



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 196-2014

WEST KILDONAN COMMUNITY CENTRE SPRAY PAD

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 WEST KILDONAN COMMUNITY CENTRE SPRAY PAD

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 8, 2014.

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

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

B3. SITE INVESTIGATION

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

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at a Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B4. ENQUIRIES

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

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

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

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

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

B5. CONFIDENTIALITY

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

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

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

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B6.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.2.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

- B7.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B18.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B7.10 Notwithstanding B7.2 to B7.9, and in accordance with B8.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B18.1(a).

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Design Drawings and Component Descriptions as per B12;
 - (d) Project Work Plan as per B13; and
 - (e) Systems Integration as per B14.
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B8.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg, MB R3B 1J1
- B8.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B8.6 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B18.1(a).

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

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

B8.8.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B9. BID

B9.1 The Bidder shall complete Form A: Bid, making all required entries.

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

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

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

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

B9.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

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

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

B9.4.2 All signatures shall be original.

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

B10. PRICES

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

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

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

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

B11. QUALIFICATION

B11.1 The Bidder shall:

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

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

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

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

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

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

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

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

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

B12. DESIGN DRAWINGS AND COMPONENT DESCRIPTIONS

- B12.1 The Bidder shall submit drawings that show the proposed design of the spray pad, clearly demonstrating the layout of features and how they relate to the site. A written description of the design rationale shall be included.
- B12.2 Design Drawings and Component Descriptions shall include at a minimum:
- (a) A plan of the spray pad clearly showing the location and orientation of all spray components within the context of the site plan including:
 - (i) component spray zones,
 - (ii) manifold location,
 - (iii) drain location(s), and
 - (iv) schematic of site services and any modifications, relocations and connections;
 - (b) Perspective sketches, renderings, sections, details and other graphic representations sufficient to illustrate the proposed design;
 - (c) An itemized list of proposed spray components with a legend that relates them to their graphic representation on the plan; and
 - (d) Component descriptions and/or cut sheets outlining specifications of spray components.
- B12.3 Drawings shall be submitted in a printed format no greater than tabloid size (11"x17").
- B12.4 Text on printed drawings shall be no less than 8 pt. size.

B13. PROJECT WORKPLAN

- B13.1 The Bidder shall submit a project work plan that clearly demonstrates the Bidder's understanding of the Work, including a methodology to undertake the Work and a schedule for delivering a fully operational and commissioned spray park by the construction deadline.
- B13.2 The Project Work Plan shall include at a minimum:
- (a) A detailed methodology demonstrating the Bidder's thorough knowledge of the project and the desired deliverables from design and permitting to construction, including a description of the commissioning process and the training being proposed;
 - (b) A list or chart of key personnel involved in the project, including all subcontractors, detailing roles and responsibilities and who shall be reporting to whom; and
 - (c) A detailed project schedule including but not limited to:
 - (i) a timeframe for drawings and permitting,
 - (ii) a timeframe for spray component delivery,
 - (iii) all construction operations, and
 - (iv) all critical dates and milestones.
 - (v) Subcontractor coordination shall be clearly demonstrated in the project schedule. All subcontractors must sign off on the proposed schedule to demonstrate that they have agreed to undertake the Work and can do so in the allotted timeframe. Subcontractors can either sign next to their respective place in the schedule or submit a letter acknowledging said information. The letter(s) can be appended at the end of the proposal.

B14. SYSTEMS INTEGRATION

- B14.1 The Bidder shall submit:
- (a) Civil, Mechanical and Electrical system schematics developed in sufficient detail to describe the intended operation of the spray pad. Schematics must include a process flow diagram of the project;

- (b) Daily water usage and wastewater flow projections for the proposed design based on a six-hour day. Refer to daily maximums as well as reduced flow rates for proposed sequencing; and
- (c) A maintenance schedule and anticipated maintenance costs associated with the spray pad features being proposed.

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

- B15.1 Bids will not be opened publicly.
- B15.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B15.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B15.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B16. IRREVOCABLE BID

- B16.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B16.2 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.

B17. WITHDRAWAL OF BIDS

- B17.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
 - B17.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
 - B17.1.2 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.
 - B17.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
 - (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Bid withdrawn.
- B17.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B16.2 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.

