



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 592-2018

DIPLOMAT TOT LOT PLAYGROUND REDEVELOPMENT

Note to Proponents: Please be aware of revisions to B8.5 & B16.3

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Prices	4

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	1
B6. Addenda	2
B7. Substitutes	2
B8. Proposal Submission	3
B9. Proposal (Section A)	4
B10. Prices	4
B11. Design Drawings	5
B12. Component Descriptions	5
B13. Disclosure	5
B14. Conflict of Interest and Good Faith	5
B15. Qualification	6
B16. Opening of Proposals and Release of Information	7
B17. Irrevocable Offer	7
B18. Withdrawal of Offers	8
B19. Interviews	8
B20. Negotiations	8
B21. Evaluation of Proposals	8
B22. Award of Contract	10

PART C - GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	1
D5. Contractor's Supervisor	1
D6. Ownership of Information, Confidentiality and Non Disclosure	2
D7. Notices	2

Submissions

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

Schedule of Work

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

Control of Work

D19. Job Meetings	5
D20. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	6
D21. The Workplace Safety and Health Act (Manitoba) – Qualifications	6
D22. Plant and Materials	6
D23. Safety	6
D24. Site Cleaning	6
D25. Inspection	7
D26. Deficiencies	7

Measurement and Payment

D27. Payment	7
--------------	---

Warranty

D28. Warranty	7
Form H1: Performance Bond	8
Form H2: Irrevocable Standby Letter of Credit	10
Form J: Subcontractor List	12

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Existing Services and Utilities	1
E3. Access To Site	1
E4. Permits, Notices, Licenses, Certificates, Laws and Rules	1
E5. Damage to Existing Structures, Trees and Property	2
E6. Pedestrian Safety And Traffic Management	3
E7. Protection of the Survey Infrastructure	3
E8. Site Restoration	3
E9. Site Enclosures	4

Site Development

E10. Soil and Sod	4
E11. Granular Path Restoration	5

Play Equipment

E12. Play Equipment	6
E13. Foundations	8
E14. Replacement of Subsurface Drainage and Filter Fabric	9
E15. Protective Surfacing	10
E16. Maintenance Kits	11

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 DIPLOMAT TOT LOT PLAYGROUND REDEVELOPMENT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 9, 2018.

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

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

B3. SITE INVESTIGATION

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

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 If the Proponent finds errors, discrepancies or omissions in the proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

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

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

B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

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

B7. SUBSTITUTES

- B7.1 The Work is based on the 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 his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.

- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B21.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
- B8.2 The Proposal should also consist of the following components:
- (a) Design Drawings in accordance with B11;
 - (b) Component Description, in accordance with B12;
- B8.3 Further to B8.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.4 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 Proponents should submit one (1) unbound 11” x 17” original (marked “original”) including drawings and six (6) copies (copies can be in any size format) for sections identified in B8.1 and B8.2.**
- B8.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B8.7 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.8 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Proponent's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B8.8.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid

Opportunity number, the Proponent's name and address, and an indication that the contents are part of the Proponent's Bid Submission.

B8.9 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204-949-1178.

B8.9.1 The Proponent is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B8.10 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).

B8.10.1 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B9. PROPOSAL (SECTION A)

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

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

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

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

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

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

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

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

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

B10. PRICES

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

- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. DESIGN DRAWINGS

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

B12. COMPONENT DESCRIPTIONS

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

B13. DISCLOSURE

- B13.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B13.2 The Persons are:
- (a) N/A

B14. CONFLICT OF INTEREST AND GOOD FAITH

- B14.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
 - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to

the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

- B14.3** In connection with its Proposal, each entity identified in B14.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B14.4** Without limiting B14.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B14.5** Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
 - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B14.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B15. QUALIFICATION

- B15.1** The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B15.2** The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information

Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>.

