



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 475-2023**

**SPRAY PAD DEVELOPMENT – CHAMPLAIN COMMUNITY CENTRE**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SPRAY PAD DEVELOPMENT – CHAMPLAIN COMMUNITY CENTRE

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, August 15, 2023.

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 make an appointment to view the Site by contacting the Contract Administrator.

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

B3.3 The Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Proposal or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B3.4 The Proponent is responsible for determining:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect their Proposal or the performance of the Work.

### **B4. ENQUIRIES**

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

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

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

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

- B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.
- B4.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

## **B5. CONFIDENTIALITY**

- B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
  - (b) becomes publicly known other than through the Proponent; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **B6. ADDENDA**

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B6.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

## **B7. SUBSTITUTES**

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

- B7.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base their Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with 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 Descriptions, in accordance with B13;
  - (c) Project Work Plan, in accordance with B14;

- (d) Systems Integration, in accordance with 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](http://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 their own name, their name shall be inserted;
  - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Proponent is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, it shall be signed by the Proponent;
  - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Proponent is a corporation, it shall be signed by their duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
  - (d) if the Proponent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

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

## **B10. PRICES**

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

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

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

- (i) Separate Price to be deducted from Total Bid Price – Item No. 1 shall be the amount deducted from the Total Bid Price if the Decorative Fence Features are deleted in accordance with B24.5(b);
- (ii) Separate Price to be deducted from Total Bid Price – Item No. 2 shall be the amount deducted from the Total Bid Price if the Trees are deleted in accordance with B24.5(b);
- (iii) Separate Price to be deducted from Total Bid Price – Item No. 3 shall be the amount deducted from the Total Bid Price if the Tree Maintenance is deleted in accordance with B24.5(b); and
- (iv) Separate Price to be deducted from Total Bid Price – Item No. 4 shall be the amount deducted from the Total Bid Price if the Shade Structures are deleted in accordance with B24.5(b).

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

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

## **B11. ECONOMIC ANALYSIS**

B11.1 The Proponent shall complete Form C: Economic Analysis for the Spray Pad, providing values based upon the Proponent's design and local water and electrical rates.

## **B12. DESIGN DRAWINGS**

B12.1 The Proponent should submit drawings that illustrate the proposed design, including if the price bid is subject to the colours of the proposed design and play equipment, such as plan, perspective, manufacturer's footing specifications and any other submissions to illustrate the design intent. Additional drawings may be requested prior to award for more detailed information.

B12.2 The Proponent's submitted drawings should show:

- (a) The proposed design of the spray pad, clearly demonstrating the layout of features and they relate to the Site;
- (b) Separation / location of age appropriate play zones;
- (c) The overall quality of the design and its aesthetic appeal;
- (d) Compliance with the City of Winnipeg Accessibility Design Standards; and
- (e) Overall play experiences.

**B12.3 Design Drawings should include at a minimum:**

- (a) A site context plan, including:
  - (i) Location and configuration of the spray pad in association with the surrounding site and amenities;
  - (ii) Proposed site works such as pathways, fencing, and site furniture;
  - (iii) Indication of site services; and
  - (iv) Any connections that are required or will be considered beneficial.
- (b) A plan of the spray pad clearly showing the location and orientation of all spray components within the context of the site plan, including:
  - (i) Component spray zones,
  - (ii) Spray pad and overspray zone,
  - (iii) Manifold cabinet location,
  - (iv) Drain locations, and
  - (v) Schematics of site services and any modifications, relocations and connections.
- (c) Any proposed changes to the design of the spray pad shall be clearly indicated.
- (d) A concise written description of the design rationale.
- (e) Perspective sketches, renderings, sections, details, and other graphic representations sufficient to illustrate the proposed design.
- (f) An itemized list of proposed spray components with a legend that relates them to their graphic representation on the plan.

**B13. COMPONENT DESCRIPTIONS**

- B13.1 The Proponent should submit component description and/or graphic or catalogue reference outlining specifications of spray equipment components and the quality, durability, and warranty of materials.

**B14. PROJECT WORK PLAN**

- B14.1 The Proponent should submit a Project Work Plan that clearly demonstrates the Proponent's understanding of the Work, including:
- (a) A methodology and schedule to decommission and remove the existing wading pool and building.
  - (b) A methodology and schedule for delivery the fully operational and commissioned spray pad by the Substantial Performance deadline.
- B14.2 The Project Work Plan should included, at a minimum:
- (a) A detailed methodology demonstrating the Proponent's thorough knowledge of the project and the desired deliverables, including:
    - (i) Design and permitting,
    - (ii) Description of the commissioning process,
    - (iii) Description of the training being proposed,
    - (iv) Quality assurance,
    - (v) Budget control and assurance, and
    - (vi) Risk management.
  - (b) A list or chart of key personnel involved in the project, including all subcontractors, detailing their roles, relationships, and responsibilities.
  - (c) A proposed project schedule in a Ghant chart format, including but not limited to:
    - (i) A timeframe for drawings and permitting,
    - (ii) A timeframe for spray component delivery,

- (iii) All construction operations,
  - (iv) Sodding and sod maintenance,
  - (v) Tree planting and tree maintenance,
  - (vi) Commissioning, and
  - (vii) All project milestones.
- (d) Subcontractor coordination should be clearly demonstrated in the project schedule. All subcontractors should sign off on the proposed schedule to demonstrate that they have agreed to undertake the Work and can do so in the allotted timeframe. Subcontractors may either sign next to their respective place in the schedule or submit a letter acknowledging said information. The letter(s) may be appended at the end of the proposal.

## **B15. SYSTEMS INTEGRATION**

B15.1 The Proponent should submit:

- (a) Civil, Mechanical and Electrical system schematics developed in sufficient detail to describe the intended operation of the spray pad;
- (b) Controller sequence(s) showing which features will be operating at the same time and which features will be operated by which controller;
- (c) A description of the controls and a brief narrative about how the controls can be adjusted or modified should this prove to be necessary, as well as anticipated costs for the same; and
- (d) A maintenance schedule and anticipated maintenance costs associated with the spray pad features and mechanical system being proposed.

## **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) N/A

## **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 their participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

**B17.3** In connection with their 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 their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

**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 their sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B17.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of their Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

**B17.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

## **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);
  - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B18.5 and D7).
- 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 Further to B18.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B18.6 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.
- B18.7 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

## **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](http://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 their 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 their Proposal without penalty prior to the Submission Deadline.