B18. EVALUATION OF BIDS

- B18.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity or acceptable deviation there from (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
 - (c) Total Bid Price (10 points);
 - (d) Design Drawings and Component Descriptions (50 points);
 - (e) Project Work Plan (20 points);
 - (f) System Integration (20 points); and
 - (g) economic analysis of any approved alternative pursuant to B7.
- B18.2 Further to B18.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B18.3 Further to B18.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B18.4 Further to B18.1(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.
- B18.4.1 Further to B18.1(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.
- B18.4.2 Further to B18.1(c), the award authority may reject a Bid as being non-responsive if it exceeds the budget shown on Form B: Prices.
- B18.4.3 The Total Bid Price shall be evaluated with the weighing of 10 points out of a 100 possible points. As such, the lowest Bidder shall receive the full 10 points, and the second lowest Bidder and subsequent Bidders shall be pro-rated accordingly.
- B18.5 Further to B18.1(d), the Design Drawings and Component Descriptions shall be evaluated with a weighting of 50 points out of a total of 100 possible points.
- B18.5.1 The Design Drawings and Component Descriptions shall be evaluated on the following criteria:
- (a) The diversity of play components and play experiences on the spray pad, and in the wading pool if applicable, (15 points);
 - (b) The design aesthetic, including the implementation of a unique, consistent and appropriate theme if a theme is deemed part of the proposal (10 points);
 - (c) The layout of play components in relation to each other and as organized on the spray pad. Implementation of appropriate age zones if age zones are deemed part of the proposal (15 points); and
 - (d) The quality, durability and warranty of materials (10 points).
- B18.6 Further to B18.1(e), the Project Work Plan shall be evaluated with a weighting of 20 points out of a possible 100 points.
- B18.6.1 The Project Work Plan shall be evaluated on the following criteria:
- (a) The project delivery methodology (10 points);
 - (b) The proposed project schedule (5 points); and
 - (c) Contractor and Subcontractor experience and acknowledgment (5 points).

B18.7 Further to B18.1(f), the Systems Integration shall be evaluated with a weighting of 20 points out of a possible 100 points.

B18.7.1 The Systems Integration shall be evaluated on the following criteria:

- (a) Clarity and completeness of Mechanical and Electrical system schematics (12 points);
- (b) Daily water usage and wastewater flow projections (5 points); and
- (c) Maintenance schedule and anticipated maintenance costs (3 points).

B19. AWARD OF CONTRACT

B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B19.2 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.

B19.2.1 Without limiting the generality of B19.2, 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.

B19.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.

B19.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

B19.4 Notwithstanding C4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B19.5 The Contract, as defined in C1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the construction of a fully functioning spray pad including all piping and fixtures, pavement works and related landscaping, as well as associated civil, mechanical and electrical work.

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

- (a) Removal of concrete and asphalt paving, fencing and other appurtenances;
- (b) Design and construction of a straight-to-drain spray pad, including but not limited to all associated fixtures, drains, piping, electrical works and pavement, complete with all required permitting;
- (c) Supply and installation of concrete spray basin;
- (d) Supply and installation of new chain link and wood rail fencing;
- (e) Supply and installation of benches;
- (f) Site restoration; and
- (g) Commission works.

D3. CONTRACT ADMINISTRATOR

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

David Wagner
Landscape Architect

Telephone No. 204 452-2426
Email address: dwagner@dwla.ca

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

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

D4. CONTRACTOR'S SUPERVISOR

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

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

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

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

- D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. NOTICES

- D6.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the email address identified in D3.1.
- D6.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
- The City of Winnipeg
Chief Financial Officer
Facsimile No.: 204 949-1174
- D6.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:
- The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

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

D8. SAFE WORK PLAN

- D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D9. INSURANCE

D9.1 The Contractor shall provide and maintain the following insurance coverage:

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

D9.2 Deductibles shall be borne by the Contractor.

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

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

D10. PERFORMANCE SECURITY

D10.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

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

D10.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D10.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D11. SUBCONTRACTOR LIST

D11.1 Further to B13.2(c)(v), the Contractor shall confirm with the Contract Administrator a complete list of the Subcontractors whom the Contractor proposes to engage at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D12. DETAILED WORK SCHEDULE

D12.1 Upon award of Contract, the Bidder shall review the detailed work schedule with the Contract Administrator.

