



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 225-2022

WHYTE RIDGE COMMUNITY CENTRE SPRAY PAD

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 WHYTE RIDGE COMMUNITY CENTRE SPRAY PAD

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 13, 2022.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

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

B3.2 The Bidder may request a viewing of the Electrical service in the adjacent building by making arrangements with the Contract Administrator at least five days prior to the Submission Deadline.

B4. ENQUIRIES

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

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

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

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

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

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

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

B5. CONFIDENTIALITY

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

(a) was known to the Proponent before receipt hereof; or

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

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

B6. ADDENDA

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.3 Addenda will be available on the MERX website at www.merx.com.

B6.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D3.

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 B24.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices;
 - (c) Form C: Economic Analysis.
- B8.2 The Proposal should also consist of the following components:
- (a) Design Drawings in accordance with B12;
 - (b) Component Description, in accordance with B13;
 - (c) Project Workplan as per B14
 - (d) Systems Integration as per B15
- B8.3 Further to B8.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B8.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B8.6.1 Proposals will **only** be accepted electronically through MERX.

B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B24.1(a).

B8.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B9. PROPOSAL (SECTION A)

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

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

- (a) if the Proponent is a sole proprietor carrying on business in 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: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in 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: Bid/Proposal should be entered below such signatures.

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

B10. PRICES

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

B10.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D31. Any such costs shall be determined in accordance with D31.

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. ECONOMIC ANALYSIS

B11.1 The Proponent shall complete Form C: Economic Analysis providing an estimate on operating costs based on the Proponent's design and local water and electricity rates.

B12. DESIGN DRAWINGS

B12.1 The Proponent should submit drawings that illustrate the proposed design and spray toys, such as plan, perspective and any other submissions to illustrate the design intent. Included in this should be a plan showing the proposed spray toys and associated spray areas within the proposed spray pad and site, drawn to scale. Additional drawings may be requested prior to award for more detailed information.

- (a) Site context drawings including location and configuration of the spray pad, indication of site services, and any modifications, relocations, and connections that will be considered beneficial.
- (b) Perspective sketches, sections, details and other submissions sufficient to illustrate the nature and overall quality of the design and addressing the following:
 - (i) The overall quality of the design including integration with the surrounding park and amenities;
 - (ii) Concept and functionality of the design and its aesthetic appeal;
 - (iii) Spray toy layout superimposed on spray basin and overspray area showing the manufacturers design spray coverage and the overspray setbacks outlined in the RFP drawings as well as the manufacturers designated spray height.
 - (iv) Universal design/ Inclusive design;
 - (v) Overall play experiences.
- (c) Mechanical and Electrical system schematics developed in sufficient detail to describe the intended operation.

B13. COMPONENT DESCRIPTIONS

B13.1 The Proponent should submit component description and/or graphic or catalogue reference outlining specifications of spray toys including quality, durability and warranty of materials;

B14. PROJECT WORKPLAN

B14.1 The understanding and approach to the delivery of the project and the tasks to complete the project on time and in budget are critical. The proposal at this stage should demonstrate the rationale of the design, which at a minimum includes:

- (a) Provide an understanding of the functional and technical issues and considerations, on the project requirements and budget.
- (b) An organization chart identifying the major team members and showing the relationship, roles and responsibilities of the major team members who will perform the work.
- (c) Provide a detailed methodology for each stage of the project. Specifics are to include a detailed description of tasks, task assignments, and responsibilities.
- (d) Provide a proposed project work plan including a Gantt chart, identification of major stages of the work, critical dates and project milestones. Work plan is to pay specific attention to the delivery of the project by then end of 2022.

- (e) Provide a methodology for delivering the project including
 - (i) schedule (project to be delivered in 2022)
 - (ii) quality assurance
 - (iii) budget control and assurance
 - (iv) risk management
 - (v) a description of the proposed commissioning process
 - (vi) and a clear description of the training being proposed including;
 - ◆ Identification of training staff
 - ◆ Syllabus;
 - ◆ Number of training days for each session;
 - ◆ Expected City supplied resources;

B15. SYSTEMS INTEGRATION

- B15.1 A brief description of how the spray pad components will operate including the following:
 - (a) Controller sequence(s) showing which features will be operating at the same time and clearly indicating which features will be operated by which controller.
 - (b) Description of controls and brief narrative about how the controls can be adjusted or modified should this prove necessary, as well as anticipated costs for same.
- B15.2 The maintenance schedule for and anticipated maintenance costs associated with the spray pad features being proposed.
- B15.3 Anticipated water usage per day.

B16. DISCLOSURE

- B16.1 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.
- B16.2 The Persons are:
 - (a) Playground-R-U's regarding Cool topper shade structures.
 - (b) Ful Flo Industries regarding some project scoping and budgeting options.
 - (c) JD Penner regarding project scoping and budgeting options.

B17. CONFLICT OF INTEREST AND GOOD FAITH

- B17.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B17.2 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.
- B17.3 In connection with its Proposal, each entity identified in B17.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B17.4 Without limiting B17.3, 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.
- B17.5 Without limiting B17.3, 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 B17.4 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.
- B17.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B18. QUALIFICATION

- B18.1 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.

B18.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B18.3 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).

B18.4 Further to B18.3(c), should the Total Bid Price exceed \$100,000.00, the Proponent shall within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent /Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

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

B18.5 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.

B18.6 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.

B19. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B19.1 Proposals will not be opened publicly.

B19.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

B19.3 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).

B19.3.1 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.

B19.4 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.

B20. IRREVOCABLE OFFER

B20.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B20.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B21. WITHDRAWAL OF OFFERS

B21.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B22. INTERVIEWS

B22.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B23. NEGOTIATIONS

B23.1 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.

B23.2 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.

B23.3 If, in the course of negotiations pursuant to B23.2, 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.

B24. EVALUATION OF PROPOSALS

B24.1 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 B18: (pass/fail)
- (c) Total Bid Price; 10%
- (d) Economic Analysis: 10%
- (e) Design Drawings and Component Descriptions; 55%
- (f) Project Work Plan; 15%; and

(g) Systems Integration; 10%.

- B24.2 Further to B24.1(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.
- B24.3 Further to B24.1(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 qualified.
- B24.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B24.1(a) and B24.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B24.5 Further to B24.1(c) the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D2.3.
- B24.6 Further to B24.1(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.
- B24.6.1 Further to B24.1(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.
- B24.7 Further to B24.1(c), the Award Authority may reject a Bid as being non-responsive if it exceeds the budget as shown in D2.3.
- B24.7.1 The Total Bid Price shall be evaluated with a weighing of 10 points out of a total of 100 possible points. As such, the lowest Proponent shall receive the full 10 points, and the second lowest Proponent and subsequent Proponents shall be pro-rated accordingly.
- B24.8 Further to B24.1(d), the Economic Analysis 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.
- B24.9 Further to B24.1(e) Design Drawings/Component Descriptions shall be evaluated with a weighting of 55 points out of a total of 100 possible points as per B12.
- B24.9.1 The Design shall be evaluated on the following criteria:
- (i) Quality and nature of the spray events. (20 points)
 - (ii) Diversity of the spray events (10 points)
 - (iii) Layout of the spray events in relation to each other (8 points)
 - (iv) Use of universal design principles (4 points)
 - (v) Quality, durability and warranty of materials (10 points)
 - (vi) Drawing Submission including complete Site Plan, clearly showing the location of all spray equipment, limit of overspray, pathways and seating areas. (1 point)
 - (vii) Clarity of drawings, supportive imagery and literature that serve to effectively communicate the intent of the spray toys design and function. (2 points)
- B24.10 Further to B24.1(f) Project Work Plan shall be evaluated with a weighting of 15 points out of a total of 100 possible points as per B14.
- B24.10.1 The Project Work Plan shall be evaluated on the following criteria:
- (i) Consideration of functional and technical issues (5 points)
 - (ii) Clarity and appropriateness of Project delivery schedule (10 points)
 - (iii) History of previous project, product, or installation issues will also be assessed, for projects installed in the last five (5) years, where issues are known. This

history will not be taken into account for new Bidders, where there is no history of Work with the City of Winnipeg, or where the product has not been installed on previous City of Winnipeg projects. (5 points)

B24.11 Further to B24.1(g) System Integration shall be evaluated with a weighting of 10 points out of a total of 100 possible points as per B15.