## **B22. INTERVIEWS**

- B22.1 The Contract Administrator may, in their 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 | 45% |
| (f) | Project Work Plan                          | 25% |
| (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 their 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 B24.1(a), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices adjusted, if necessary, as follows:
- (a) if the lowest evaluated responsive Bid submitted by a responsible and qualified Proponent, is within the budgetary provision for the Work, no adjustment will be made to the Total Bid Price; or
  - (b) if the lowest evaluated responsive Proposal submitted by a responsible and qualified Proponent exceeds the budgetary provision for the Work, the Total Bid Prices of all responsive Bids submitted by responsible and qualified Proponents will be adjusted by progressively deducting items 1, 2, 3 and 4 from 'Separate Prices to be deducted from Total Bid Price' noted on Form B: Prices in the order listed here until a Total Bid Price within budgetary provision is achieved.
- B24.5.1 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.
- B24.6 Further to B24.1(a), the Award Authority may reject a Bid as being non-responsive if it exceeds the budget as shown in D2.3, and will not be further evaluated.
- B24.6.1 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.
- B24.7 Further to B24.1(d) Design Drawings and Component Descriptions shall be evaluated with a weighting of 45 points out of a total of 100 possible points as per B12 and B13.
- B24.7.1 The Design Drawings and Component Descriptions for the Spray Pad shall be evaluated on the following criteria:
- (a) The clarity of the drawings, including a site context plan, and supportive imagery and literature, to effectively communicate the design, intent and function of the spray pad and features (5 points).
  - (b) The quality, nature and diversity of play components and play experiences on the spray pad (15 points);
  - (c) The design aesthetic, including the implementation of a consistent and appropriate theme (5 points);

- (d) The layout of the spray components in relation to each other and as organized on the spray pad. Implementation of appropriate age zones are deemed part of the proposal (10 points); and,
- (e) The quality, durability and warranty of materials (10 points).

B24.8 Further to B24.1(f), the Project Work Plan for the project shall be evaluated with a weighting of 25 points out of a possible 100 points, as per B14.

B24.8.1 The Project Work Plan shall be evaluated on the following criteria:

- (a) The project delivery methodology and understanding of the functional and technical issues (10 points);
- (b) The clarity and appropriateness of the proposed project schedule (10 points); and,
- (c) The organizational chart with Contractor and Subcontractor experience and acknowledgment (5 points).

B24.9 Further to B24.1(g), the Systems Integration shall be evaluated with a weighting of 10 points out of a possible 100 points as per B15.

B24.9.1 The Systems Integration for the Spray Pad shall be evaluated on the following criteria:

- (a) Clarity and completeness of Civil, Mechanical and Electrical system schematics (4 points);
- (b) Review of operational considerations (3 points);
- (c) Maintenance schedule and anticipated maintenance costs (3 points).

B24.10 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

## **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 their own forces;
- (d) only one Proposal is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

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 their Proposal upon written request to the Contract Administrator.

B25.4 The City may, at their 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 Following the award of contract, a Proponent will be provided with information related to the valuation of their Proposal upon written request to the Contract Administrator.
- B25.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Construction* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](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 the decommissioning and removal of a wading pool and building, the supply and construction of a new "spray to drain" spray pad, and the associated site development.

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

- (a) Decommissioning and demolition of a small building;
- (b) Removal of a wading pool, including the decommissioning of the sewer and water services and the removal of the concrete pool basin;
- (c) Design and construction of a straight-to-drain spray pad, including but not limited to all associated fixtures, drains, piping, electrical works and concrete spray basin, complete with all required permitting;
- (d) Supply and installation of a concrete spray pad and associated walkways and sitting areas;
- (e) Supply and installation of rubber surfacing;
- (f) Supply and Installation of water spray features;
- (g) Sewer, water and electrical connections;
- (h) Commissioning of the spray pad;
- (i) Pick up and installation of site furniture;
- (j) Supply and installation of Shade Structures and Bike Racks;
- (k) Supply and installation of chain link fencing with decorative features; and
- (l) Site restoration including site grading, topsoil and sodding.

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

#### **D3. SITE INVESTIGATION DUE DILIGENCE AND RISK**

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

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the Site conditions, including but not limited to subsurface hazardous materials or other concealed physical conditions;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;

- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect the performance of the Work;

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

#### **D4. DEFINITIONS**

D4.1 When used in this Request for Proposal:

- (a) **“Supply Chain Disruption”** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption.

#### **D5. CONTRACT ADMINISTRATOR**

D5.1 The Contract Administrator is David Wagner Associates Inc., represented by:

Elizabeth Christiansen  
Landscape Architect

Telephone No. 204 782-2217

Email address: echristiansen@dwla.ca

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

#### **D6. CONTRACTOR'S SUPERVISOR**

D6.1 Further to C6, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in their employ.

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

D6.2.1 Further to C5, Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

#### **D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

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

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

D7.1.2 The accessible customer service obligations include, but are not limited to:

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

## **D8. UNFAIR LABOUR PRACTICES**

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

## SUBMISSIONS

### D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### D10. SAFE WORK PLAN

D10.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>.

D10.3 Notwithstanding B18.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

### D11. INSURANCE

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

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg and David Wagner Associates Inc. 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.

D11.2 Deductibles shall be borne by the Contractor.

D11.3 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.

D11.4 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.

### D12. CONTRACT SECURITY

D12.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security until the expiration of the warranty period in the form of:

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

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

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

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

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

D12.1.4 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.

D12.2 The Contractor shall provide the Contract Administrator identified in D5 with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order or an award letter and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D12.3 Where the contract security is provided in accordance with D12.1(a) and D12.1(b), the Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:

- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D12.1(b); and
- (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

### **D13. SUBCONTRACTOR LIST**

D13.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

### **D14. DETAILED WORK SCHEDULE**

D14.1 Within seven (7) Working Days of receipt of the notice of award, the Contractor shall review and update the detailed work schedule laid out in the Proponent's Project Work Plan with the Contract Administrator/

D14.2 The detailed work schedule shall be in a format acceptable to the Contract Administrator.

D14.3 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site.

D14.4 Detailed Work Schedule shall consist of the following dates but not be limited to:

- (a) Final drawing submissions for the spray pad,
- (b) Permitting,
- (c) Ordering of spray components,
- (d) Delivery of spray components,
- (e) Start of Work on Site,
- (f) Building demolition,
- (g) Wading pool removals,
- (h) Water and sewer connections or disconnections,
- (i) Excavation and site preparation,
- (j) Civil, Mechanical, and Electrical Work,
- (k) Concrete pour(s),
- (l) Installation of rubber surfacing,
- (m) Installation of spray components,
- (n) Topsoil and sodding,
- (o) Tree planting,
- (p) Fencing, site furnishings, and site restoration,
- (q) Commissioning, Winterization, and Start-up,
- (r) Substantial Performance, and
- (s) Total Performance.

D14.5 Other milestone dates appropriate to this project should also be included to make the Contract Administrator aware of them.

### **D15. REQUIREMENTS FOR SITE ACCESSIBILITY PLAN**

D15.1 The Contractor shall provide the Contract Administrator with an Accessibility Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D15.2 The Accessibility Plan shall demonstrate how the Contractor will accommodate the safe passage of pedestrians and cyclists in accordance with the Manual of Temporary Traffic

Control, the Contract Drawings, Staging Plans, and Streets By-Law No. 1481/77 at all times for the duration of the Construction. Unless noted in the Contract, the Accessibility Plan must include a written plan for the following:

- (a) How the Contractor will maintain at least one crossing in each direction for each intersection (one north/south crosswalk and one east/west crosswalk).
- (b) How the Contractor will maintain access to bus stops within the site.
- (c) How the Contractor will maintain access to pedestrian corridors and half signals.
- (d) How the Contractor will maintain cycling facilities.
- (e) How the Contractor will maintain access to residents and businesses unless otherwise noted in the Contract.
- (f) Any required detour signage at adjacent crossings to facilitate sidewalk or active transportation pathway closures.

D15.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.