D12.2 The detailed work schedule shall consist of, but not be limited to, the following:

- (a) Final drawing submission,
- (b) Permitting,
- (c) Ordering of spray components,
- (d) Delivery of spray components,
- (e) Start of Work on site;
- (f) Excavation and site preparation,
- (g) Underground, Mechanical, and Electrical,
- (h) Concrete pour(s)
- (i) Installation of spray components,
- (j) Fencing,
- (k) Site Furnishings and site restoration
- (l) Commissioning,
- (m) Substantial Performance,
- (n) Total Performance, and
- (o) All other project milestones.

D12.3 The detailed work schedule shall be updated and re-submitted to the Contract Administrator:

- (a) monthly until the start of Work on site,
- (b) for the Construction start-up meeting, and
- (c) weekly during Construction.

SCHEDULE OF WORK

D13. COMMENCEMENT

D13.1 The Contractor shall not commence any Work until he/she is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.

D13.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D8;
 - (iv) evidence of the insurance specified in D9;
 - (v) the performance security specified in D10;
 - (vi) the Subcontractor list specified in D11; and
 - (vii) the Detailed Work Schedule specified in D12.
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D13.3 The Contractor shall meet with the Contract Administrator to submit the Detailed Work Schedule within seven (7) Working Days of receipt of the Purchase Order.

D13.4 The City intends to award this Contract by April 22, 2014.

D13.4.1 If the actual date of award is later than the intended date, the dates specified for Substantial Performance and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D14. SUBSTANTIAL PERFORMANCE

D14.1 The Contractor shall achieve Substantial Performance by July 24, 2014.

D14.2 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.

D14.3 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.

D15. TOTAL PERFORMANCE

D15.1 The Contractor shall achieve Total Performance by July 31, 2014.

D15.2 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.

D15.3 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.

D16. LIQUIDATED DAMAGES

D16.1 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.

D16.2 The amount specified for liquidated damages in D16.1 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.

D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D17. SCHEDULED MAINTENANCE

D17.1 None

CONTROL OF WORK

D18. JOB MEETINGS

D18.1 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. City and Contract Administrator time required to inspect and administer remedial work carried out by the Contractor to correct deficiencies may be charged back to the Contractor under Liquidated Damages.

- D18.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D19. DRAWINGS AND SPECIFICATIONS

D19.1 The Contractor shall maintain one full size set of Drawings and Specifications on Site at all times during construction. This shall include the Contractor's final design and shop drawings, complete construction details, schematic diagrams and plan and elevation views of the spray pad mechanical system, change orders and any other information pertinent to the construction of the project. The drawings shall be printed in colour if colour is used to convey information.

D19.2 The Contractor shall maintain a set of Record Drawings on Site marking all Changes in Work to be submitted to the Contract Administrator at Total Performance. There shall be no separate payment for Record Drawings but they shall be considered a part of the Commissioning.

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

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

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

D21.1 Further to B11.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B11.4.

MEASUREMENT AND PAYMENT

D22. INVOICES

D22.1 Further to C12, the Contractor shall not be required to submit any invoices.

D23. PAYMENT

D23.1 Further to C12, the Contract Administrator shall prepare monthly and final progress estimate forms.

D23.2 City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D24. WARRANTY

D24.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D24.1.1 For the purpose of Performance Security, the warranty period shall be one (1) year.

- D24.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.
- D24.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

FORM H1: PERFORMANCE BOND
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

BID OPPORTUNITY NO. 196-2014

WEST KILDONAN COMMUNITY CENTRE SPRAY PAD

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

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

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

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

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

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

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

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

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 196-2014
WEST KILDONAN COMMUNITY CENTRE SPRAY PAD

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/matmgmt/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>
L0	Cover Sheet
L1	Existing Conditions Plan
L2	Existing Conditions Photographs
L3	Removals Plan
L4	Development Plan
L5	Layout Plan
L-D1	Landscape Details One
92-302-1	Wading Pool, Plan and Notes
92-302-2	Wading Pool, Pool Sections
92-302-3	Wading Pool, Mechanical

GENERAL REQUIREMENTS

E2. COMPLETE PROJECT

- E2.1 The Contractor is to deliver a complete project including all permits, inspections, demolition/removals, connections, tie-ins, restorations, etc. required to operate and maintain the project.