B24.11.1 The System Integration shall be evaluated on the following criteria:

- (a) Review of operational considerations (4 points)
- (b) Maintenance Schedule. (2 points)
- (c) Use of durable/tamper-resistant materials, low maintenance finishes and connector systems and ease of repair/replacement of the products used with the spray pad area. (4 points)

B24.12 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B25. AWARD OF CONTRACT

B25.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B25.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.

B25.2.1 Without limiting the generality of B25.2, 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.

B25.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

B25.3.1 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.

B25.4 The City may, at its discretion, award the Contract in phases.

B25.4.1 Further to B25.4 the City reserves the right to negotiate and award future phases to the successful Proponent.

B25.5 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents

B25.5.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.

B25.6 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D31 shall

immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.

B25.7 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.

B25.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm .
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of construction of a 'spray to drain' spray pad complete with associated paving, site furnishings, and landscaping.

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

- (a) New Sewer and Water Connections
- (b) Spray Pad electrical and mechanical including meter pit and mechanical vault
- (c) Construction of spray basin
- (d) Supply and installation of spray toys
- (e) Associated site paving
- (f) Associated Site Furnishings and supporting amenities
- (g) Associated landscaping
- (h) Fence

D2.3 The funds available for this Contract are \$750,000.00.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is Dean Spearman Landscape Architect , represented by:

Dean Spearman

Telephone No. 204 261-4137

Email. dean@spearman.mb.ca

D3.2 Before commencement of Work, Dean Spearman will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4. CONTRACTOR'S SUPERVISOR

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

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

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

D5. NOTICES

- D5.1 Except as provided for in C22.4, 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/Proposal.
- D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D3.
- D5.3 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

D6. AUTHORITY TO CARRY ON BUSINESS

- D6.1 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.

D7. SAFE WORK PLAN

- D7.1 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.
- D7.2 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>.
- D7.3 Notwithstanding B18.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D8. INSURANCE

- D8.1 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 Dean Spearman Landscape Architect 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.

D8.2 Deductibles shall be borne by the Contractor.

D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, referencing the Request for Proposal number and/or the Scope of Work D2 and Specifications PART E - to be performed, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D9. CONTRACT SECURITY

D9.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; and
- (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price; or
- (c) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H3: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (d) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D9.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:

- (a) the version submitted by the Contractor must have valid digital signatures and seals;
- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D9.1.1(b).

D9.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or

digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in its discretion, exercised reasonably, allows.

- D9.1.3 Digital bonds passing the verification process will be treated as original and authentic.
- D9.1.4 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.
- D9.2 The Contractor shall provide the City Solicitor with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order or an award letter and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D9.3 Where the contract security is provided in accordance with D9.1(a) and D9.1(b), the Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:
- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D9.1(b); and
 - (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

D10. SUBCONTRACTOR LIST

- D10.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

D11. SHOP DRAWINGS AND RECORD DRAWINGS

- D11.1 Shop Drawings will be reviewed by the Contract Administrator and the City for general conformance to the City's requirements and the design intent only.
- D11.2 Shop Drawings are to be reviewed by the Contractor's responsible design personnel for the design prior to submission to the Contract Administrator.
- D11.3 Shop drawings shall be sealed by a professional engineer registered to practice in the Province of Manitoba.
- D11.4 The level of detail and scope of information provided on the shop drawings shall be sufficient to satisfy construction needs and permitting requirements.
- D11.5 Plan drawings submitted shall include the following:
- (a) Name and address of the proposed facility.
 - (b) Scale, north point
 - (c) Date, address, name, professional seal and signature of the design engineer or architect.
- D11.6 Detailed drawings. All detailed drawings shall be drawn to a suitable scale and include the following information:
- (a) Complete construction details, including dimensions, elevations and appropriate cross-sections.
- D11.7 The Contractor shall provide within 30 Calendar days of award, at minimum the following Shop Drawings:
- (a) Spray Pad layout and piping diagrams including the manufacturers specified spray height for each fixture and manufacturers spray pattern/extent.

- (b) Electrical drawings including connection to existing service and grounding or spray pad and components.
- (c) Anchoring drawings regarding the new spray toys.
- (d) Foundation drawings regarding the Cool Toppers

D11.8 The Contractor shall maintain, during the course of construction, a complete set of Drawings including the original Bid Opportunity Drawings, any Drawings released by addenda or change order, and the Contractors Shop Drawings.

- (a) These drawings shall have any deviations between the actual built Work and the Drawings noted on them in red as well as the reason for the deviation.
- (b) These drawings shall be made available to the Contract Administrator for review upon request during the Construction phase of the project.
- (c) These drawings shall be provided to the Contract Administrator at the date of Substantial Performance.

D11.9 There shall be no separate measurement or payment for Shop Drawings or Record Drawings.

D12. ORDERING OF SPRAY TOYS, SPRAY CONTROL SYSTEM, AND SITE AMENITIES

D12.1 The Contractor shall provide the Contract Administrator evidence, to the satisfaction of the Contract Administrator, of having ordered all items and equipment necessary to complete the work from the manufacturer/supplier within seven (7) Calendar Days of receipt of the purchase order or letter of intent, which ever is received earlier.

D12.2 This shall include but not be limited to the following items:

- (a) Spray Control System
- (b) Spray Toys
- (c) Site Furnishings and Amenities

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) Project Award
- (b) Submittal of Shop drawings and samples
- (c) Permitting
- (d) Delivery of Materials
- (e) Construction Start
- (f) Demolition and removals
- (g) Mechanical and Piping, Vault Construction
- (h) Bases for features
- (i) Basin Concrete Pour
- (j) Feature installation
- (k) Site Paving
- (l) Site Furnishings
- (m) Landscaping
- (n) Anticipated Completion Date

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 D6;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D7;
 - (iv) evidence of the insurance specified in D8;
 - (v) the contract security specified in D9;
 - (vi) the Subcontractor list specified in D10;
 - (vii) the Shop Drawings specified in D11;
 - (viii) the evidence of equipment orders specified in D12;
 - (ix) the detailed work schedule specified in D13;
 - (x) the direct deposit application form specified in D29;
 - (xi) 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 City intends to award this Contract by May 30, 2022.

D14.3.1 If the actual date of award is later than the intended date, the dates specified for Commencement, Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D15. CRITICAL STAGES

D15.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) July 31, 2022 Site - Grading complete, Site servicing connections in place, site drainage in place..
- (b) September 30, 2022 - Basin is poured
- (c) October 15, 2022 – Spray toys in place, piping in place, connections to water, electrical, drains in place, spray pad charged with water and shown in operation.

D16. SUBSTANTIAL PERFORMANCE

D16.1 The Contractor shall achieve Substantial Performance by October 31, 2022.

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

D16.3 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.

D17. TOTAL PERFORMANCE

- D17.1 The Contractor shall achieve Total Performance by May 30, 2023.
- D17.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D17.3 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.