- B15.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) have a valid Canadian Certified Playground Inspector.
- B15.4 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.
- B15.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.
- B15.6 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. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B16.1 Proposals will not be opened publicly.
- B16.2 After award of Contract, the name(s) of the Proponents and the Contract amount of the successful Proponent and their address(es) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.
- B16.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B17. IRREVOCABLE OFFER

- B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

- B18.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B18.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B18.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.
- B18.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B19. INTERVIEWS

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

B20. NEGOTIATIONS

- B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B20.3 If, in the course of negotiations pursuant to B20.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

- B21.1 Award of the Contract shall be based on the following evaluation criteria:
- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: **(pass/fail)**
 - (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: **(pass/fail)**
 - (c) Total Bid Price; **10 points**

(d) Design Drawings/Component Descriptions **90 points**

- B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B21.4 Further to B21.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B21.4.1 Further to B21.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B21.4.2 Further to B21.1(c), the Award Authority may reject a Bid as being non-responsive if it exceeds the budget as shown on Form B: Prices.
- B21.4.3 The Total Bid Price shall be evaluated with a weighing of 10 points out of a total of 100 possible points. As such, the lowest Proponent shall receive the full 10 points, and the second lowest Proponent and subsequent Proponents shall be pro-rated accordingly.
- B21.5 Further to B21.1(d) Design Drawings/Component Descriptions shall be evaluated with a weighting of 90 points out of a total of 100 possible points as per B11 and B12.
- B21.5.1 The Design shall be evaluated on the following criteria:
- (a) compliance with CSA Standards (**pass/fail**);
 - (b) play value (**maximum 42 points**):
 - (i) **10 points** – Gross Motor Play Experience(s) (Climbing, balancing, etc.);
 - (ii) **8 points** - Provides opportunities for appropriate social / interpersonal interaction and co-operative play;
 - (iii) **8 points** – Imaginative/ Cognitive Play Component(s), including fine motor skills;
 - (iv) **6 points** – Sliding Component(s) for 5-12 year old;
 - (v) **10 points** – Uniqueness of components as compared to similar playground components within walking distance (400m) of the park as per E 12.4(d).
 - (c) Designed for inclusive play using Universal Design principles – Accessible Play Area only (**maximum 12 points**):
 - (i) Complies with section 2.3.5 of the 2010 City of Winnipeg Accessibility Design Standards (www.winnipeg.ca/ppd/Universal_Design.stm)(pass/fail);
 - (ii) **6 points** – Provision of tactile and auditory play experiences;
 - (iii) **3 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 23 points**):
 - (i) **5 points** – Flow and relationship between play area activities;
 - (ii) **5 points** - Layout/orientation of components on Site and in relation to seating areas;
 - (iii) **5 points** - Orientation to provide good visibility to play area from adjacent road
 - (iv) **5 points** – Efficient use of space within and between elements;
 - (v) **3 points** - Slide orientation – north or east.

- (e) Durability (**maximum 10 points**):
 - (i) **10 points** Use of durable/tamper-resistant materials, low maintenance finishes and connector systems and ease of repair/replacement of the products used with the playground area.
- (f) Drawing and Design Submission Clarity (**maximum 3 points**):
 - (i) **1 point** – Drawing Submission including complete Site Plan, clearly showing the location of all play equipment, play edging, pathways and seating areas.
 - (ii) **2 points** – Clarity of drawings, supportive imagery and literature that serve to effectively communicate the intent of the play structures design and function.

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

B22. AWARD OF CONTRACT

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

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

B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:

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

B22.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.

B22.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

B22.4 The City may, at its discretion, award the Contract in phases.

B22.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.

B22.5.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.

B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).

B22.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.

B22.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Contractor will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of installation of play equipment and surfacing.

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

- (a) Play equipment;
- (b) Engineered wood fibre safety surfacing and drainage; and
- (c) Sodding.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**CW**" means current City of Winnipeg Standard Construction Specification;
- (b) "**SD**" means current City of Winnipeg Standard Construction Detail;
- (c) "**SCD**" means City of Winnipeg Parks Planning Standard Construction Detail Drawings;

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Nadia Selby
Technologist 1

Telephone No. 204 204.451.4608
Email address: nselby@winnipeg.ca

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4.3 Bids Submissions must be submitted to the address in B8.