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

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

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

E4. EXAMINATION OF THE SITE

E4.1 Further to C3.1, prior to commencing actual construction work, the Contractor shall check field conditions, obtain and confirm actual site dimensions, examine surface conditions, etc. as required to ensure correct fabrication and execution of the Work.

E4.2 Information, if shown on the plans or provided in the specifications, related to past works in the area is based on record information which has been, in part, prepared by others. While this information is believed to be reliable, the Contract Administrator cannot assure its accuracy or for any errors or omissions which may have been incorporated as a result. The Contractor is hereby advised to obtain independent verification of accuracy of all information provided before applying it for any purpose.

E4.3 Commencement of construction or any part thereof constitutes acceptance of existing conditions, and means dimensions have been considered, verified and are acceptable.

E4.4 The Contractor shall bear all costs for onsite review and examination.

E5. EXISTING SERVICES AND UTILITIES

E5.1 No responsibility will be assumed by the Owner for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface; the Owner shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.

E6. SITE ACCESS

E6.1 Access to the Site will be determined at the pre-construction meeting. The access shall be provided and maintained by the Contractor at his own expense and approved by the Contract Administrator.

E6.2 The Contractor shall be restricted to the Site access locations and routes only so that there is a minimum of disturbance to the existing ground surface. Damage to areas beyond the marked routes shall be repaired by and at the expense of the Contractor to the satisfaction of the Contract Administrator.

E7. SITE ENCLOSURES

E7.1 Temporary Site enclosures, if determined necessary at the pre-construction meeting, shall be erected and maintained as required for the duration of the construction period.

E7.2 Site enclosures and protection shall be considered incidental to the Contract Work.

E8. CONSTRUCTION FACILITIES AND STAGING

E8.1 The Contractor shall be responsible for providing its own storage and handling of all its construction operations. The use of public right-of-ways will not be allowed.

E9. TEMPORARY UTILITIES

- E9.1 The Contractor shall make his own arrangements in connection with the temporary use of lighting, power, gas, sewer, water or other utilities, and pay all costs in connection therewith.
- E9.2 All necessary permits, fees and other like expenses as well as the cost of temporary connections to existing facilities shall be arranged and paid for by the Contractor.

E10. PROTECTION OF SURVEY INFRASTRUCTURE

- E10.1 Further to CW1130, Section 3.14, the Contractor is responsible for having the Site cleared for survey monuments.

E11. DAMAGE TO EXISTING STRUCTURES AND PROPERTY

- E11.1 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 Sites of the Work. For all damage incurred thereto in the performance of the Work, the Contractor shall upon instructions from and to the satisfaction of the Contract Administrator and the owners thereof, either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to, the Contract Administrator and the owners thereof. The cost of which shall be borne entirely by the Contractor. The Contractor shall also indemnify and save harmless the City and David Wagner Associates Inc. from all claims made directly or indirectly against it in respect to any such damage.

E12. PROTECTION OF EXISTING TREES

- E12.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing trees within the limits of the construction area and adjacent to construction access points:
- (a) Trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2440 mm wood planks, or other suitable protection as approved by the Contract Administrator. Do not use nails or other fasteners that penetrate the tree trunk. The width and length of strapping may be reduced to suit the tree being protected as approved by the Contract Administrator.
 - (b) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches) where 1 inch diameter equals 1 foot measured from the outside edge of the trunk of the tree at 6 inches above grade. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
 - (c) Equipment shall not be operated within the drip line without written permission from the Contract Administrator. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the drip lines of trees. The drip line of a tree shall be considered to be the entire ground surface located directly beneath the tree and radiating out to the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
 - (d) Repair, replace and maintain tree protection materials during construction until the Project completion.
 - (e) Carefully remove safety fencing and strapping material without harming the trees as soon as the construction and restoration Work is complete.

E13. LAYOUT

E13.1 The Contractor is responsible for the layout of all Work. The Contract Administrator shall be advised of the staking of the layout at least twenty-four (24) hours in advance in order that the layout may be inspected and adjusted as required prior to construction.