D18. LIQUIDATED DAMAGES

- D18.1 If the Contractor fails to achieve critical stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:
- (a) Site Grading Complete – Five Hundred dollars (\$500.00);
 - (b) Basin is Poured – Five Hundred dollars (\$500.00);
 - (c) Spray pad shown in operation - Five Hundred dollars (\$500.00);
 - (d) Substantial Performance – Five Hundred dollars (\$500.00);
 - (e) Total Performance – Five Hundred dollars (\$500.00).
- D18.2 The amounts specified for liquidated damages in D18.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance or Total Performance by the days fixed herein for same.
- D18.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D19. COVID-19 SCHEDULE DELAYS

- D19.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.
- D19.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D19.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D19.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D19.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D19.5 The Work schedule, including the durations identified in D15 to D17 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be

made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.

- D19.6 Where Work not previously identified is being carried over solely as a result of delays related to COVID-19, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to COVID-19, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.
- D19.7 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D20. SCHEDULED MAINTENANCE

- D20.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Sod Maintenance as specified in CW3510;
 - (b) Tree Maintenance as specified in E25;
 - (c) First Winterization of Spray Features as specified in E27.1;
 - (d) Second Winterization of Spray Features as specified in E27.1.
- D20.2 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

D21. JOB MEETINGS

- D21.1 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.
- D21.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D22. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D22.1 Further to C6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D23. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D23.1 Further to B18.4, 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 B18.4.

D24. PLANT AND MATERIALS

D24.1 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.

D25. SAFETY

D25.1 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.

D25.2 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.

D25.3 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.

D26. SITE CLEANING

D26.1 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.

D26.1.1 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.

D26.1.2 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.

D27. INSPECTION

D27.1 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.

D27.2 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.

D28. DEFICIENCIES

- D28.1 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.
- D28.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C19.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.
- D28.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.
- D28.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D28.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

MEASUREMENT AND PAYMENT

D29. PAYMENT

- D29.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

WARRANTY

D30. WARRANTY

- D30.1 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.
- D30.1.1 For the purpose of contract security, the warranty period shall be one (1) year.
- D30.2 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.
- D30.2.1 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.

THIRD PARTY AGREEMENTS

D31. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D31.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D31.2 Further to D31.1, in the event that the obligations in D31 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D31.3 For the purposes of D31:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D31.4 Modified Insurance Requirements
- D31.4.1 If not already required under the insurance requirements identified in D8, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D31.4.2 If not already required under the insurance requirements identified in D8, the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D31.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D31.4.4 Further to D8.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D31.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D31.5 Indemnification By Contractor
- D31.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D31.6 Records Retention and Audits

D31.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D31.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D31.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D31.7 Other Obligations

D31.7.1 The Contractor consents to the City providing a copy of the Contract to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D31.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D31.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D31.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

FORM H1: PERFORMANCE BOND
(See D9)

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. 225-2022

WHYTE RIDGE 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: LABOUR AND MATERIAL PAYMENT BOND
(See D9)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

dollars (\$_____.)

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

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

RFP NO. 225-2022

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

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

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

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

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

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H3: IRREVOCABLE STANDBY LETTER OF CREDIT
(CONTRACT SECURITY)
(See D9)**

(Date)

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

RE: CONTRACT SECURITY – RFP NO. 225-2022

WHYTE RIDGE 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.

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Request for Proposal shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.4 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
L-1.0	Scope Plan
L-2.0	Layout Plan
L-3.0	Grading Plan
L-4.0	Planting Plan
L-5.0	Details
L-6.0	Standard City Details 1
L-7.0	Standard City Details 2
C-1.0	Site Servicing

E2. HAZARDOUS MATERIALS

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

E3. COMPLETE PROJECT

- E3.1 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.

E4. SITE VERIFICATION

- E4.1 Further to C3.1,
- (a) Prior to commencing actual construction work, check field conditions, obtain and confirm actual site dimensions, examine surface conditions, etc. as required to ensure correct fabrication and execution of the work.

(b) Examine previously constructed work. Notify Contract Administrator in writing of any conditions which may prejudice proper completion of this work. Commencement of construction constitutes acceptance of existing conditions, and means dimensions have been considered, verified and are acceptable.

(c) Contractor shall pay all costs for his/her on site review and examination.

E4.2 The City will not be conducting test holes. The Contractor is responsible to make their own interpretation of the soils within the construction area.

(a) Pay all costs for onsite review and examination.

E5. EXISTING SERVICES AND UTILITIES

E5.1 No responsibility will be assumed by the City or its Consultants 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 or its Consultants 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.

E5.2 Prior to the commencement of construction, the Contractor shall inspect the site and examine all available records and contact all relevant utilities as necessary to determine the location of all existing surface and underground works. Locations of underground structures if shown are based on the best information available. No guarantee is given that all existing locations are exact.

E5.3 The Contractor shall be responsible for and take all necessary precautions to preserve and protect all public utilities (i.e. telephone lines and cables, hydro lines and cables, gas lines, sewer mains and services, watermains and services, etc.) existing drains and surface drains or parts thereof which may be affected by his/her operations.

E5.4 The Contractor shall make all requests directly to each utility for the location of their existing works prior to the start of construction in the area.

E5.5 The Contractor shall indemnify and save harmless the City and the Contract Administrator or his/her Sub-Consultants against damages for consequential loss and against any claim made against the City or the Contract Administrator of any such main, line, conduit or other such structure or utility for any loss or damage in respect of third party claims or which may be suffered by any such City because of damage to any such main, line, conduit, or other such structure or utility, in any way caused by the operations of the Contractor in the performance of this Contract.

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 SubContractors 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 The Contractor shall, during the construction of this project, maintain safe access to the adjacent facilities at all times.

E7. ACCESS TO SITE

E7.1 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.

- E7.2 The Contractor shall co-operate with the City so as to cause the least inconvenience throughout the area at all times.
- (a) The Site contains a Community Centre with associated amenities that will be in operation during the construction of this project. The Contractor shall minimize impacts on these operations.
- E7.3 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.
- E7.4 Confine apparatus, the storage of products and the operations of workers to limits indicated by laws, ordinances, permits and by directions of the Contract Administration.
- E7.5 Do not unreasonably encumber site with materials or equipment.
- E7.6 Do not load or permit to be loaded any part of the work with a weight, load or force that will endanger its safety.
- E7.7 Move stored products or equipment which interfere with operations of City.
- E7.8 Obtain and pay for use of additional storage or work areas needed for operations.
- E7.9 Obtain, pay for, and maintain on Site sanitary facilities from startup to Total Performance.
- E7.10 Maintain roads and access in good condition for efficient execution of work.
- E7.11 Maintain the project site during construction.
- E7.12 Be responsible for damage due to weather, vandalism, etc.
- E7.13 Complete works in a manner that shall result in good surface drainage during periods of precipitation.
- E7.14 Maintain project free of accumulated waste, surplus excavated materials and rubbish.
- E7.15 Haul any waste materials including excavated materials from the site and dispose of in a manner acceptable to the Contract Administrator.
- E7.16 Assume full responsibility for the protection and safekeeping of products under the contract, stored on the site.
- E8. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES**
- E8.1 Further to C6.13, the Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of same before proceeding with the Work, and pay any cost attached to the inspection of such plans.
- E8.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.
- E8.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.
- E8.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.
- E8.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.

E8.6 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.

E9. CODES AND STANDARDS

E9.1 Perform work and obtain permits in accordance with the National Codes of Canada and any other code of provincial or local application including City of Winnipeg. In any case of conflict or discrepancy the more stringent requirements shall apply.

E9.2 Obtain permits and complete work to meet or exceed the requirements of standards, codes and other documents referred to in this specification.

E9.3 Where the specifications contained herein are more stringent than the applicable code or standard utilize the most stringent.