D15.4 The Accessibility Plan shall include written details on how the Contractor intends to review, maintain, and document all items related to the Accessibility Plan on-site during Construction, including, but not limited to:

- (a) Signage
- (b) Temporary Ramping
- (c) Transit Stops
- (d) Detour Signage

D15.5 At minimum, the Contractor shall review the site conditions on a daily basis to ensure that all features related to the Accessibility Plan are in place. The site review is intended to correct deficiencies as a result of unforeseen events such as wind, traffic, or the general public. Deficiencies that are direct result of the Contractors actions must be corrected immediately.

D15.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.

D15.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.

D15.8 Deficiencies as a direct result of actions by the Contractor that are not immediately corrected and/or failure to produce records that demonstrate that the site was maintained in compliance with the Accessibility Plan may result in a pay adjustment via the monthly Progress Payment. The rate of pay adjustment will be as per the following schedule:

- (a) First Offence – A warning will be issued and documented in the weekly or bi-weekly site meeting.
- (b) Second Offence – A field instruction to immediately correct the site will be issued by the Contract Administrator.

D15.9 Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

## **SCHEDULE OF WORK**

### **D16. COMMENCEMENT**

D16.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.

D16.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D9;
  - (ii) evidence of the workers compensation coverage specified in C6.17;
  - (iii) the Safe Work Plan specified in D10;
  - (iv) evidence of the insurance specified in D11;
  - (v) the contract security specified in D12;
  - (vi) the Subcontractor list specified in D13;
  - (vii) the detailed work schedule specified in D14;
  - (viii) the Requirements for Site Accessibility Plan as specified in D15; and
  - (ix) the direct deposit application form specified in D31.
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D16.3 The Contractor shall not commence the Work on the Site before permitting is in place for all Work.

D16.4 The City intends to award this Contract by September 19, 2023.

D16.4.1 If the actual date of award is later than the intended date, the dates specified for Commencement, Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D16.5 The Contractor shall confirm the spray pad equipment through shop drawings with the Contractor Administrator within fourteen (14) Working Days of receipt of the award letter.

D16.6 Work on the demolition of the wading pool and building shall commence after September 5, 2023.

## **D17. CRITICAL STAGES**

D17.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) Sod installation is to be complete and placed on maintenance by July 3, 2024. The maintenance period is to be completed by July 31, 2024.

## **D18. SUBSTANTIAL PERFORMANCE**

D18.1 The Contractor shall achieve Substantial Performance July 17, 2024.

D18.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D18.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

## **D19. TOTAL PERFORMANCE**

D19.1 The Contractor shall achieve Total Performance by July 31, 2024, or within 14 (fourteen) Calendar Days if seasonal inclement weather does not allow permanent restorations to commence immediately after Substantial Performance, whichever comes first. The Contract Administrator will advise the Contractor when seasonal conditions will allow permanent restorations to begin. The Contractor will start final restorations no later than 14 (fourteen) Calendar Days after formal notification by the Contract Administrator

D19.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D19.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

## **D20. LIQUIDATED DAMAGES**

D20.1 If the Contractor fails to achieve 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) Critical Stages – five hundred dollars (\$500.00);
- (b) Substantial Performance – five hundred dollars (\$500.00);
- (c) Total Performance – five hundred dollars (\$500.00).

D20.2 The amounts specified for liquidated damages in D20.1 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.

D20.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **D21. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

D21.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the in close consultation with the Contract Administrator.

D21.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D21.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.

D21.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D21.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D21.5 The Work schedule, including the durations identified in D17 to D19 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.

D21.6 Where Work not previously identified is being carried over solely as a result of delays related to Supply Chain Disruption, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by

the Contract Administrator. Where the Work is carried over only partially due to Supply Chain Disruption, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.

- D21.7 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

## **D22. SCHEDULED MAINTENANCE**

- D22.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

- (a) Sodding as specified in E23.4;
- (b) Tree Planting as specified in E24.4;
- (c) Winterization and Spring Start-up as specified in E34.2.

- D22.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

## **CONTROL OF WORK**

### **D23. JOB MEETINGS**

- D23.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

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

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

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

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

- D25.1 Further to 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 their sole discretion and acting reasonably, require updated proof of compliance, as set out in B18.4.

### **D26. PLANT AND MATERIALS**

- D26.1 Plant and Material that is the property of the City shall not be removed from the Site, disposed of or used except for the purposes of the Work without the prior consent of the Contract Administrator.
- D26.2 The Contractor shall keep such records of all Plant and Material supplied or placed in the care, custody and control of the Contractor by the City as the Contract Administrator may from time to

time require and shall satisfy the Contract Administrator, when requested, that such Plant and Material are at the place and in the condition required by the City.

## **D27. SAFETY**

- D27.1 Further to C6, the Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D27.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D27.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
  - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of their performance;
  - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
  - (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
  - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
  - (f) fire hazards in or about the Work are eliminated.

## **D28. SITE CLEANING**

- D28.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.
- D28.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.
- D28.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

## **D29. INSPECTION**

- D29.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D29.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

## **D30. DEFICIENCIES**

- D30.1 Further to C11, the Contract Administrator may order the Contractor to alter or improve their methods, to increase or improve their Plant, to furnish additional or more suitable Material, or to

employ additional or more qualified labour if, at any time, the Contract Administrator determines that:

- (a) the Work is not being, or will likely not be, performed satisfactorily; or
- (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

D30.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C19.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.

D30.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.

D30.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D30.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

## MEASUREMENT AND PAYMENT

### D31. PAYMENT

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

## WARRANTY

### D32. WARRANTY

D32.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

- (a) Manufacturer's warranties on spray pad equipment shall apply.
- (b) The warranty period on trees planted shall be two (2) years. Should a tree require replacement during that two (2) year warranty period, the replacement tree's warranty period shall recommence and no additional maintenance charges will apply.

D32.2 Notwithstanding C13.2 or D32.1, 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) 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 their intended use.

D32.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

## DISPUTE RESOLUTION

### D33. DISPUTE RESOLUTION

D33.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion,

determination, or decision unless and until same is modified by the process followed by the parties pursuant to D33.

D33.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D33.3 The entire text of C21.5 is deleted, and amended to read:

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

D33.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

(a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.

(b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:

- (i) The Contract Administrator;
- (ii) Supervisory level between the Contract Administrator and applicable Department Head;
- (iii) Department Head.

D33.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.

D33.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D33.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.

D33.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D33.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

### THIRD PARTY AGREEMENTS

#### D34. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D34.1 Funding for the Work of the Contract is being provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada and accordingly, as required by the applicable funding agreements, the following terms and conditions shall apply.

D34.2 For the purposes of D34:

(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.

### D34.3 Indemnification By Contractor

D34.3.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada’s or the Government of Manitoba’s Ministers, officers, servants, employees, or agents, as the case may be.

D34.3.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

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

in relation to this Contract or the Work.