D5. CONTRACTOR'S SUPERVISOR

D5.1 Further to C6, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.

D5.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2.1 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.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D6.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D7. NOTICES

- D7.1 Notwithstanding C23.2.2, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following:
- The City of Winnipeg
Attn: Chief Financial Officer
Office of the Chief Administrative Officer
Susan A. Thompson Building
2nd Floor, 510 Main Street
Winnipeg MB R3B 1B9
- D7.2 **Bids Submissions must not be submitted to this address. Bids must be submitted in accordance with B8.**

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 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.

D9. SAFE WORK PLAN

- D9.1 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.
- D9.2 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. INSURANCE

- D10.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) all risks installation floater, carrying adequate limits to covers all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, **referencing the Bid Opportunity number and/or the Scope of Work D2 and Specifications PART E - to be performed**, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D10.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D10.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D11. PERFORMANCE SECURITY

D11.1 If the Contract Price exceeds one hundred thousand dollars (\$100,000.00), 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.

D11.1.1 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.

D11.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award and prior to the commencement of any Work on the Site.

D12. SUBCONTRACTOR LIST

D12.1 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.

D13. DETAILED WORK SCHEDULE

- D13.1 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.
- D13.2 Detailed Work Schedule shall consist of the following dates:
- (a) Start date;
 - (b) Removal and stockpiling of existing safety surfacing & drainage layer;
 - (c) Repair of sub-surface drainage & filter fabric (if required);
 - (d) Installation of play equipment;
 - (e) Re-installation of safety surfacing;
 - (f) Installation of new 50mm thick Engineered Wood Fibre safety surfacing;
 - (g) Installation of soil and sod; and
 - (h) Expected completion.
- D13.3 Other milestone dates appropriate to this project should also be included to make the Contract Administrator aware of them.

SCHEDULE OF WORK

D14. COMMENCEMENT

- D14.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D14.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D9;
 - (iv) evidence of the insurance specified in D10;
 - (v) the Subcontractor list specified in D12; and
 - (vi) the Detailed Work Schedule specified in D13.
 - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D14.3 The Contractor shall order play equipment and submit information to the Contract Administrator within seven (7) Working Days of receipt of the letter of intent.**
- D14.4 The Contractor shall Commence the Work on the Site within forty two (42) Calendar Days of Receipt of the Letter of Intent

D15. SUBSTANTIAL PERFORMANCE

- D15.1 The Contractor shall achieve Substantial Performance within ten (10) consecutive Working Days of the commencement of the Work as specified in D14.
- D15.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.

D15.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D16. TOTAL PERFORMANCE

D16.1 The Contractor shall achieve Total Performance within fifteen (15) consecutive Working Days of the commencement of the Work as specified in D14.

D16.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.

D16.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D17. LIQUIDATED DAMAGES

D17.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City five hundred dollars (\$500) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.

D17.2 The amount specified for liquidated damages in D17.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.

D17.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D18. SCHEDULED MAINTENANCE

D18.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

(a) Soil and Sod as specified in E10;

D18.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

CONTROL OF WORK

D19. JOB MEETINGS

D19.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

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

D20. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

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

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

D21.1 The Contractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance.

D22. PLANT AND MATERIALS

D22.1 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.

D23. SAFETY

D23.1 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.

D23.2 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.

D23.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work.
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated;

D24. SITE CLEANING

D24.1 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.

D24.1.1 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.

D24.1.2 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.

D25. INSPECTION

- D25.1 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.
- D25.2 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.

D26. DEFICIENCIES

- D26.1 Further to C11, the Contract Administrator may order the Contractor to alter or improve his methods, to increase or improve his Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

MEASUREMENT AND PAYMENT

D27. PAYMENT

- D27.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D28. WARRANTY

- D28.1 Warranty is as stated in C13.