E9.4 Equipment and materials to carry CSA, ULC or cUL approval and conform with applicable standards. There will be no exceptions or alternatives.

E9.5 Where a standard or code of any type is referred to anywhere in the document, the standard or code utilized for all work shall be the most recent whether or not the most recent is specifically shown or listed.

E10. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY

E10.1 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.

E10.2 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.

E10.3 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.

E10.4 No separate measurement or payment will be made for the protection of trees.

E11. PROTECTION OF THE SURVEY INFRASTRUCTURE

E11.1 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.

E11.2 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.

E11.3 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.

E11.4 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.

E12. SITE ENCLOSURES

E12.1 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.

E12.2 At minimum site enclosures shall be provided for the area to be graded and located west of the gravel path while under construction.

E12.3 Site enclosures shall, at a minimum, consist of sectional, 1.8 m ht, non-climbable metal fencing.

E12.4 Site enclosure shall be sufficient to isolate and secure the jobsite from the adjacent area.

E12.5 Site enclosures shall be considered incidental to the Contract Work and will not be separately measured or paid for.

SITE DEVELOPMENT

E13. SETTING OUT OF THE WORK

E13.1 The Contractor shall be responsible for setting control and completing all grading, underground services, utilities and other work executed under this contract to all lines, elevations, reference points and measurements based on plans, specifications, basic control points and benchmark(s) supplied by Contract Administrator.

E13.2 The Contractor shall employ competent person(s) to lay out work.

- E13.3 If requested, the Contract Administrator will provide the Contractor with the basic layout plan in AutoCAD dwg format. The Contract Administrator will not provide any survey points, survey data, contours, or DTMs (Digital Terrain Models).
- E13.4 Supply Contract Administrator all Survey data utilized upon request of Contract Administrator.
- E13.5 The Contractor will mark, to the extent he determines to be necessary, the location, alignment and elevation of the Work by means of stakes or marks, for review and approval by the Contract Administrator. The Contractor shall make the completed Works conform to the lines and marks thus approved and indicated.
- E13.6 The Contractor shall notify the Contract Administrator immediately of the disturbance of any such stakes or marks. The cost of correcting any errors arising out of neglect of the Contractor to so notify the Contract Administrator shall be borne entirely by the Contractor, as well as the cost of replacing any disturbed stakes or marks.
- E13.7 Before commencing Work, the Contractor shall satisfy him/herself as to the meaning and correctness of all stakes and marks and no claims shall be entertained by the City on account of any alleged inaccuracies. If any error is suspected in the Drawings, Specifications or the directions of the Contract Administrator, Work shall be discontinued until the errors are rectified, but no claims shall be made on account of any delay occasioned thereby.
- E13.8 The Contractor shall determine and provide all dimensions and elevations measured from the stakes or marks.
- E13.9 The Contract Administrator shall be advised of the staking of the work layout at least twenty-four (24) hours in advance in order that the layout may be inspected and adjusted as required prior to construction. The cost of correcting any errors arising out of neglect of the Contractor to so notify the Contract Administrator shall be borne entirely by the Contractor.
- E13.10 The Contract Administrator shall only review the stakes and marks for general conformance to the proposed design. The Contractor shall not rely on this review as authoritative or comprehensive review of the staking and shall remain responsible for conformance to the design intent and drawings following this review.
- E13.11 There shall be no separate payment for the layout of the works or the provision of stakes or marks, these items being considered incidental to the items of work being laid out

E14. SITE PREPARATION AND GRADING

- E14.1 This section shall cover the removal of sand, gravel, topsoil and sod, and other items where scheduled for removal as well as the relocation of the existing toboggan slide. It shall also cover any other demolition and removal necessary to construct the project which may be considered incidental to other items of Work.
- E14.2 The removal of any items shall not occur until after permission to proceed has been received by the Contract Administrator.
- E14.3 Existing toboggan run is to be relocated by the Contractor to a location to the north of the existing Community Centre building. Location to be site determined by Contract Administrator in consultation with Community Centre.
- (a) Toboggan slide is to be placed on new granular pad to be constructed by the contractor as part of this project.
- E14.4 Excavated granular material is to be removed from the Site and disposed of in a legally acceptable manner.

E14.5 Grassed areas specified for removal shall have the grass surface and growing medium (soil) removed to the elevation of subsurface layer (clay). The excavated material shall be removed from the Site and disposed of or recycled in an environmentally responsible and legal manner.

E14.6 Payment shall be as per Item "Site Preparation" on Form B:Prices, and shall be deemed to include payment in full for relocating the Toboggan slide as well as all removal and demolition.

E15. SITE GRADING

E15.1 This specification shall cover all clearing and grubbing, excavation, stockpiling of topsoil, removal or supply and placement of materials necessary to achieve the grades and drainage patterns documented in the Drawings at the sub grade (mud grade) level.

E15.2 This specification is supplemental to CW 3010 , CW 3110 and CW 3170. Materials and installation are to conform to these standard Specifications.

E15.3 The Contractor shall establish site grading as per the drawings at the same time as excavating the subcut for the spray pad. Contractor shall immediately follow this with the installation of land drainage works so as to minimize the risk of rain on the construction schedule.

E15.4 Site works shall not impede existing drainage patterns unless an alternative drainage pattern acceptable to the Contract Administrator and the appropriate authorities is provided.

E15.5 All hard surfaces to drain in the direction and slope noted on the Drawings.

E15.6 Soft surfaces drain and shall not block drainage patterns.

E15.7 Contractor shall establish grades as per the drawings provided taking care to ensure that areas within the site limit of grading drain to the catch basing as shown on the drawing.

E15.8 Payment shall be as per Item "Site Grading" on Form B:Prices ,and shall be deemed to include payment in full for establishing design mud grades, excavation, fill and any other works necessary to meet design grades.

E16. MECHANICAL/PLUMBING AND ELECTRICAL SYSTEMS

E16.1 The spray feature system is to be a drain away system connected to city water service. Connection to City of Winnipeg services as per mechanical drawing. Connection and design of the spray pad system to connect is to be approved by the Contract Administrator and City of Winnipeg prior to start of construction.

E16.2 Primary control system including activation switch, timers, electronic sequencers and wiring schematics, controllers, valving, pressure regulators, ball valves etc. shall be provided.

E16.3 Ventilation systems shall be designed to meet current standards described by A.S.H.R.A.E. and applicable

E16.4 Work to be performed by journeymen skilled tradesmen to the satisfaction of the Contract Administrator.

E16.5 All plumbing and electrical must comply to all regulatory authorities that have jurisdiction and manufactures recommended practices.

E16.6 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.

E16.7 Water connection will be a private seasonal service and installed with a shut off valve to City of Winnipeg Requirements and located within 1 m of the main where the seasonal service begins

E16.8 Designs will respect the use of the areas and ensure the comfort and safety of the occupants.

E16.9 Mechanical markings to be in accordance with the following and approved by the Contract Administrator:

- (i) Canadian General Standards Board (CGSB).
- (ii) CAN/CGSB-1.60[M89], Interior Alkyld Gloss Enamel.
- (iii) CAN/CGSB-24.3[92], Identification of Piping Systems
- (iv) CAN/CGSB-149.1[M95].
- (v) CAN/CGSB-149.2[M91].

E16.10 Controls:

- (i) Low lifecycle cost considering initial investment, daily operations, maintenance and expected lifespan
- (ii) System to have a 'Rain' switch provided on a separate 6 m tall galvanized metal pole so that it does not operate when it is raining. Pole is to be grounded and mounted to a 3m belled concrete pile.
- (iii) System to drain away so that there is no standing water at any time.
- (iv) Must comply with current Health regulations for water quality.

