure and level.

### E3.7 Wooden Bollards

#### E3.7.1

##### Description

- (a) This specification shall cover the supply and installation of Wooden bollards. The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work as shown on the drawings and specified herein.

#### E3.7.2

##### Materials

##### (a) General

- (i) All materials supplied under this specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.

##### (b) Products

- (i) Wooden bollard:  
Wooden bollard shall be as per Detail 6/R.3.

### E3.7.3 Construction methods

#### (a) General

- (i) All posts shall be thoroughly tamped and earth mounded approx. 100mm at each post for future settling. Surplus earth to be disposed of along boundary line.
- (ii) fence posts are to follow the natural contour of the land except for small undulations which would tend to reduce the aesthetic appearance of the finished project.
- (iii) All posts shall be plumb and true to vertical.

### E3.8 Site Restoration

#### E3.4.1 Description

- (a) Total Performance of the work shall not be attained until the Contractor has cleaned up the Site and has removed all tools, equipment, waste, debris and surplus foundation earth to the satisfaction of the Contract Administrator. Unless otherwise specified, the Contractor shall restore all areas of the site beyond the established limit of work, which have been disturbed by the Contractor's operations to as good as or better than the original condition to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this work.
- (b) Sod and Topsoil (repair to damaged areas): The Contractor shall install mineral sod and a minimum 100mm compacted thickness of topsoil, as required, and in accordance with CW 3510-R8 and CW 3540.

### E3.9 Existing Services and Utilities

#### E3.9.1 Description

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

### E3.10 Damage to Existing Structures, Trees and Property

- E3.10.1 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.

- E3.10.2 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing park trees within the limits of the construction area:
- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment within 2 metres of trees.
  - (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2400 wood planks, or suitable protected as approved by the Contract Administrator.
  - (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, where 1 inch diameter equals 1 foot measured from the outside edge of the trunk of the tree at 6 inches above grade. 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.
- E3.10.3 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his/her designate.
- E3.10.4 No separate measurement or payment will be made for the protection of trees.
- E3.11 Maintenance Kits
- E3.11.1 All play equipment shall include the supply of maintenance kits. Maintenance kits shall include maintenance manuals, complete manufacturer's parts lists, touch-up paint, PVC repair paint, 10% extra of each bolt, washer and any other hardware utilized on the play equipment, and all special tools necessary for assembly and maintenance.