E14. SAMPLES

E14.1 Samples called for in the Specification or requested by the Contract Administrator shall be submitted within fifteen (15) Calendar Days of request.

- (a) Identify samples with name of project, date, name of Contractor, name of supplier/manufacturer and use of material represented by sample.
- (b) Do not proceed with delivery of materials until samples are reviewed by the Contract Administrator. No deviation is permitted after approval of sample.
- (c) Approval of samples does not imply acceptance of finished Work.
- (d) Where required, submit a range of samples, as may be reasonable.

E15. TEST REPORTS

E15.1 Where required by the Contract Administrator, the Contractor shall provide certified copies of tests upon materials to be used in construction of the Work, indicating that the materials comply with the Specifications.

E15.2 Submit test results to the Contract Administrator within ten (10) Calendar Days of request.

E15.3 All testing costs shall be the responsibility of the Contractor.

E16. HAZARDOUS MATERIALS

E16.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.

DESIGN

E17. DESIGN SERVICES

E17.1 The Contractor's Design Team shall meet the following qualifications:

- (a) Utilize professionals where required by legislation;
- (b) A Professional Engineer registered to practice in the Province of Manitoba shall seal structural, mechanical, civil and electrical design drawings, if required; and
- (c) Utilize other professional expertise as required to design the Work.

E17.2 The Contractor shall provide consulting services as required in order to:

- (a) Obtain approvals and permitting from the necessary authorities including but not limited to:
 - (i) City of Winnipeg, Environmental Health Services Branch,
 - (ii) City of Winnipeg Zoning Permits Branch, Water and Waste Dept., and
 - (iii) Other agencies as required;
- (b) Prepare design drawings, specifications, documentation and instructions required for completion of the Work; and

- (c) Design to the minimum standards set out in *The City of Winnipeg Standard Construction Specifications*. The Contractor shall obtain the Contract Administrator's approval if the design will deviate from *The City of Winnipeg Standard Construction Specifications*.

E17.3 Errors and Omissions shall be the responsibility of the Contractor who at their discretion may obtain Errors and Omissions Insurance.

E17.4 The Contractor shall submit final design drawings and specifications to the Contract Administrator for review prior to permitting.

E18. CIVIL / MECHANICAL / ELECTRICAL CONDITIONS & REQUIREMENTS

E18.1 Pump Room

- (a) The existing pump room located in the Community Centre shall not be used to store any of the mechanical components for this project unless modifications to the existing wading pool mechanical system are incidentally necessary.

E18.2 Vault

- (a) All mechanical devices that are required to operate the spray pad are to be located in an above ground vault.
 - (i) Alternative systems for containing the mechanical devices will be considered. The proposal is to include a thorough explanation regarding the proposed operation and benefits of said system.

E18.3 Water Service

- (a) A new 50mm water service, to COW SD-012, is required.
- (b) A 900mm CMP lockable meter pit is required, complete with :
 - (i) 50mm double check valve,
 - (ii) 50mm meter (by others),
 - (iii) 50mm flange fittings,
 - (iv) 50mm gate valve,
 - (v) blow-out valve, and
 - (vi) 50 x 100 x 200mm bricks as required.
- (c) A seasonal supply line to spray pad's manifold/water distribution system is required.

E18.4 Drain & Sewer Lines

- (a) A drain line and WWS system from the existing wading pool is shown on drawings 92-302-1/3 included herein.
 - (i) Given Water and Waste Department approval, the splash pad drain system may tie into said WWS system.
 - (ii) The splash pad drain line(s) shall be sized to permit draining of basin to prevent any standing water.
 - (iii) All drain line(s) to gravity drain.
- (b) The splash pad shall contain drain lines as required by design and applicable code(s) with a minimum of one drain.
 - (i) Deck drain(s) shall have an anti-vortex cover (secured).
 - (ii) Trench drains may be provided as appropriate to the design.
 - (iii) Deck drain(s), access lids, frames, etc. to be hot dipped galvanized.
 - (iv) Deck drain(s) to be heavy duty non-corroding metal alloy or equally durable fibreglass or plastic construction.

E18.5 Additional Mechanical

- (a) Rain sensors and automatic shut-off devices are required for the spray pad.