E16.11 Piping

- (i) All fittings to be galvanized or PVC. All fasteners to be Stainless Steel.
- (ii) All water lines to have proper slope and drain capability and blow out valves for fall servicing.
- (iii) Water service:
 - (i) To be a new 50 mm \varnothing as per Civil Engineering Drawings. All components and controls are to be sized to work with this service.
 - (ii) Water supply line to spray pad to have separate water meter and back flow prevention device from source.
- (iv) Piping to include a shock arrester.
- (v) All fixture supply lines to the features to be low pressure poly pipe approved for 100 psi.
- (vi) Supply line piping is to gravity drain to allow for easy winterization
- (vii) Drain lines are to be sized to permit draining of basin to prevent standing water.
- (viii) All drain line piping is to gravity drain.
- (ix) Angles/bends in drain lines are to be 45° or less.
- (x) All PVC underground piping to be minimum of schedule 80.

E16.12 Drains

- (i) Basin to have minimum two (2) interconnected anti-vortex drains in each sub-basin complete with secured covers and sized for the spray basin and overspray.
 - (i) Drains are to be located a minimum of 1.8 m apart (Based on the closest edge of the drain cover).
- (ii) Basin drains to be a minimum 100 mm diameter and schedule 80 piping or larger if manufacturers design requires.
- (iii) Basin Drains to be heavy duty non-corroding metal alloy or equally durable fibreglass or plastic construction. If metal is used cover to have a thermal break so that children do not suffer burns from contact on hot days.
- (iv) Basin drains and covers are to be acceptable to Provincial Health
- (v) Basin drain lines are to be to be a new connection to the infrastructure.

E16.13 Metering

- (i) Service to work off of a new meter and backflow. Contractor to provide a standard city park meter pit c.w. locking cover in conjunction with backflow and meter.

E16.14 Mechanical

- (i) Mechanical to be accommodated in vault to be constructed as per the Drawings.
- (ii) Space is to accommodate mechanical systems with adequate clearance space.
 - (i) Contractor to increase the size of the vault shown on the Drawings as required to suit.
 - (ii) Vault is to be connected to drain.
- (iii) Controls must be easily accessible.
- (iv) A hose bib shall be included in the mechanical cabinet.
- (v) Mountings must be structurally designed.
- (vi) Ensure all equipment, fixtures and devices requiring normal maintenance and or cleaning are to be mounted such that they are fully serviceable. Provide necessary isolation access doors, union fittings and the like.
- (vii) Pits, if proposed, must be accessible, easy maintenance and operation and have vandal resistant lockable entry point.

E16.15 Electrical

- (i) Connect into existing electrical service in Whyte Ridge Community Centre
- (ii) All equipment must be CSA approved.
- (iii) Related to the mechanical system requirements.
- (iv) Grounding of all components within water play area.
- (v) To meet all applicable requirements of authorities having jurisdiction.
- (vi) Power Smart Program: The City has a Power Smart Agreement with Manitoba Hydro. Manitoba Hydro has the right to review the design, specifications, and drawings prior to construction. Contractor shall provide documentation normally required for the City to receive a Power Smart Grant from Manitoba Hydro.

E16.16 Periodic review during the construction phase

- (a) The Contractors design team shall be responsible for periodic review of construction progress and shall provide the results of said reviews to the Contract Administrator in writing.

E16.17 Payment shall be as follows:

- (a) For new service connections as per Item "New Water and Sewer Line c.w. Connection inc. meter pit." on Form B:Prices.
- (b) For Mechanical vault and sump as per Item "Mechanical Vault c.w. Drainage" on Form B:Prices.
- (c) For Spray pad mechanical system as per item "Spray Pad Mechanical and Electrical (valves, piping, controller, drains, etc)" on Form B:Prices.

E17. SPRAY FEATURES

E17.1 In as much as is possible given constraints of budget and space the design shall offer a mix of passive and interactive play

- (a) For all ages but specific anticipated user groups are 0-4 yrs., 5-8 yrs., 9-12 yrs., and caregivers
- (b) Include a passive 'kiddie' area somewhat segregated from the more active play area with some preschool type features.
- (c) The following features should be not be used:
 - (i) Features which have Trip, entanglement, strangulation hazards;
 - (ii) "Ground Stream" type features, particularly those containing low to the ground or movable components;

- (iii) Components with moving parts that may pose a hazard or injury;
- (iv) Water cannons or shooting components with high pressure water or components which resemble weapons;
- (v) Components that contain complicated computerized mechanisms;
- (vi) Features should not have handles on them that are wide enough for children to stand on and spin with the feature or that move and might hit a stationary child;
- (vii) Standing fixtures shall not have excessive overhangs or cantilevers;
- (viii) Ground sprays that act as activators will not be accepted;
- (ix) Components with shapes or surfaces that may attract skateboarding on them;
- (x) Components with hanging parts that a person could easily reach and hang from, break, or bend.

E17.2 Water play components:

- (a) Shall be from one manufacturer to assure compatibility of spare parts for fixtures.
- (b) Special consideration will be given to products that offer the ability to remove and relocate components to another site.
- (c) Minimum two Bollard activators: one for family and senior area, and one for infant area. Wireless activators are preferred.
- (d) Minimum of moving parts
- (e) Durable, vandal resistant anchors, finishes, treatments.
- (f) Tall features must be tall enough the people can't hang from them.
- (g) Ease of maintenance
- (h) Adjustable controls – provide details of 'operation time', 'run time', etc. to manage water consumption. Controls to be programmable to allow flexibility in changing spray sequence.
- (i) Bases/Connections should permit the ability to shift components to other bases located in spray pad.
- (j) Component design is to enhance the safety of the spray pad.
- (k) All components to be grounded in accordance with Manufactures requirements and Electrical code.

E17.3 Payment shall be as per item "Spray Features" on Form B:Prices.

E18. CONCRETE SPRAY AND OVERSPRAY BASIN

E18.1 The Concrete spray basin and apron shall be as sized and laid out as per the Drawings.

E18.2 Site shall be accessible throughout with no curbs blocking access.

E18.3 All surfaces shall be straight to drain

E18.4 Contractor shall coordinate the layout of the fixtures on the spray basin and apron and the details of construction to ensure that:

- (a) Basin shall collect overspray to a minimum of manufacturers specified overspray.
 - (i) In addition to the manufacturers minimum overspray the following additional oversprays shall apply:
 - (i) Fixtures that spray water up to 1 m in height shall have a manufacturers designed overspray that extends no closer than 1.8 m from the edge of the concrete.
 - (ii) Fixtures that spray water up to 2 m in height shall have a manufacturers designed overspray that extends no closer than 2.4 m from the edge of the concrete.