### D34.4 Records Retention and Audits

D34.4.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D34.4.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D34.4.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

### D34.5 Other Obligations

D34.5.1 The Contractor consents to the City providing a copy of the Contract to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D34.5.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D34.5.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D34.5.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

**FORM H1: PERFORMANCE BOND**  
(See D12)

KNOW EVERYONE BY THESE PRESENTS THAT

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

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

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

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

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

RFP NO. 475-2023

SPRAY PAD DEVELOPMENT – CHAMPLAIN COMMUNITY CENTRE

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

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

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

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

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

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

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

SIGNED AND SEALED  
in the presence of:

\_\_\_\_\_  
(Witness as to Principal if no seal)

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

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

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

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

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

**FORM H2: LABOUR AND MATERIAL PAYMENT BOND**  
(See D12)

KNOW EVERYONE BY THESE PRESENTS THAT

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

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

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

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

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

RFP NO. 475-2023

SPRAY PAD DEVELOPMENT – CHAMPLAIN COMMUNITY CENTRE

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

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

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

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

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

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

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

SIGNED AND SEALED  
in the presence of:

\_\_\_\_\_  
(Witness as to Principal if no seal)

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

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

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

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

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

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

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

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

RE: CONTRACT SECURITY – RFP NO. 475-2023

SPRAY PAD DEVELOPMENT – CHAMPLAIN COMMUNITY CENTRE

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-001	Site Survey
L-002	Existing Conditions and Removals Plan
L-003	Development Plan
L-004	Layout Plan
L-005	Grading and Site Servicing Plan
L-006	Details

#### E2. DRAWINGS AND SPECIFICATIONS

- E2.1 The Contractor shall maintain one full size set of Drawings and Specifications on Site at all times during construction. This shall include the Contractor's final design and shop drawings, complete construction details, schematic diagrams and plan and elevation views of the spray pad mechanical system, change orders and any other information pertinent to the construction of the project. The drawings shall be printed in colour if colour is used to convey information.
- E2.2 The Contractor shall maintain a set of Record Drawings on Site marking all Changes in Work. These are to include but not be limited to buried line locations and runs dimensioned from existing site features. The information shall be transferred to an autocad drawing and submitted to the Contract Administrator at Total Performance. There shall be no separate payment for Record Drawings but they shall be considered a part of the Commissioning.

#### E3. COMPLETE PROJECT

- E3.1 The Contractor is to deliver a complete project including all permits, inspections, demolition/removals, connections, tie-ins, and restorations required to operate and maintain the project.

#### **E4. HAZARDOUS MATERIALS**

E4.1 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.

#### **E5. EXAMINATION OF THE SITE**

E5.1 Further to C3.1, prior to commencing actual construction work, the Contractor shall check field conditions, obtain and confirm actual site dimensions, examine surface conditions, etc. as required to ensure correct fabrication and execution of the Work.

E5.2 Information, if shown on the plans or provided in the specifications, related to past works in the area is based on record information which has been, in part, prepared by others. While this information is believed to be reliable, the Contract Administrator cannot assure its accuracy or for any errors or omissions which may have been incorporated as a result. The Contractor is hereby advised to obtain independent verification of accuracy of all information provided before applying it for any purpose.

E5.3 Commencement of construction or any part thereof constitutes acceptance of existing conditions, and means dimensions have been considered, verified and are acceptable.

E5.4 The Contractor shall bear all costs for onsite review and examination.

#### **E6. EXISTING SERVICES AND UTILITIES**

E6.1 No responsibility will be assumed by the City for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface; the City shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.

#### **E7. ACCESS TO SITE**

E7.1 Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at their own expense and approved by the Contract Administrator.

E7.2 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and they shall be responsible for all damage resulting from their Work on private property.

#### **E8. CONSTRUCTION FACILITIES AND STAGING**

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

#### **E9. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES**

E9.1 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.

E9.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.

E9.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.

- E9.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.
- E9.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.
- E9.6 The Contractor and Sub-contractors must be fully aware of all Work involving hazardous materials. All Work must be performed in compliance with the Manitoba Department of Labour Workplace Health and Safety Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification to the Contract Administrator of their encountering of suspected hazardous material during their course of Work.

## **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 their designate.
- E10.4 No separate measurement or payment will be made for the protection of trees.

## **E11. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT**

- E11.1 Further to CW 1130, the Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress is maintained to private properties while they are working near them. Any damage caused by the negligence of the Contractor or their Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by him at their own expense, to the satisfaction of the Contract Administrator.
- E11.2 Ambulance/ Emergency vehicle access must be maintained at all times.

## **E12. PROTECTION OF THE SURVEY INFRASTRUCTURE**

- E12.1 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.
- E12.2 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.
- E12.3 Where a survey post, bar or control monument lies in the line of the proposed Work and must be disturbed, the Contractor shall provide the Contract Administrator with 48 hours’ notice to permit referencing for future replacement, at no cost to the Contractor. Failure to provide the specified notice shall result in the Contractor paying for all costs associated with replacing or relocating the disturbed outline survey monuments and geodetic control monuments. Survey monuments and geodetic control monuments at or adjacent to the Site, not in the line of the proposed construction that are damaged or disturbed by the Contractor shall be replaced or relocated by the City or their agent and all associated costs shall be paid for by the Contractor.
- E12.4 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.

## **E13. SITE ENCLOSURES**

- E13.1 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.
- E13.2 Site enclosures shall, at a minimum, consist of sectional 1.8m high, non-climbable metal fencing.
- E13.3 Site enclosures shall be considered incidental to the Contract Work.

## **E14. STAKES AND MARKS**

- E14.1 The Contractor is responsible for the identification and staking of the property lines and the establishment of the layout of all Work. Key grade stakes shall be identified at the pre-construction meeting.
- E14.2 The Contract Administrator shall be advised of the staking of the layout and site grades at least twenty-four (24) hours in advance in order that the layout and site grades may be inspected and adjusted as required prior to construction.
- E14.3 The Contractor is responsible for the establishment and maintenance of the fixed bench mark, layout and grade stakes throughout the construction process.
- E14.4 The Contractor shall determine the meaning and correctness of the stakes and marks before starting the Work. If an error is suspected in the Drawings, Specifications or directions of the Contract Administrator, Work will be discontinued until the error is rectified. No claim will be made due to alleged inaccuracies in the stakes and marks and for delay in the Work to rectify an error.

## **E15. SHOP DRAWINGS**

- E15.1 Further to CW 1110, the Contractor shall provide within 14 Calendar Days of Award, at a minimum the following Shop Drawings:
- (a) Spray component plans and layouts;
  - (b) Drawings/charts confirming the colours of shade structures, bike racks, rubberized surfacing and spray components;
  - (c) Decorative fence features;
  - (d) Water and sewer connections;
  - (e) Spray pad layout and piping diagrams, including the vault and cabinet details;
  - (f) Electrical drawings including connection to existing service and grounding of the spray components, fencing and any other required objects;
  - (g) Anchoring drawings for the spray features; and
  - (h) Proposed rubber surfacing to be adhered to water meter pit lid.

## **E16. SAMPLES**

- E16.1 Samples called for in the Specification or requested by the Contract Administrator shall be submitted within fifteen (15) Calendar Days of request.
- (a) Identify samples with name of project, date, name of Contractor, name of supplier/manufacturer and use of material represented by sample.
  - (b) Do not proceed with delivery of materials until samples are reviewed by the Contract Administrator. No deviation is permitted after approval of sample.
  - (c) Approval of samples does not imply acceptance of finished Work.
  - (d) Where required, submit a range of samples, as may be reasonable.

## **E17. TEST REPORTS**

- E17.1 Where required by the Contract Administrator, the Contractor shall provide certified copies of tests upon materials to be used in construction of the Work, indicating that the materials comply with the Specifications.
- E17.2 Submit test results to the Contract Administrator within ten (10) Calendar Days of request.
- E17.3 All testing costs shall be the responsibility of the Contractor.