FORM H1: PERFORMANCE BOND
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

RFP NO. 592-2018

DIPLOMAT TOT LOT PLAYGROUND REDEVELOPMENT

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

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

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

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D11)

(Date)

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

RE: PERFORMANCE SECURITY – RFP NO. 592-2018
DIPLOMAT TOT LOT PLAYGROUND REDEVELOPMENT

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
D.22-C	Removals & Site Access
D.22-D	Proposed Layout
D.22-E	Existing Play Equipment
SD-243	Sodding Details
SCD - 645	Park Path Crushes Limestone

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 his/her 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 he/she shall be responsible for all damage resulting from his/her Work on private property.
- E3.3 Refer to drawing "D.22-C Removals & Site Access" for site access into Diplomat Tot Lot.**

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

- E4.1 Further to C6.12, the Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of same before proceeding with the Work, and pay any cost attached to the inspection of such plans.
- 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 his/her 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 his/her designate.
- E5.4 No separate measurement or payment will be made for the protection of trees.
- E5.5 The Contractor shall take all necessary precautions to protect the concrete sidewalks and curbs. 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.

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 he/she is working near them. Any damage caused by the negligence of the Contractor or his/her Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by him at his/her own expense, to the satisfaction of the Contract Administrator.
- 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 its 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.
- E7.5 The project has been cleared for survey monuments. The Geomatics Cleared Job Number is 25922.

E8. SITE RESTORATION

- E8.1 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all tools, equipment, waste, debris and surplus foundation earth to the satisfaction of the Contract Administrator. Unless otherwise specified, the Contractor shall restore all areas of the Site beyond the established limit of Work, which have been disturbed by the Contractor's operations to as good as or better than the original condition to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this Work. This shall include, but is not be limited to:
- (a) Soil and Sod for the site access restoration;
 - (b) Granular Path Restoration; and
 - (c) Poured in Place Concrete Edging Restoration.

E8.2 Method of Measurement and Basis of Payment

E8.2.1 Method of Measurement shall be as follows:

- (a) Soil and Sod restoration shall be measured on a square metre basis for: "Supply and Install Topsoil and Sod" on Form B: Prices.
- (b) Granular Path restoration shall be measured on a square metre basis for: "Supply and Install Topsoil and Sod" on Form B: Prices.
- (c) No measurement shall be made for Poured in Place Concrete Edging Restoration as this item is incidental to the work herein.

E8.2.2 Basis of Payment shall be as follows:

- (a) Soil and Sod will be paid for at the Contract Unit Prices on Form B: Prices. The amount to be paid for shall be the total number of units, measured as specified herein, which price shall be for 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) Granular Path Restoration will be paid for at the Contract Unit Prices on Form B: Prices. The amount to be paid for shall be the total number of units, measured as specified herein, which price shall be for 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.
- (c) No payment will be made for the Poured in Place Concrete Edging Restoration as this item is incidental to the work herein.

E9. SITE ENCLOSURES

- E9.1 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.
- E9.2 Site enclosures shall be considered incidental to the Contract Work.
- E9.3 The entire play area shall be closed off to the public during construction.

SITE DEVELOPMENT

E10. SOIL AND SOD

E10.1 Description

- E10.1.1 This specification shall amend and supplement CW 3510, CW 3520, CW 3540, and SD-243 and cover the supply and installation of new topsoil and sod.
- E10.1.2 The Work to be done by the Contractor under this specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to satisfactory performance and completion of all Work as shown on the Drawings as specified herein.
- E10.1.3 Damaged areas: Restoration of damaged areas other than the locations as outlined on the drawings and confirmed onsite at the pre-construction meeting shall be incidental to the Work. No separate payment shall be made. Restoration shall be achieved using topsoil and sod unless otherwise directed by the Contract Administrator.

E10.2 Materials

- E10.2.1 All materials supplied under this specification shall be as per CW 3510, CW 3520 and CW 3540.