- (iii) Fixtures that spray water over 2 m in height shall have a manufacturers designed overspray that extends no closer than 3 m from the edge of the concrete.
 - (b) Concrete pad, designed to support light truck use in a wet environment.
 - (c) Sloped to drain towards return inlets. Maximum slope to be 1:15.
 - (d) Provide a slip resistant surface suitable for use in this type of installation and acceptable to the City. Surface treatment must strike a balance between non-slip and so rough that it is not comfortable to walk on or will cause scrapes when a child falls.
 - (e) Provide drain lines as required.
 - (i) Minimum of 2 drains with anti-vortex covers (secured), or trench drains shall be provided for each drainage sub-basin as appropriate to the design.
 - (i) Deck drains to be sized appropriately to size of basin and fixtures proposed.
 - (ii) Drains, access lids, frames, etc. to be hot dipped galvanized.
 - (iii) To be heavy duty non-corroding metal alloy or equally durable fibreglass or plastic construction.
 - (iv) Drain lines are to gravity drain to facilitate winterization.
 - (f) Rebar shall be epoxy coated and sized as per the Drawings
 - (g) Basin shall include an apron which shall drain to the internal drains.
- E18.5 Should the Contractors selection and layout of fixtures, or budgetary considerations during the bid process necessitate adjustments in the layout of the spray pad the Contractor shall submit Shop Drawings for the approval of the Contract Administrator with sufficient detail to:
- (a) Satisfy the permitting authorities.
 - (b) Clearly show that the basin and apron will meet the performance criteria noted in E18.4
 - (c) Show that the proposed change is consistent with the project design intent as evidenced by the Drawings.
- E18.6 Concrete and testing shall be as per CW 3310 R14
- E18.7 Contractor shall prepare three three samples of concrete finishes 60 cm x 60 cm with a light, medium and rough finish. Contract Administer and Community Services / PPD to approve finish samples prior to any concrete being poured.
- E18.8 Payment shall be as per item "Spray and Overspray Basin" on Form B:Prices. Should the Contractor make adjustments as per item E18.5 there shall be no adjustment in the price.
- E19. ASPHALT PAVING**
- E19.1 This specification covers the supply and installation of asphalt path including all excavation, compaction, geotextile, sub-base and base construction, asphaltic paving, and repair of existing sod to ensure a smooth transition to the pathway.
- E19.2 This specification is supplemental to CW 3110, CW 3170, CW 3410, and SCD-648A. Materials, testing, and installation are to conform to these standard specifications.
- E19.3 Excavated material is to be disposed of off site.
- E19.4 Sub-base, base materials and depths are as noted on drawing.
 - (a) Recycled concrete will not be acceptable as a base material.
- E19.5 Asphaltic paving is to be Type 1A. Depth, alignment, grade is as noted on the drawing. Asphalt shall be placed in one lift.

- E19.6 Except as specifically noted on the drawing pathways are to be constructed so as to function with existing drainage patterns and are to have a minimum cross slope of 1%. Contractor is to stake elevations and ensure that they are satisfactory to the Contract Administrator prior to installing base.
- E19.7 Sub-base and base courses are to extend past asphalt as shown on the drawing.
- E19.8 Asphalt is to meet existing asphalt in a neat and precise manner.
- E19.9 Within 48 hours of installation Asphalt surfaces are to be dusted with concrete dust applied either by sweeping or blowing. Concrete dust that does not adhere to the surface is to be removed.
- E19.10 Measurement and Payment will be at the contract unit price per square meter for item 'Asphalt Paving' on Form B:Prices. Measurement shall be of the actual area covered by Asphalt. Price shall be payment in full for supplying materials and for performing all operations listed below:
- (a) Excavate in-situ material to accommodate the pavement structure including base and subbase. Disposal of excess material.
 - (b) Supply and installation of Geotextile.
 - (c) Supply and placement of Crushed limestone Subbase course.
 - (d) Supply and placement of Crushed limestone base course.
 - (e) Supply and placement of Asphaltic Concrete .
 - (f) Dusting of Asphalt surfaces.
 - (g) Repair of grass (tie-in) at edge of newly constructed path.
 - (h) Repair of grass (tie-in) at edge of newly constructed paving as may be required.

E20. SODDING

General Description

- E20.1 This specification covers the removal of existing grass, topsoil or sand, levelling or excavating the area designated to receive sod, supply and installation of topsoil and sod, the topdressing and seeding of seam, edges and areas of minor Site restoration.

Materials and Methods

- E20.2 Topsoil and sod are to be supplied and installed as per CW 3510-R8 and CW 3540-R3.
- E20.3 Areas to be Sodded are to be laid out on Site and approved by Contract Administrator before commencing Work. Work outside the limits approved by the Contract Administrator will not be measured and will not be paid for under this section but considered incidental to the Work. Incidental Site restoration shall conform to the same Specifications.
- E20.4 Edge where sod is to meet existing sod is to be cleanly cut prior to topsoil spreading. Overlap of new sod and existing turf will not be accepted.
- E20.5 Contractor shall lay sod consistent with the sod pattern provided in the Drawings.
- E20.6 The compacted depth of topsoil shall be 10 cm.
- E20.7 Following installation the Contractor shall clearly mark out the extents of the new sod and maintain those markings throughout the maintenance period.

Measurement and Payment

E20.8 Measurement and Payment will be at the contract unit price per square meter for item "New Sod c.w. Topsoil" at the unit prices on Form B: Prices. Measurement shall be of the actual area sodded within the limits approved by the Contract Administrator. Price shall be payment in full for supplying materials and for performing all operations listed below:

- (a) Supply and installation of topsoil.
- (b) Supply and placement of sod.
- (c) Maintenance of sod.

E20.9 Payment shall be as per CW 3510

E21. CRUSHER FINES PAVING

General Description

E21.1 This specification covers the supply and installation of granular paving as a new base for the relocated toboggan slide. It includes all excavation, compaction, geotextile, sub-base and base construction as well as gravel surfacing, and repair of existing sod to ensure a smooth transition to existing sod. Other items necessary to complete this portion of the Work and not noted elsewhere are considered incidental to this Work.

Materials and Methods

E21.2 This specification is supplemental to CW 3110, CW 3130, CW 3170 and SCD-646. Materials and installation are to conform to these standard Specifications.

E21.3 Sub-base, base materials and depths are as noted on drawing.

E21.4 Excavation is to be reviewed by Contract Administrator prior to the installation of fabric or sub-base.

E21.5 Sub-base is to be installed and compacted.

E21.6 Where the granular paving is to pass through an existing grassed surface the Contractor is to cut the sod using a sod cutter at the edges of the new patio prior to excavation.

E21.7 Except as specifically noted on the drawing areas of granular paving are to be constructed so as to function with existing drainage patterns and are to have a minimum cross slope of 2% and a maximum cross slope of 3%.

E21.8 Granular paving is to meet existing landscaping, concrete paving and roads in a neat and precise manner.

Measurement and Payment

E21.9 Measurement and Payment will be at the contract unit price per square meter for 'Crusher Fines Paving' on Form B: Prices.

E21.10 Where restoration of sod is required and is outside of an area specified for new sod, this shall be considered incidental to the crusher fines paving and will not be measured or otherwise paid for.

E21.11 Measurement shall be of the actual area covered by granular paving within the limits shown on the Drawings. Price shall be payment in full for supplying materials and for performing all operations listed below:

- (a) Sod cutting adjacent edge of existing sod
 - (i) This item shall be considered to be 10 percent of the total cost.
- (b) Stripping existing sod or topsoil topsoil.

- (c) Excavate in-situ material to accommodate the pavement structure including base and subbase.
- (d) Supply and installation of Geotextile.
- (e) Supply and placement of Crushed limestone base course.
- (f) Supply and placement of Crushed surfacing.
- (g) Compaction
- (h) Repair of grass (tie-in) at edge of newly constructed paving as may be required.

E22. SITE DRAINAGE

E22.1 This specification shall include both the catch pits, the piping and connecting to the existing catch basin.

E22.2 All work shall be done in accordance with CW 2030.

E22.3 Catch Pits and Piping

- (a) Acceptable park catch pits include:
 - (i) Nyoplast, Light Duty Inline Drain, no sum and complete with 12" drop-in grate or approved equal in accordance with B6..
- (b) Piping shall be as indicated on the drawing.

E22.3.1 Method of Measurement and payment shall be as follows:

- (a) Pricing shall be as lump sum for catch pits, piping, and installation including, connection to existing park drainage system

E23. FENCING

General Description

E23.1 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Fencing according to the drawings and specifications.

E23.2 This specification shall cover the supply and installation of the Fence as shown on the Drawings.

Materials

E23.3 All granular backfill material shall conform to CW 3110-R10 and CW3130-R1. All materials supplied under this Specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.