E18.6 Electrical

- (a) The existing electrical service used to power the wading pool and exterior lights may be used for the spray pad.
 - (i) All electrical equipment must be C.S.A. approved.
 - (ii) All components within the spray pad area shall be grounded.

E19. SPRAY COMPONENTS

E19.1 The design for the spray pad components must meet the following requirements:

- (a) Provide for all age and ability user groups. Specifically, an area of the spray pad should have a grouping of features dedicated to children 0-2 yrs.
- (b) Follow universal design principles.
- (c) Avoid trip, entanglement and strangulation hazards.
- (d) Contain a variety of ground sprays, mid-height components and tall components.
- (e) Contain a minimum of one "group" or "team" feature that requires multiple users' participation to manipulate the type/amount of water being sprayed.
- (f) Avoid "guns", "cannons" or other features where the spray can intentionally be directed at other users.
- (g) Contain "dumping buckets" as space permits.
- (h) Contain a minimum of one bollard activator.
- (i) Be complementary (but not necessarily matching) in colour scheme to the existing playground. The Contract Administrator reserves the right to change any or all colours prior to the Contractor ordering the components.
- (j) Contain a consistent look or theme within the spray pad.

E19.2 Spray components that do not require a water line can be proposed for installation in the wading pool. If proposed, these components must:

- (a) Draw water directly from the wading pool basin by means of mechanical manipulation (e.g., turning a crank on the post draws water up from the wading pool basin to the dispersing feature),
- (b) Spray water directly into the wading pool basin with the overspray zone entirely contained within the wading pool basin, and
- (c) Be restricted to one area of the wading pool.

SITE WORKS

E20. CONSTRUCTION BOUNDARY

- (a) Contractors are to work only within the Construction Boundary as shown on the Drawings or as directed by the Contract Administrator.

E21. REMOVALS

E21.1 General Description

- (a) This specification shall cover the removal of the following:
 - (i) Concrete and asphalt paving and any associated base materials
 - (ii) Chain link, parking barrier and bollard fencing

- (b) It shall also cover any other demolition and removal necessary to construct the project, which may be considered incidental to other items of Work.

E21.2 Methods

- (a) Removal of Concrete and Asphalt Paving and Associated Base Materials
 - (i) As per CW3110.
 - (ii) Concrete and asphalt shall be sawcut to separate concrete and asphalt to remain from concrete and asphalt to be removed.
 - (iii) Concrete and asphalt are to be removed from areas designated on the Drawings, taking care to preserve adjacent paving surfaces that are to remain.
 - (iv) Any and all wading pool system components presently in place that may be impacted by the removals or subsequently the new construction are to be disconnected.
 - (v) Base materials are to be removed as well as rubble, stones, silt, rubbish and any surplus material as required to prepare the subgrade to receive new surfaces as shown on the Drawings.
- (b) Removal of Chain Link, Parking Barrier and Bollard Fencing
 - (i) The extent of the removals for the chain link fence is to be confirmed on site with the Contract Administrator. The remaining chain link fence and gates are to be protected throughout the duration of the Contract.
 - (ii) The parking barrier fence and bollards are to be removed in their entirety including the removal of all foundations.
- (c) Removal of existing turf or vegetation for the construction of other surfaces shall be considered incidental to the construction of those Works.
- (d) All materials, to be demolished and removed, are to be removed from the Site and disposed of in a safe and legal manner. Excavated materials shall be recycled or legally disposed of off-site.

E21.3 Site Restoration

- (a) Any holes left by the removal of posts or foundations shall be filled with compacted clean clay fill to meet the adjacent grades and be restored to match surrounding conditions to the satisfaction of the Contract Administrator.
- (b) Any wading pool system components that incidentally required disconnection to be reconnected to code.
- (c) Any site restoration required due to removals, and not shown on the Drawings as areas for new development, shall be considered incidental to the removal Work.

E21.4 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price for the Items of Work listed below, which price shall include all costs of removal and proper disposal, and any associated Site restoration.
- (b) Items of Work:
 - (i) Removal of Concrete and Asphalt Paving including Base Materials
 - (ii) Removal of Fencing

E22. CONCRETE SPRAY BASIN

E22.1 General Description

- (a) Further to CW 3110 and CW 3310, this specification shall cover the supply and installation of the concrete spray basin as sized and laid out as per the Drawings, including excavation, sub-base and base construction, and concrete paving.