E10.3 Construction Methods

- E10.3.1 The Contractor shall install mineral sod and a **minimum** 75 mm compacted thickness of topsoil, as required bringing up level of finished grade as necessary as per SD-243.
- E10.3.2 The Contractor shall install topsoil and sod over all graded areas including; around the perimeter of new play area.
- E10.3.3 Areas to be sodded are to be laid out on Site and approved by the Contract Administrator before commencing Work.
- E10.3.4 Work outside the limit approved by the Contract Administrator will not be measured and will not be paid for under this section but considered incidental to the Work. Such incidental items that will not be measured include but are not limited to topsoil and sod placed at the edge of new paving. Incidental Site restoration shall conform to the same Specifications.
- E10.3.5 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.
- E10.3.6 Restoration shall be achieved using topsoil and sod unless otherwise directed by the Contract Administrator.

E10.4 Maintenance Period

- E10.4.1 Thirty (30) day maintenance period on sod will commence at Total Performance and acceptance.
- E10.4.2 Cleaning as per **D24**.

E10.5 Method of Measurement and Basis of Payment

- E10.5.1 Method of Measurement shall be as follows:
- (a) Soil and Sod will be measured on a square metre basis for:
 - (i) "Supply and Install Topsoil and Sod" on Form B: Prices.
- E10.5.2 Basis of Payment shall be as follows:
- (a) Soil and sod will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E11. GRANULAR PATH RESTORATION

E11.1 Description.

- E11.1.1 This Specification shall amend and supplement the City of Winnipeg Specification CW 3110. The Work to be done by the Contractor under this Specification shall cover all phases of supply and placement of crushed limestone surfacing materials necessary to install a Granular Path and Seating Areas as shown on Drawings.

E11.2 Materials

- E11.2.1 The materials of the Granular Path and Seating Areas shall be as per Drawing SCD-645, "Park Path Crushed Limestone."

E11.3 Construction Method

- E11.3.1 The Work included in the restoration of the Granular Path shall include:
- (a) Excavation as necessary as per damaged granular area.
 - (b) Subgrade to be compacted.

- (c) All granular base coarse shall be placed and compacted to the finished thickness as specified on the drawings.
- (d) Base Coarse and Capping Coarse shall be compacted to a minimum of ninety five percent (95%) of Standard Proctor Density.

E11.4 Method of Measurement and Basis of Payment

E11.4.1 Method of Measurement shall be as follows:

- (a) Granular Path Restoration shall be measured on a square metre basis for: "Supply and Install Granular Path Restoration" on Form B: Prices.

E11.4.2 Basis of Payment shall be as follows:

- (a) Granular Path Restoration shall be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for excavation, subgrade compaction, supply and installation of base coarse and top coarse, 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.

PLAY EQUIPMENT

E12. PLAY EQUIPMENT

E12.1 This specification shall cover the supply and installation of the Play Equipment in accordance with E1.1 Applicable Specifications and Drawings.

E12.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work in accordance with E1.1 Applicable Specifications and Drawings.

E12.3 The Contractor shall obtain all approvals including permit if required.

E12.4 **Before ordering play equipment, the Contractor must ensure the proposed play equipment and fall zones will fit within the existing play area or plan for an extension of the play area, at no cost to the contract.**

E12.5 Play Area:

- (a) Play equipment designed for children ages 5-12. Play equipment shall provide the following play activities:
 - (i) Sensory & Imaginative Play;
 - (ii) Climbing; and
 - (iii) Sliding.
- (b) The design submission shall be evaluated as per B19.
- (c) If a playstructure is proposed, it shall include 1 (one) transfer station for access of adult caregiver or reduced mobility access;
- (d) Further to B21.5.1(b)(v), which reads, "uniqueness of components as compared to similar playground components within walking distance (400m) of the park". The play equipment within walking distance (400m) of the Park is:
 - (i) Attache Park – 50 Ambassador Row

E12.6 If colour is a feature of posts, top caps and panels, the Contract Administrator shall have the ability to modify specified colours from the proposed design after Contract Award. If the price of the equipment in the Bid Submission is subject to the colours of the proposed design, this shall be indicated in the Bid Submission.

E12.7 Components which are **unacceptable** are the following:

- (a) Wooden structures;
- (b) Tube (enclosed) slides and enclosed crawl tubes;
- (c) Play panels with many small moving parts;
- (d) Talk Tubes;
- (e) Barrel rollers;
- (f) Dish swings; and
- (g) Large number of plastic components.