E23.4 Posts and Dimensional Lumber are to be ACQ pressure treated (P.T.) pine, No.2 or better, no wane, bark, checking or splitting permitted. Wood shall be smooth and free of rough areas.

E23.5 Screws shall be stainless steel or ceramic coated and certified for use with ACQ pressure treated wood.

Construction Methods

E23.6 Layout shall be established on site as per the drawings provided.

E23.7 Posts shall not be installed until after all rough grading is complete and both the rough grading and the layout and has been reviewed and approved as consistent with the general intend of the design drawings by the Contract Administrator.

E23.8 Fence shall be constructed as per Details provided.

E23.9 All timbers shall be cut neatly for a proper fit with no spaces or gaps between. All cuts shall be stained/end cut before being secured. Finished elevations shall ensure that all timbers are smooth, level, set plumb and spaced uniformly.

Measurement and Payment

E23.10 Fence shall be measured on a linear metre basis.

E23.11 Payment shall be as per Form B:Prices for item "Fence" on Form B:Price.

E24. TREES, SHRUBS, AND GROUND COVERS

E24.1 This section shall cover the supply and installation of trees, shrubs, ground covers and other plants.

E24.2 Trees shall be of the size and type specified in the proposal but in no case shall they be less than 65 mm \varnothing . Trees which fail to meet this specification will be rejected.

E24.3 The Contract Administrator reserves the right to inspect trees at their original source and the give direction as to root and branch pruning requirements.

E24.4 Plant material shall be of quality and sizing consistent with all sections of "Canadian Guide for Nursery Stock" latest edition as published by the Canadian Nursery Trades Association. Plants are to be measured when in their natural position. Height and spread dimensions refer to the main body of the plant and not to the distance from branch tip to branch tip. Measurement of calliper is to be at a height of 15 cm above the base of the tree as measured in the nursery. All other measurements are to be as per Canadian Guide for Nursery Stock.

E24.5 Trees shall be of number one grade having only sturdy stems that are reasonably straight for type, a well balanced crown and a single dominant leader. Trees shall be well branched, true to type, and structurally sound. Contract Administrator reserves the right to reject any trees that do not meet this criteria or show signs of disease, mechanical damage, insect or rodent damage, sunscald, frost cracks. All parts of the tree shall be moist and show live, green cambium beneath the surface of the bark.

E24.6 Plants from native stands, woodlots, orchards or abandon nurseries shall be deem 'collected'. The use of collected plants will not be permitted.

E24.7 Nomenclature for plants specified shall conform to the International Code of Nomenclature for Cultivated Plants and shall be in accordance with the approved scientific names given in the latest edition of Standardized Plant Names. Names not found within the Standardized Plant Names shall be understood to be in accordance with locally accepted practice. Where there is doubt or ambiguity the Bidder/Contractor shall notify the Contract Administrator and request clarification. The clarification of the Contract Administrator shall be considered final.

E24.8 Topsoil Planting/Shrub Bed/Backfill mix shall be screened garden soil with a mixture of two parts black loam topsoil, one part sand and one part peat moss.

E24.9 Shrub beds shall be prepared with a minimum depth of 30 cm of Shrub Bed mix and 10 cm depth of mulch.

E24.10 Tree stakes shall be heavy duty T rail iron stakes 37 mm x 37mm by 2.4 m primed with one coat of black zinc rich plant paint to CGSB 1GP-181B. Section of stake above ground shall be painted with one coat of black enamel paint.

E24.11 Planting shall be consistent with details provided on the drawings.

E24.12 Protection of stock

- E24.13 All nursery stock shall be well protected from damage from the time of digging until the time of planting on Site. Supplier and Installer are to ensure that the root ball is protected from drying out, and that all roots have been cleanly cut.
- E24.14 Transport of nursery stock shall be done in a manner so that trees do not suffer damage during transport. Branches shall be tied to reduce the risk of mechanical damage. Equipment used to handle nursery stock shall be padded. Nursery stock shall be maintained in a moist condition from the time of arrival on Site until the time of planting.
- E24.15 All trees installed as a part of this Contract shall be guaranteed for a period of two years from the recognized completion date. Any plants found in poor condition or dead during this period shall be replaced with stock meeting the original specification and using methods/techniques consistent with the original specification, without cost to the City. During the growing season this replacement shall occur within two weeks of the Contractor being notified of the condition of the plants. In the event that an acceptable replacement tree is not available at the time a replacement is called for the Contractor shall remove the dead plant from the Site within the two-week period and restore the planting hole. The replacement tree shall be installed at the time it becomes available. Excepted is material or items damaged as a result of accidental causes or vandalism, which will not be subject to warranty.
- E24.16 Contract Administrator reserves the right to extend the Contractor's warranty obligations for an additional one year period if, at the end of the initial warranty period leaf development and growth are not sufficient to ensure future survival.
- E24.17 Plants shall be planted in locations determined on Site by the Contract Administrator.
- E24.18 Replacement plant material installed under the terms of the warranty shall be maintained for a period of two years from the date that the replacement plant is installed. At the end of the maintenance period the Contractor is to remove any stakes, guy wires from the Site.
- E24.19 Payment shall be as per Form B: Prices for item "Trees".

E25. LANDSCAPE MAINTENANCE

- E25.1 This section shall cover the maintenance for all sod, shrub beds, and trees and shrubs supplied and installed or transplanted during the course of this Contract.
- E25.2 Sod Maintenance shall be as per CW 3510.
- E25.3 The Contractor shall be responsible for maintaining the plant material from installation for a period of two years from the date of installation or from the date of total performance which ever is later. It is expected that the plants shall be actively maintained from May 1 to October 31st of each year.
- E25.4 The replacement of any deciduous or coniferous plant material shall initiate the start of an additional 2 year maintenance on the replaced plant.
- E25.5 Active maintenance is to include;
- (a) Watering
 - (b) Weeding control (Planting locations only)
 - (c) Pest and Disease control
 - (d) Pruning
 - (e) Tree Support and tie maintenance and adjustment
 - (f) Winter protection
- E25.6 Water shall be applied as required to maintain optimum conditions. During dry weather the Contractor should expect to water on a weekly basis. Each tree is to be thoroughly watered

when it is watered (40 litres per 25 mm of calliper). Contractor is to avoid over watering by reducing the frequency during wet weather.

- E25.7 Contractor shall maintain tree pits and shrub beds in a weed free condition throughout the maintenance period. Weed should be removed frequently and not left to establish for a period greater than 10 days.
- E25.8 Contractor is to control pests and diseases as required. Contractor shall inform the Contract Administrator prior to applying pesticides and use only those pesticides of low mammalian toxicity. Persons applying pesticides shall have a valid pesticide applicators license and strictly follow manufacturers instructions regarding the application of the chemicals and the safety precautions required to apply them.
- E25.9 Pruning shall be done by persons with a valid Manitoba Tree Pruners license. Pruning shall be as necessary to remove dead or damaged limbs as well as maintain species typical form and healthy growth. Pruning shall be done in accordance with industry accepted methods to standard good practice. In the event of a disagreement the opinion of the Contract Administrator as to what constituted standard good practice shall be considered final.
- E25.10 Tree support and stakes are to be inspected at each weeding/watering to ensure that they are properly adjusted.
- E25.11 At the end of each growing season Contractor is to ensure that tree is properly fitted with rodent protection as per the planting detail.
- E25.12 Maintenance operation are to be diarised. Each diary entry is to contain the following;
- (a) Maintenance Site Forman
 - (b) Date
 - (c) Weather conditions
 - (d) Actions performed
- E25.13 Maintenance of the sodded areas shall be deemed a part of Topsoil, Sod and Shrub Bed preparation and paid for as per CW 3510.
- E25.14 Maintenance of the installed plants shall be paid in the amount specified for "Tree Maintenance" on Form B: Prices prorated to cover that portion of the maintenance actually completed and paid for at the end of each growing season.