E22.2 Layout and Grading

- (a) Due to the tight site conditions, the spray basin shall be sized as shown on the Drawings.
 - (i) Layout as shown on the Drawings. Basin shall collect overspray to a minimum of manufacturer's specified overspray.
- (b) Design grades or elevations for the spray basin are to meet existing grades surrounding it.
 - (i) Spray basin is to be sloped to drain towards basin drain(s). Maximum slope to be 1:15.
 - (ii) All surfaces around the perimeter of the spray basin are to drain away from the spray basin.

E22.3 Materials

- (a) Base material to CW 3110 and as specified on the Drawings.
- (b) Concrete paving to CW 3310 and as specified on the Drawings.
 - (i) Epoxy coated rebar sized as per Drawings.

E22.4 Methods

- (a) Further to CW 3170, the construction area is to be excavated or filled to achieve rough grade.
 - (i) Rough grade is to be to levels, profiles and contours allowing for surface treatments.
- (b) Excavated materials are to be removed from the Site and disposed of in a safe and legal manner. Excavated materials shall be recycled or legally disposed of off-site.
- (c) Compacted granular base
 - (i) To CW 3110.
 - (ii) 250mm depth of 20mm down crushed stone.
 - (iii) Granular base and formwork are to be reviewed on Site by the Contract Administrator prior to pouring concrete.
- (d) Concrete spray basin as shown on the Drawings.
 - (i) To CW 3310
 - (ii) 150mm thick spray basin/concrete pad.
 - (iii) Light broom finish with a slip resistant surface. Contractor to have sample of concrete finish approved by Contract Administrator prior to any concrete being poured.
 - (iv) Saw cut locations are to be reviewed by the Contract Administrator prior to implementation.
- (e) Should the Contractor's selection and layout of fixtures, or budgetary considerations during the bid process, necessitate adjustments in the layout of the concrete spray basin, the Contractor shall submit Shop Drawings for approval of the Contract Administrator with sufficient detail to:
 - (i) Satisfy permitting authorities and
 - (ii) Show that the proposed change is consistent with the project design intent as evidenced by the Drawings.

E22.5 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured on a square metre basis, for the Items of Work listed below, which price shall include all costs of base preparation, proper material installation, and any associated Site restoration.
- (b) Items of Work
 - (i) Concrete Spray Basin

E23. PROTECTION

- E23.1 The Contractor shall be responsible for protecting their Work until the Work has been completed, fully cured and set; also for protecting other surfaces during execution of Work in accordance with the Specifications. Experience has shown that a security guard is required at all times during the critical concrete curing stages to prevent trespassing onto the Site. Security fencing is not sufficient to prevent such trespassing.
- E23.2 Should the Work be suspended for any cause whatsoever, the Contractor shall assume all responsibility for proper protection during such period.

E24. MECHANICAL / ELECTRICAL / PLUMBING

E24.1 General Description

- (a) Further to E18, SD-012 and SD-241B, this specification shall cover the supply and installation of a new water service, and all mechanical, electrical and plumbing required to construct a fully functioning spray pad.

E24.2 Materials and Methods

- (a) All mechanical, electrical and plumbing must comply to all regulatory authorities that have jurisdiction, *The City of Winnipeg Standard Construction Specifications*, and manufacturer's recommended practices.
- (b) All connections to existing services necessary to provide a complete working project shall be included. This includes but is not limited to electrical, water and sewer.
- (c) All active load pipe shall be Schedule 80PVC or better.
- (d) All material used as pipe sleeves shall be approved in advance of installation by the Contract Administrator and Owner.
- (e) Qualified tradesmen shall be employed for all work.

E24.3 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the lump sum Unit Price for the Items of Work listed below, which price shall include all costs of material supply, proper material installation and all other items incidental to the Work.
- (b) Items of Work
- (i) Water Service / Mechanical / Electrical / Plumbing

E25. SPRAY COMPONENTS

E25.1 General Description

- (a) Further to E19, this specification shall cover the supply and installation of all spray components.