E12.8 Components which are generally not accepted but may be considered are the following:

- (a) Cable rides;
- (b) Sand diggers;
- (c) Merry-go-rounds; and
- (d) Tire Swings.

E12.9 Playstructures

E12.9.1 General Description

- (a) If a Playstructure is specified, this specification shall cover the supply and installation of it.
- (b) Play equipment shall be installed in the play areas as shown on the attached Drawing. The play equipment and their safety zones should fit into the proposed play areas. Efficiency and good use of space will be considered in the evaluation of submissions.

E12.9.2 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 (if applicable)
 - (i) All decks shall be manufactured from vinyl-coated perforated steel or a steel core composite. Deck heights may vary to a maximum height of 1830 mm (6'-0").
- (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.
- (e) Hardware
 - (i) All fasteners shall be socketed and tamper proof in design and requiring special tool
 - (ii) Hardware shall either be carbon steel plated with zinc/nickel and iridescent chromate finish or stainless steel.
 - (iii) All necessary hardware shall be provided.
- (f) Poly Components
 - (i) Poly components such as slides and hoods shall be fabricated from U.V. stabilized rotationally 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) Each play structure shall have kick plates and hand loops as required to meet the current version of the Canadian Standards Association (CSA) Standards.

E12.9.3 Installation

- (a) Play equipment shall be installed as per manufacturer's specifications and in accordance with the most recent Canadian Standards Association Standards within the designated play equipment area on the drawings.
- (b) All posts and other vertical items shall be plumb and true to vertical, if so designed.
- (c) One play equipment installer on site, at minimum, must be a valid Canadian Certified Playground Inspector.**
- (d) All decks shall be level, if so designed.

E12.10 Cleaning as per **D24**.

E12.11 Method of Measurement and Basis of Payment

E12.11.1 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 (5-12 years) and Independent Panels", on Form B: Prices

E12.11.2 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. 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.

E13. FOUNDATIONS

- E13.1 All play 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 – Concrete Underground Structures and Works, is to be utilized in the installation of the concrete works for all below ground components.

E13.2 The Work to be done by the Contractor under this specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to satisfactory performance and completion of all Work as shown on the Drawings as specified herein.

E13.3 Materials

E13.3.1 The specific concrete requirements shall be:

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

E13.4 Installation

E13.4.1 Contractor shall notify the Contract Administrator at least 48 hours prior to installation of concrete, so that footings may be inspected in advance of concrete being poured.

E13.4.2 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 50 mm (2") concrete at any point around the post.

E13.4.3 Play Equipment posts shall have a minimum 300mm (12") diameter concrete footing and shall be centered in the concrete footing to provide a minimum 50mm (2") band of concrete on all sides.

E13.4.4 All concrete footings for play equipment shall be a minimum of 914mm (3'-0") depth, or in accordance with Manufacturer's specifications, whichever is greater.

E13.4.5 Work under this section is considered incidental to the installation of Play Equipment.

E13.5 Method of Measurement and Basis of Payment

E13.5.1 Method of Measurement and Basis of Payment shall be as follows:

- (a) No separate measurement or payment will be made for the removal of existing foundations and all work associated with the removal shall be considered incidental to the cost of "Supply and Install Play Equipment and Independent Panels"
- (b) No separate measurement or payment will be made for the Installation of New Foundations and all Work associated with the installation shall be considered incidental to the cost of "Supply and Install Play Equipment and Independent Panels"

E14. REPLACEMENT OF SUBSURFACE DRAINAGE AND FILTER FABRIC

E14.1 Description

E14.1.1 This specification will supplement E15E15 Protective Surfacing.

E14.2 Construction Methods

E14.2.1 All damaged portions of existing granular drainage layer and filter fabric shall be removed to the satisfaction of the Contract Administrator, New subsurface drainage and filter fabric shall be installed in place of the damaged portions and tied into the existing drainage system.