E26. SITE FURNITURE

General Description

- E26.1 This specification shall cover the supply and installation of Benches, Picnic Tables, Bike Racks, Cool Toppers, and Waste Receptacles, as called for on the drawings. The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work as shown and specified herein.

Materials

- E26.2 All materials supplied under this specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.
- E26.3 Cool Toppers Shade structures shall be Landscape Structures CoolToppers 3.66 metre square shade structures and fabric as noted on the drawings or approved equal in accordance with B7.
- E26.4 Cool Toppers posts are to be custom fabricated with post length 60cm longer than standard to allow for placement with 60 cm of additional clearance from the picnic tables.
- (a) Cool toppers to be supplied with one extra set of fabrics.

- E26.5 Park Benches shall be “Tache Bench – Composite with arms” as per SCD-121A for embedded mount cedartone with metal coloured galvanized, and supplied by the City of Winnipeg FOB Central Manufacturing facility at no cost to the Contractor. They shall be as indicated on the drawings.
- E26.6 Bicycle Rack
- (a) Bike Racks shall be Dumor 125-40 (Contact: GAT Home Company Ltd. – Neil Buller 943-5050), – Galvanized finish, embedment installation or approved equal in accordance with B7
- E26.7 Waste Receptacle(s) is to City of Winnipeg Waste Receptacle side opening metal slat type with wire basket and galvanized finish as per SCD-119 and be shall be supplied by the City FOB Central Manufacturing facility at no cost to the Contractor.
- E26.8 Accessible Picnic Table shall be Tache style Metal Picnic Table as per SCD-122A, and supplied by the City of Winnipeg FOB Central Manufacturing facility at no cost to the Contractor.
- (a) Contractor shall pour a 10 cm thick concrete pad measuring 150 mm x 1900 mm so that the top of the pad is flush with the adjacent finish surface and anchor the Accessible table by bolting it to the concrete pad.
- E26.9 Standard Picnic Table shall be Tache style Metal Picnic Table as per SCD-122, and supplied by the City of Winnipeg FOB Central Manufacturing facility at no cost to the Contractor.
- (a) Contractor shall pour a 10 cm thick concrete pad measuring 150 mm x 1900 mm so that the top of the pad is flush with the adjacent finish surface and anchor the Standard table by bolting it to the concrete pad.
- E26.10 Contact for City supplied (at no cost to the Contractor) site furniture:
- (a) Email pwd-cps-orderdesk@winnipeg.ca
Derrick Downey Foreman
204-391-2860

Construction Methods

- E26.11 Contractor shall obtain Standard Picnic Tables, Waste Receptacle(s), and Tache benches from the City and deliver to the jobsite.
- E26.12 All other items are to be supply and install.
- E26.13 All fixtures and furnishings are to be installed as per manufactures instructions.
- (a) Install waste receptacle as per SCD-119.
- (b) Install Tache Benches as per SCD-121A
- (c) Install picnic table as per SCD-122A.
- (d) Cool Toppers are to be installed so as to achieve a 9' 7" clearance between the finished ground and the bottom of the fabric.
- E26.14 All concrete used in installation is to meet CW 2160.
- E26.15 All furnishings and fixtures to be installed plumb and true to correct elevations and location, as directed the Contract Administrator. The Contractor shall confirm proposed locations of all site furnishings with Contract Administrator prior to installation.
- E26.16 All furnishings and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering, which will injure or distort fixture, is prohibited.
- E26.17 Picnic Tables are to be securely fastened by bolting to the specified concrete pad.

Method of Measurement and Basis of Payment

E26.18 Measurement and payment shall be for delivery and installation of each as per each items listing on Form B: Prices. Said price shall include all Work necessary to deliver and install each item of Site furniture as well as the cost of providing a crusher fines pad for each item.

E27. COMMISSIONING

E27.1 System Start-up, First and Second Year Winterization

- (a) Contractor to perform the system start-up in accordance with the information contained in the Operation and Maintenance Manuals in order to have the Work fully operational for public use by the date of Substantial Performance specified herein.
- (b) After the operation of the Work for the season, the Contractor shall perform the first year winterization of the Work and subsequent start-up the following spring
- (c) The Contractor shall perform a second year winterization and subsequent start-up following the second year of operation.
- (d) The Contractor shall provide the Contract Administrator with 48 hours notice prior to commencing the start-up and winterization procedures in order that the City staff may attend.

E27.2 System Start-up, First and Second Year Winterization

- (a) Contractor to perform the system start-up in accordance with the information contained in the Operation and Maintenance Manuals in order to have the Work fully operational for public use by the date of Substantial Performance specified herein.
- (b) After the operation of the Work for the season, the Contractor shall perform the first year winterization of the Work and subsequent start-up the following spring
- (c) The Contractor shall perform a second year winterization and subsequent start-up following the second year of operation.
- (d) The Contractor shall provide the Contract Administrator with 48 hours notice prior to commencing the start-up and winterization procedures in order that the City staff may attend.

E27.3 Operation and Maintenance Manuals

- (a) The Contractor shall provide in a format acceptable to the Contract Administrator three (3) bound copies as well as one electronic copy (in pdf format) detailing the operation and maintenance instructions for all elements of the Construction including:
 - (i) Manufacturers' written instructions, part schedules, warranties, shop drawings, schedules, wire diagram and a listing of persons to contact for repairs during the warranty period.
 - (ii) Descriptions of day to day operations, preventative maintenance, annual and periodic maintenance, and procedures for seasonal shutdown and start-up.
 - (iii) Operations and Maintenance manual shall state:
 - (i) That the system cannot be back flushed (automatically or manually) or drained during wet weather events.
 - (ii) That back flushing shall only be done in off-peak hours (14:00-17:00 and 23:00-6:00).
- (b) Manuals shall be submitted as three original copied bound an a three ring notebook complete with tabs to separate each section (first section to be table of contents) and one electronic copy in PDF format submitted on a USB drive.

E27.4 Staff Training

- (a) On Site training provided to City pool staff and maintenance personnel in proper operation and maintenance procedures for the system.
- (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 the training.
- (d) Training shall be a minimum of one half day duration.

E27.5 Record Drawings

- (a) Contractor is to maintain a set of white prints on site during the construction. These are to be continuously updated to accurately record any changes or deviations from the shop drawings including but not limited to buried line location and runs dimensioned from the existing buildings, conduit size etc..
- (b) Prior to requesting Substantial Performance the Contractor shall transfer this information onto a autocad drawing including any necessary corrections required to ensure accuracy, print a set of these drawings and sign them as a certification of accuracy, and provide both the printed set and the autocad drawings to the Contract Administrator.

E27.6 For all commissioning items except the winterization and start-up, the Payment shall be as per Form B:Prices at the price for item "Commissioning".

E27.7 For the winterization and start-up the payment shall be annual after a winterization and subsequent start-up at the unit price shown on the Form B:Prices at the price for the item "Fall Winterization and Spring Start-up 2022-23 and 2023-24". This payment shall be understood to include both a fall winterization and a spring start-up and shall be paid at the spring start up following a fall winterization.

E28. SITE RESTORATION

E28.1 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all tools, equipment, waste, debris and surplus foundation earth to the satisfaction of the Contract Administrator. Unless otherwise specified, and as a condition of Total Performance the Contractor shall restore all areas of the Site beyond the established limit of Work, which have been disturbed by the Contractor's operations to as good as or better than the original condition to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this Work