## **SITE DEVELOPMENT**

### **E18. PROTECTION**

- E18.1 The Contractor shall be responsible for protecting their Work until the Work has been completed and for protecting other surfaces during execution of Work in accordance with the Specifications.
- E18.2 Experience has shown that a security guard is required at all times during the critical concrete and rubberized surfacing curing stages to prevent trespassing onto the Site. Security fencing is not sufficient to prevent such trespassing.
- E18.3 Should the Work be suspended for any cause whatsoever, the Contractor shall assume all responsibility for proper protection during such period.

## **E19. DECOMMISSIONING OF BUILDING AND WADING POOL**

### **E19.1 General Description**

- (a) This specification shall cover the decommissioning and removal of the electrical, sewer and water connections for the building and wading pool.
- (b) Work shall include all necessary permitting, inspections and approvals.

### **E19.2 Existing services**

- (a) All existing services, not identified for removal, shall be located and protected.
- (b) The Contractor shall not commence the demolition Work until:
  - (i) he/she has contacted the City's Water and Waste Department, Water Billing, at 204-986-2455 and arranged to have the water turned off and meter removed; and,
  - (ii) he/she has obtained the necessary Service Permits from the City's Public Works Department.
- (c) The Contractor shall disconnect, cap, plug or divert as required existing water and sewer lines within the property as required for the execution of the Work, in conformity with the requirements of the authorities having jurisdiction.
  - (i) Immediately notify the Contract Administrator and utility company concerned in case of damage to any utility or service, designated to remain in place.
  - (ii) Immediately notify the Contract Administrator should uncharted utility or service be encountered, and await instruction in writing regarding remedial action.

### **E19.3 Electrical and Telephone**

- (a) The electrical and telephone service shall be disconnected and service lines removed at the Community Club.
  - (i) All applicable codes are to be followed.

### **E19.4 Water and Sewer Services**

- (a) The existing pool mechanical system shall be removed.
- (b) Pipes on site, once properly disconnected, shall be removed

### **E19.5 Method of Measurement and Basis of Payment**

#### **E19.5.1 Method of Measurement shall be as follows:**

- (a) Decommissioning of the wading pool and building will be measured on a lump sum basis for:
  - (i) "Decommissioning of the Wading Pool and Building" on Form B: Prices.

#### **E19.5.2 Basis of Payment**

- (a) Decommissioning of the wading pool and building will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

## **E20. REMOVALS**

### **E20.1 General Description**

- (a) This specification shall cover the removal of:
  - (i) the concrete wading pool,
  - (ii) existing site pavement surfacing,
  - (iii) the wading pool building,

- (iv) the chain link fencing, and
- (v) the site furniture.
- (b) All items to remain shall be protected during construction to the satisfaction of the Contract Administrator.

#### E20.2 Methods

- (a) Equipment to be used for breaking up of concrete and removals shall be approved by the Contract Administrator.
- (b) All concrete and asphalt shall be removed entirely. Base materials may be left in place to the satisfaction of the Contract Administrator.
- (c) All drains and other mechanical fixtures contained within the pool shall be removed.
- (d) Chain link fencing shall be removed, as indicated on Drawings.
  - (i) Any holes left by the removal of posts shall be filled with compacted clean clay fill to meet the adjacent grades and be restored to match surrounding conditions to the satisfaction of the Contract Administrator. This shall be incidental to the Work.
- (e) Bike rack is to be removed as indicated on Drawings.
- (f) All materials, to be demolished and removed, are to be removed from the Site and disposed of in a safe and legal manner. Excavated materials shall be recycled or legally disposed of off-site.

#### E20.3 Backfill

- (a) Further to E32.5 the demolished wading pool excavation shall be backfilled to depth required to construct the concrete spray pad using common material approved by the City of Winnipeg and compacted to achieve a minimum compaction of 95% Proctor Density.
- (b) The Contractor shall provide compaction tests of the subgrade prior to placement of granular base material.

#### E20.4 Method of Measurement and Basis of Payment

##### E20.4.1 Method of Measurement shall be as follows:

- (a) Removals will be measured on a lump sum basis for:
  - (i) "Removals" on Form B: Prices.

##### E20.4.2 Basis of Payment

- (a) Removals will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

### E21. SITE GRADING

#### E21.1 General Description

- (a) Further to CW 3170, this specification shall cover the Site grading, including:
  - (i) The cut and fill required to achieve the proposed Site grades.
  - (ii) The cut and fill required for the construction of the spray pad.

#### E21.2 Methods

- (a) The construction area is to be excavated or filled to achieve rough grade.
  - (i) Rough grade is to be to levels, profiles and contours allowing for surface treatment as indicated on Drawings.

- (b) Wherever the proposed Site grading is to meet existing Site grades, the grades are to match and positive Site drainage is to be maintained. Where sloped areas meet flat areas, at both top and bottom of slopes, the transition shall be rounded to the extent that future maintenance by turf mowing equipment can be easily done.
- (c) In fill areas, the Contractor shall scarify the existing ground to a minimum depth of 150mm prior to the placement of any fill. Should imported clean fill be required, it shall be considered incidental to the Work.
- (d) Compaction shall include the use of sheep's foot or other suitable compaction equipment as approved by the Contractor to achieve a minimum compaction of 95% Proctor Density.
- (e) The Contractor shall provide compaction tests of the subgrade prior to placement of granular base material.
- (f) All surplus or unsuitable materials shall be disposed of off Site in a legal manner and as directed by the Contractor.
- (g) Following rough grading and compaction, the Work area shall be fine graded to provide a maximum deviation of 25mm in 10m from the design grade with no low areas to hold water. The finished surface of all disturbed areas shall be dragged smooth in such a manner that there are no loose soil particles greater than 25mm in maximum dimensions.

#### E21.3 Basis of Payment

- (a) Payment for Work, specified under this section, shall be incidental to the other Items of Work and no separate payment will be made for Site grading.

### **E22. CONCRETE PAVING**

#### E22.1 General Description

- (a) Further to CW 3110 and CW 3310, this specification shall cover the supply and installation of 100mm Concrete Paving including excavation, base construction, and concrete paving.

#### E22.2 Associated Work

- (a) Concrete Spray Pad

#### E22.3 Layout and Grading

- (a) The sitting areas and pathways around the perimeter of the spray pad are to be located outside of the overspray zone and are to drain away from the spray pad.

#### E22.4 Materials

- (a) Base material to CW 3110:
  - (i) 20mm down crushed stone to depth shown on the Drawings.
- (b) All concrete Work to CW 3310 and as specified on the Drawings.
  - (i) Epoxy coated rebar sized as per Drawings.

#### E22.5 Methods

- (a) Further to E21 and CW 3170, the construction area is to be excavated or filled to achieve rough grade.
  - (i) Rough grade is to be to levels, profiles and contours allowing for surface treatments.
- (b) Excavated materials are to be removed as per E21.2(f).
- (c) Compacted granular base
  - (i) To CW 3110.
  - (ii) Granular base and formwork are to be reviewed on Site by the Contract Administrator prior to pouring concrete.
- (d) Concrete

- (i) To CW 3310
- (ii) 100mm Concrete Paving as shown on the Drawings, with thickened edge where it meets the Concrete Spray Pad.
- (iii) Light broom finish with a slip resistant surface. Contractor to have sample of concrete finish approved by Contract Administrator prior to any concrete being poured.
- (iv) Saw cut locations are to be reviewed by the Contract Administrator prior to implementation.