E25.2 Materials and Methods

- (a) Further to E19, the spray components must meet the following requirements:
- (i) Be from one manufacturer,
 - (ii) Be durable and vandal resistant,
 - (iii) Have a minimum of moving parts and be easy to maintain,
 - (iv) Have adjustable controls that can be programmed to allow flexibility in the spray sequence, and
 - (v) Have bases/connections that permit component relocation.

E25.3 Basis of Payment

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

E26. CHAIN LINK FENCING

E26.1 General Description

- (a) Further to CW 3550, this specification shall cover the supply and installation of new chain link fencing c/w wood bumper rail.

E26.2 Materials

- (a) Chain link fencing as specified in CW 3550 and on Drawings.
- (b) Fencing to be 1.2m in height.
- (c) 50mm x 254mm pressure-treated boards.

E26.3 Methods

- (a) As per CW 3550 and the Drawings.
- (b) New fencing is to be installed such that no access is possible between it and the existing fencing on site.
- (c) 50mm x 254mm pressure-treated boards to be secured to the parking lot side of the fence, as shown on the Drawings.
- (d) Chain link mesh to be secured to wading pool side of the fence

E26.4 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the lump sum Unit Price for the Items of Work listed below, which price shall include all costs of material supply, proper material installation and all other items incidental to the Work.
- (b) Items of Work
 - (i) Chain Link Fencing, 1.2m Ht. c/w Wood Bumper Rail

E27. SITE FURNITURE

E27.1 General Description

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

E27.2 Materials

- (a) Bench
 - (i) Tache Composite Bench with Arms, surface mount, Drawing No. SCD-121E, Product #52501071, 1.8 M length (6'), manufactured by the City of Winnipeg, black powdercoat finish for metal and cedar tone for the boards.
 - (i) Contact for Benches:
Aaron Lennon
Supervisor of Central Repair/Manufacturing Facility
City of Winnipeg
Fleet Management Agency Division
Public Works Department
215 Tecumseh Street
Winnipeg, MB R3E 3S4
Email: ALennon@winnipeg.ca

E27.3 Methods

- (a) All site furnishings are to be installed according to Drawings and manufacturer's specifications, using approved non-rusting, vandal resistant fasteners to ensure solid, durable, finished work suitable for the purpose intended. Fasteners and assembly hardware shall be incidental to the Work.
- (b) All benches are to be installed plumb and true to correct elevations. The Contractor shall confirm proposed locations with the Contract Administrator prior to installation.
- (c) Site furnishings are to be kept clean of any granular, concrete, asphalt or other materials. Any damaged surfaces shall be touched-up to the satisfaction of the Contract Administrator.

E27.4 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured on a per unit basis, for the Items of Work listed below, which price shall include all costs of proper material installation. Site restoration work and required foundations shall be considered incidental to the Work.
- (b) Items of Work:
 - (i) Benches

E28. COMMISSIONING

E28.1 Operation and Maintenance Manuals

- (a) The Contractor shall supply in a format acceptable to the Contract Administrator three (3) bound copies of the manuals, as well as one electronic copy (in pdf format) detailing the operations and maintenance instructions for all elements of the project including:
 - (i) Manufacturers' written instructions, warranties, shop drawings, schedules, wiring diagrams and a listing of persons to contact for repairs during warranty period.
 - (ii) Descriptions of day to day operations, preventative maintenance, annual and periodic maintenance, and procedures for seasonal shutdown and start-up.

E28.2 System Start-up

- (a) The Contractor is to perform the system start-up in accordance with the information contained in the operations and maintenance manuals in order to have the Work fully operational for public use by the date of Substantial Performance.
- (b) The Contractor shall provide the Contract Administrator with 48 hours notice prior to commencing the start-up in order that City staff may attend.

E28.3 Staff Training

- (a) On Site training shall be provided to the City pool staff and maintenance personnel in proper operation and maintenance procedures.
- (b) Trainers shall be qualified trades persons or consultants knowledgeable of the equipment and familiar with the installation.
- (c) Legible documentation shall be provided to City staff during training.
- (d) Training shall be a minimum of one half day duration

E28.4 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, for the Items of Work listed below, which price shall include all manuals, training and start-up.
- (b) Items of Work:
 - (i) Commissioning