E14.2.2 Filter fabric must be cut and fit around playground equipment footings and overlap seams by 300mm.

E14.3 Method of Measurement and Basis of Payment

- (a) No separate measurement shall be made for filter fabric and drainage layer repair and all work associated with the repair and installation shall be considered incidental to the cost of "Remove, stockpile & re-install existing drainage system & existing engineered wood fibre safety surfacing".
- (b) No separate payment shall be made for filter fabric and drainage layer repair and all work associated with the repair and installation shall be considered incidental to the cost of "Remove, stockpile & re-install existing drainage system & existing engineered wood fibre safety surfacing".

E15. PROTECTIVE SURFACING

E15.1 Description

E15.1.1 This specification shall cover the relocation of existing Wood Fibre to install new play equipment and the supply and installation new Wood Fibre protective surfacing to top up the entire play area, including installation of mats beneath the new slides.

E15.2 Materials

- (a) Wood Fibre product shall be Wood Carpet products or substitute acceptable to Contract Administrator and in accordance to B7.
- (b) Wood Fibre surfacing shall be supplied by an authorized distributor and delivery slips and/or a warranty certificate from an authorized supplier are to be submitted to the Contract Administrator prior to installation.
 - (i) Contact for Woodcarpet:
Zeagar Bros. Inc.
4000 East Harrisburg Pike, Middletown, PA 17057, USA
Phone: 1-888-346-8524 or 717-944-7481 .
Fax: 717-944-7681
Email: sales@zeager.com
 - (ii) Wood Fibre surfacing shall include wood fibre, filter cloth, subsurface drainage system and mats for bottom of slides.
- (c) Mats are to be installed directly on top of the geotextile fabric and secured in place with two (2) duckbill anchors per mat

E15.3 Construction Methods

- (a) Existing Wood Fibre shall be relocated within the play area to allow for the installation of new play equipment. No separate measurement or payment will be made for the temporary relocation of existing wood fibres.
- (b) The installation of the Wood Fibre shall be done immediately after the play equipment has been installed.
- (c) Mats shall be installed beneath new slide(s).
- (d) The existing Wood Fibre shall be put back into place, any areas found to be burnt, shall be removed and legally disposed of offsite.
- (e) The entire play area shall be topped up with a minimum of 50mm compacted new Wood Fibre, to ensure for a minimum total depth of compacted Wood Fibre of 200mm throughout the play area.

- (f) 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.

E15.4 Method of Measurement and Basis of Payment

E15.4.1 Method of Measurement shall be as follows:

- (a) "Remove, stockpile and re-install existing drainage system and existing engineered wood fibre safety surfacing" will be measured on a cubic meter basis. The work to be paid for shall be the total number of cubic meters placed in accordance with this Specification and as measured, in the field, and accepted by the Contract Administrator.
- (b) "Supply and Install Wood Carpet (50mm thick) engineered wood fibre safety surfacing over entire play surface area" will be measured on a cubic meter basis. The work to be paid for shall be the total number of cubic meters placed in accordance with this Specification and as measured, in the field, and accepted by the Contract Administrator.

E15.4.2 Basis of Payment shall be as follows:

- (a) Existing Engineered Wood Fibre Protective Surfacing will be paid for at the Contract Unit Price for "Remove, stockpile and re-install existing drainage system
- (b) & existing engineered wood fibre safety surfacing", which price shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the work included in this Specification.
- (c) New Engineered Wood Fibre Protective Surfacing will be paid for at the Contract Unit Price for "Supply and Install Wood Carpet (50mm thick) engineered wood fibre safety surfacing over entire play surface area", which price shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the work included in this Specification.

E16. MAINTENANCE KITS

E16.1 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.

E16.2 Maintenance Kits to be handed over to CA at Total Performance.

E16.3 Method of Measurement and Basis of Payment

E16.3.1 Method of Measurement shall be as follows:

- (a) No separate measurement shall be made for Maintenance Kits.

E16.3.2 Basis of Payment shall be as follows:

- (a) No additional payment shall be made for Maintenance Kits.