#### E22.6 Method of Measurement and Basis of Payment

##### E22.6.1 Method of Measurement shall be as follows:

- (a) Concrete paving will be measured on a square metre basis for:
  - (i) "100mm Concrete Paving" on Form B: Prices.

##### E22.6.2 Basis of Payment

- (a) Concrete paving will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

### **E23. TOPSOIL AND SODDING**

#### E23.1 General Description

- (a) This specification shall cover the site preparation and the supply and installation of topsoil and sod.

#### E23.2 Materials

- (a) Topsoil: As per CW 3540.
- (b) Sodding
  - (i) As per CW 3510.
  - (ii) Sod shall be mineral base.
- (c) Organic based 3-4-3 starter fertilizer

#### E23.3 Methods

- (a) Areas to be sodded shall be excavated and/or filled with clean fill and graded to meet the grades required for the installation of topsoil and sod and as shown on the Drawings. Surplus materials shall be removed off-site in a legal manner.
- (b) Topsoil shall be installed to a minimum of 75mm compacted depth.
- (c) Fertilizer Rate: applied at manufacturer's stated rates to topsoil prior to sodding. Bag tags to be supplied to the Contract Administrator.
- (d) No area for Sodding shall be less than the width of a full piece of sod.
- (e) Where Sodding meets existing turf, the edges are to be cut neatly in straight lines using a sod cutter and new sod is to be installed to match the existing grades of the surrounding turf.
- (f) Seams between new and old turf are to be topdressed, seeded and rolled.

#### E23.4 Maintenance Period

- (a) The Contractor shall maintain the sod for 30 Calendar Days after the completion of the installation or until such a time as the turf is established in accordance with CW 3510.

## E23.5 Method of Measurement and Basis of Payment

### E23.5.1 Method of Measurement shall be as follows:

- (a) Topsoil and sodding will be measured on a square metre basis for:
  - (i) "Topsoil and Sodding" on Form B: Prices.

### E23.5.2 Basis of Payment

- (a) Topsoil and sodding will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
- (b) Payment under this section shall be in accordance with the following:
  - (i) Seventy-five percent (75%) following the supply and installation of the topsoil and sod.
  - (ii) Twenty-five percent (25%) following termination of the maintenance period.

## E24. TREES

### E24.1 General Description

- (a) This specification shall cover the site preparation, the supply and installation of trees, tree maintenance and warranty.

### E24.2 Materials

- (a) Trees
  - (i) The size and type as specified on L-003 Development Plan, and in no case less than 65mm Ø. Trees which fail to meet this specification will be rejected.
  - (ii) 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 measure 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 15cm above the base of the tree as measured in the nursery. All other measurements are to be as per Canadian Guide for Nursery Stock.
  - (iii) Trees shall be 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, or frost cracks. All parts of the tree shall be moist and show live, green cambium beneath the surface of the bark.
  - (iv) Plants from native stands, woodlots, orchards, or abandoned nurseries shall be deem 'collected'. The use of collected plants will not be permitted.
- (b) Topsoil
  - (i) Topsoil Planting/Backfill Mix shall be screened garden soil with a mixture of two parts black loam topsoil, one part sand, and one part peat moss.
- (c) Tree Stakes
  - (i) 2 (two) – 75mm round, firmly anchored pressure-treated wooden stakes per tree.
- (d) Watering Saucer
  - (i) Local shredded wood chip mulch to depths as indicated on drawings.

### E24.3 Methods

- (a) Trees to be planted consistent with the details provided on the drawings.

- (b) All nursery stock shall be well protected from damage from the time of digging until the time of planting on Site. Supply and Installer are to ensure that the root ball is protected from drying out and that all roots have been cleanly cut.
- (c) Transport of nursery stock shall be done in a manner so that trees do not suffer damage. 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 time of arrival on Site until time of planting.
- (d) At the end of the maintenance period, the Contractor is to remove any stakes and tree ties from the Site.

#### E24.4 Maintenance Period

- (a) All trees installed as part of this Contract shall be guaranteed for a minimum period of two years from the recognized completion date. Any trees found in poor condition or dead during this period shall be subject to replacement with stock meeting the original specification and using methods/techniques consistent with the original specification, without cost to the City. During the growing season, the removal of said tree shall occur within two weeks of the Contractor being notified of the condition of the tree and the planting hole restored. The replacement tree shall be planted as it becomes available and at a time deemed most suitable for that specific tree species, as determined by the Contract Administrator. Excepted is materials or items damaged due to accidental causes or vandalism, which will not be subject to warranty.
- (b) 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.
- (c) Replacement trees installed under the terms of the warranty shall be maintained for a period of two (2) years from the date that the replacement plant is installed.

#### E24.5 Method of Measurement and Basis of Payment

##### E24.5.1 Method of Measurement for trees and maintenance shall be as follows:

- (a) Trees will be measured on a per unit basis for
  - (i) "Supply and Install Trees" on Form B: Prices.
- (b) Maintenance on trees will be measured on a yearly basis, to a maximum of two years even if the maintenance period is extended following replacement, for
  - (i) "Maintenance and Warranty on Trees" on Form B: Prices

##### E24.5.2 Basis of Payment

- (a) Trees will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment, and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
- (b) Maintenance on trees will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment, and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

### E25. CHAIN LINK FENCING

#### E25.1 General Description

- (a) Further to CW 3550, this specification shall cover the supply and installation of new chain link fencing.

## E25.2 Materials

- (a) Chain link fencing as specified in CW 3550 and on Drawings.
- (b) Fencing to be 1.2m in height.

## E25.3 Methods

- (a) As per CW 3550 and the Drawings.

## E25.4 Method of Measurement and Basis of Payment

### E25.4.1 Method of Measurement shall be as follows:

- (a) Chain link fencing will be measured on a linear metre basis for:
  - (i) "Chain Link Fencing" on Form B: Prices.

### E25.4.2 Basis of Payment

- (a) Chain link fencing will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

## E26. SITE FURNITURE

### E26.1 General Description

- (a) This specification shall cover the ordering, pick up and installation of:
  - (i) Benches
  - (ii) Waste Receptacles
  - (iii) Picnic Tables
- (b) This specification shall cover the supply and installation of:
  - (i) Bike Racks
  - (ii) CoolToppers Shade Structures

### E26.2 Materials

- (a) Benches
  - (i) Tache Composite Benches with Arms, **Surface Mount**, Drawing No. SCD-121E, Product #52501071, 1.8 M length (6'), manufactured by the City of Winnipeg, galvanized finish for metal and cedar tone for the boards.
- (b) Waste Receptacles
  - (i) **Surface Mount** Side Opening Metal Stat Type, as per SCD-119A, Product #52501064GLV and #52501058GLV, galvanized finish, manufactured by the City of Winnipeg.
- (c) Picnic Tables
  - (i) Tache Style Metal Frame Picnic Tables, Drawing No. SCD-122, manufactured by the City of Winnipeg, galvanized finish for metal and cedar tone for the boards.
  - (ii) Tache Style Wheelchair Metal Frame Picnic Tables, Drawing No. SCD-122A, manufactured by the City of Winnipeg, galvanized finish for metal and cedar tone for the boards.
  - (iii) Mounting to be as for concrete pavement.
- (d) The contact for City of Winnipeg site furniture is:
  - (i) [pwd-cps-orderdesk@winnipeg.ca](mailto:pwd-cps-orderdesk@winnipeg.ca)
- (e) Bike Racks

- (i) Loop Bike Rack, Landscape Structures Inc, Model #100102, or approved substitute in accordance with B7.
  - (ii) Embedment Mount
  - (iii) Colour: To Be Determined based on proponent's design and colour scheme.
- (f) Shade Structures
- (i) CoolToppers Single Post Pyramid, Landscape Structures, 12' x 12', Model #154397, or approved substitute in accordance with B7.
  - (ii) Embedment Mount with an extended post to achieve a 2.92m clearance from finished grade ground to underside of fabric.
  - (iii) Post and Fabric Colour: To Be Determined based on proponent's design and colour scheme.
- (g) The contact for the Loop Bike Racks and CoolToppers shade structures is:
- (i) Playgrounds-R-Us
  - (ii) Matthew Lacroix, 204-632-7000

### E26.3 Methods

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

### E26.4 Method of Measurement and Basis of Payment

#### E26.4.1 Method of Measurement shall be as follows:

- (a) Site furnishings will be measured on a per unit basis for:
  - (i) "Benches, pick up and install",
  - (ii) "Waste Receptacles, pick up and install",
  - (iii) "Accessible Picnic Tables, pick up and install",
  - (iv) "Picnic Tables, pick up and install",
  - (v) "Bike Rack, supply and install", and
  - (vi) "Shade Structure, supply and install", on Form B: Prices.

#### E26.4.2 Basis of Payment

- (a) Site furnishings will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

## E27. RUBBERIZED SURFACING

### E27.1 Description

- (a) This specification shall cover the supply and installation of rubberized surfacing to the area demarcated in green on the Drawings.
- (b) Further to CW 3110, CW 3130, and CW 3170, this specification shall cover:
  - (i) The supply and installation of the base for the rubberized surfacing.

## E27.2 Standards

- (a) All products in accordance with ASTM F\_1292 and CAC/CSA Z-614 for GMAX and HIC testing.
- (b) Hardness: ASTM D-2444 94% recovery
- (c) Water Absorption: ASTM D-530 +6.5%
- (d) Ultraviolet Resistance: ASTM D-3137
- (e) Fungal and Bacterial Resistance: no growth
- (f) Spread of Flame Resistance: ANSI/UL 790 (ULC=S107) Class A
- (g) Accelerated: weathering no change after 2000 hours
- (h) Freeze/thaw: no change after 30 days at minus 50 in a 24 hour period

## E27.3 Materials

- (a) Rubberized Surfacing Base – 20mm down crushed limestone or as required by the Rubber Surfacing installer.
- (b) Geotextile
  - (i) Non-woven to CW 3130
- (c) Prairie Rubber Paving products, or Safeplay EPDM Rubber (Poured-in-Place), or approved substitute in accordance with B7.
  - (i) Contact for Prairie Rubber Paving:  
Sam Voth, Manitoba Territory Manager  
Ph: 204-405-6910  
samv@prairierubberpaving.ca
- (d) If substitute is proposed, it must meet the following conditions:
  - (i) meet Standards in E27.2
  - (ii) materials must comply with ASTM F1951 for accessibility under the Canadians with Disabilities Act
- (e) Granules
  - (i) Pure vulcanized EPDM rubber chips ranging in size from 0.5 to 1.5 mm minimum dimension to 1-4 mm maximum dimension. EPDM rubber shall be of the highest quality and UV stable.
- (f) Binders
  - (i) Resin (Chemical Family: Aromatic or Aliphatic binders, Isocyanate).
  - (ii) 100% urethane and contain no TDI and not labeled Toxic.
- (g) Primer
  - (i) Aromatic or Aliphatic thinned with solvent or solvent free primer.
  - (ii) The colour of the surface shall be achieved through the use of a non-latex based polyurethane binder used with either a EPDM or TPV coloured top coat.
- (h) Colour
  - (i) 40% Pale Green 6021, 20% Cream 1015, 40% Black. An alternative colour combination may be considered based on the proponent's design and colour scheme.
  - (ii) A sample is to be provided for approval prior to ordering.

## E27.4 Methods

- (a) Site protection as per E18.
- (b) The subgrade shall be prepared, including the removal and disposal of silt, organics, and unsuitable materials, as per CW 3170.

- (i) The subgrade shall be filled as required with suitable native clay compacted in 150mm layers to 95% SPD.
  - (ii) Geotextile shall be installed under the granular to CW 3130.
- (c) The Contractor shall provide compaction tests of the granular base materials.
- (d) Base for Rubberized Surfacing
  - (i) Further to E21 and E27, the subgrade shall be prepared and graded as per the requirements for the Rubberized Surfacing.
  - (ii) Base material shall be installed to 150mm thickness and compacted to 95% SPD. The Contractor shall provide compaction tests of the subgrade and granular base material.
  - (iii) Sub grade and base preparation shall be reviewed by the rubber installer and the Contract Administrator prior to installation of rubberized surfacing.
- (e) The authorized rubber installer must have a minimum of 5 years experience in the rubber surfacing industry.
- (f) Materials must be delivered without damage. Materials must be unopened and handles with care. All resins must be stored above 5 degrees C and no warmer than 34 degrees C.
- (g) The temperature must be above 5 degrees C for the entire period of the installation. Humidity must be monitored as well as moisture to ensure proper bonding and cure times.
- (h) Rubber Base
  - (i) The crumb rubber/resin base layer shall be mixed to manufacturer's specifications.
  - (ii) Base is to fully cure as per manufacturer's specifications.
- (i) EPDM Top Coats
  - (i) Rubberized layer to be spread over the entire base layer to 38 mm thickness
  - (ii) Top Layer to be spread and troweled out to 12.7 mm Thickness
- (j) The shade structures and concrete paving shall be kept clean to the satisfaction of the Contract Administrator.

#### E27.5 Method of Measurement and Basis of Payment

##### E27.5.1 Method of Measurement shall be as follows:

- (a) Rubberized surfacing will be measured on a square metre basis for:
  - (i) "Supply and Installation of Rubberized Surfacing, Including Base" on Form B: Prices.

##### E27.5.2 Basis of Payment

- (a) Rubberized surfacing will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

### **E28. CAST-IN-PLACE CONCRETE FOUNDATIONS**

#### E28.1 General Description

##### E28.1.1 This Specification shall supplement CW 2160 and cover the supply and installation of cast-in-place concrete foundations for Site Furnishings.

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

##### E28.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour,

equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

## E28.2 General Instructions

### E28.2.1 Quality Control

#### (a) Testing and Approval of Materials

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

## E28.3 Materials

### E28.3.1 All materials as per CW 2160.

#### (a) Concrete

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

## E28.4 Construction Methods

### E28.4.1 Construction Methods as per CW 2160.

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

### E28.4.2 Cold Weather Concreting

#### (a) Cold weather concreting shall be as per Section 3.9 of CW 2160 and CSA A23.1.

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

## E28.5 Method of Measurement and Basis of Payment

### E28.5.1 Method of Measurement shall be as follows:

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

### E28.5.2 Basis of Payment shall be as follows:

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

## **E29. DECORATIVE FENCE FEATURES**

### E29.1 General Description

- (a) This specification shall cover the supply and installation of miscellaneous metal Work for the decorative fence features:

- (i) Powder coated steel decorative images.

#### E29.2 Workmanship

- (a) Metal Work shall be finished straight, even and smooth and free of any defects to sizes specified and required.
- (b) Work shall include all necessary angles, brackets, metal inserts, rivets, bolts, frames, adjusting screws, washers and other items necessary for the complete installation of the Work.
- (c) Welding is to be neat, symmetrical, clean and unobtrusive in appearance.

#### E29.3 Reference Standards

- (a) Canadian Institute of Steel Construction (CISC)
- (b) American Society for Testing and Materials (ASTM)
- (c) Canadian Standards Association (CSA)

#### E29.4 Submittals

- (a) Samples of any component, requested by the Contract Administrator, shall be submitted prior to fabrication.

#### E29.5 Shop Drawings

- (a) Shop Drawings shall be submitted for the metal panel entrance features including, but not limited to:
  - (i) Decorative Images
  - (ii) Fastening systems
- (b) All dimensions are to be verified prior to fabrication.

#### E29.6 Materials

- (a) Unless detailed or specified otherwise, standard products will be acceptable if construction details and installation meet the intent of the Drawings and Specifications in the opinion of the Contract Administrator.
- (b) Materials for the entrance features to be as shown on Drawings.
  - (i) Work is to be free from defects which impair the strength or durability.
  - (ii) All edges are to be blunt and free of defects which may be dangerous to people grabbing them.
- (c) Fasteners: Unless otherwise specified, provide fasteners as follows:
  - (i) Steel bolts and lag screws to conform to ASTM A325.
  - (ii) Fasteners are to be galvanized for locations where galvanized materials are attached.

#### E29.7 Fabrication

- (a) Site measurements are to be taken before fabrication to ensure accurate fitting.
- (b) Weld joints tight, flush, and grind smooth, in true planes with base materials. Make welds continuous.

#### E29.8 Installation

- (a) As per Drawings.
- (b) Install Work plumb, true, square, level, straight, and accurately and tightly fitted together and to surrounding Work.
- (c) Entrance features are to be fitted together in the fabrication shop to ensure a proper fit and end product, prior to shipment to the Site. Final connections shall be made on Site.

(d) Fastening systems for the entrance features are to be coordinated with the fencing works.

E29.9 Method of Measurement shall be as follows:

- (a) Entrance features will be measured on a lump sum basis for:
  - (i) "Supply and Installation of Entrance Features" on Form B: Prices.

E29.9.2 Basis of Payment

- (a) Entrance features will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

## SPRAY PAD

### E30. DESIGN SERVICES

E30.1 For the purposes of the RFP, the Proponent should utilize design consultants for the design and presentation of information for the spray pad.

E30.2 The Contractor's consultants shall meet the following qualifications:

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

E30.3 The Contractor shall provide consulting services as required in order to:

- (a) Obtain approvals and permitting from the necessary authorities including but not limited to:
  - (i) City of Winnipeg, Environmental Health Services Branch,
  - (ii) City of Winnipeg Zoning Permits Branch, Water and Waste Dept., and
  - (iii) Other agencies as required.
- (b) Prepare design drawings, specifications, documentation and instructions required for the completion of the Work.
- (c) Design to the minimum standards set out in *The City of Winnipeg Standard Construction Specifications*. The Contractor shall obtain the Contract Administrator's approval if the design will deviate from *The City of Winnipeg Standard Construction Specifications*.
- (d) Design to the City of Winnipeg Accessibility Design Standards  
[http://www.winnipeg.ca/ppd/Universal\\_Design.stm](http://www.winnipeg.ca/ppd/Universal_Design.stm)

E30.4 Errors and Omissions shall be the responsibility of the Contractor who at their discretion may obtain Errors and Omissions Insurance.

E30.5 Further to E15, the Contractor shall submit final design drawings and specifications to the Contract Administrator for review prior to permitting. They shall include, but not be limited to:

- (a) Layout Plan with spray basin and spray features
- (b) Site Servicing Plan
- (c) Mechanical and Electrical Systems

E30.6 All consultant services are to be considered incidental to the Work.

## **E31. CIVIL / MECHANICAL / ELECTRICAL SYSTEMS**

### **E31.1 General Description**

- (a) This specification shall cover the supply and installation of water and sewer connections, and all mechanical, plumbing and electrical required to construct a fully functioning spray pad.
- (b) The spray pad system is to be a drain away system connected to a City water service. The design and detailing of the systems are to be approved by the Contract Administrator and the City of Winnipeg prior to start of construction.

### **E31.2 RFP Submissions**

- (a) Further to B12.3(a)(iii) and B15.1(a), the location of the water service meter pit, the sewer connection and the method for installing the water and sewer lines (i.e., open cut or directional bore or other) is to be clearly indicated in the Proponent's submission.
- (b) The size and location of the vault/mechanical cabinet, as well as the foundation details, is to be clearly indicated in the Proponent's submission. Any changes required to the size and layout of the concrete pad with respect to the mechanical cabinet should also be shown.

### **E31.3 Water Service**

- (a) A new seasonal 50mm water service line to the spray pad's manifold/water distribution system is required, complete with water meter and backflow preventor.
  - (i) All seasonal line(s) to gravity drain.
  - (ii) A new curb stop within 1m of the water main as per CW2110 is to be included.
  - (iii) The spray pad water meter is to be located in a 1700mm CMP lockable meter pit as per SD-241. The lid shall have a rubber surfacing adhered to it (e.g., rubber mat, spray on surface, or other).
  - (iv) The water meter can be provided and installed by City of Winnipeg Water and Waste Department but installation must be arranged by the bidder.
- (b) A hose bib shall be included in the mechanical cabinet.
- (c) Water quality must comply with current Health regulations.

### **E31.4 Drain & Sewer Lines**

- (a) A stamped Engineer's technical report shall be submitted to the City of Winnipeg, Water and Waste Department showing the pre and post development flows.
  - (i) On site land drainage management such as an underground storage tank and catch basin(s) with or without restrictors would be needed for the site if the flow to the combined sewer system (wastewater and land drainage) from the spray pad development is greater than the flow previously to the combined sewer system (wastewater and land drainage).
- (b) The splash pad drain system is to be a new sewer service connecting into the Existing Combined Sewer in accordance with SD-014 and with an approved saddle.
- (c) The splash pad drain line(s) shall be sized to permit draining of basin to prevent any standing water.
- (d) All drain line(s) to gravity drain. Angles/bends within the drain lines are to be 45° or less.
- (e) The splash pad shall contain drain lines as required by design and applicable code(s) with a minimum of two interconnected drains per drainage basin.
  - (i) Deck drains shall have an anti-vortex cover (secured).
  - (ii) Trench drains may be provided as appropriate to the design.
  - (iii) Deck drains to be heavy duty non-corroding metal alloy or equally durable fibreglass or plastic construction.

### E31.5 Mechanical

- (a) All mechanical devices that are required to operate the spray pad are to be located in a vault/cabinet.
  - (i) The vault/cabinet shall be installed on a reinforced concrete foundation.
  - (ii) The vault must connect to the drain system such that no standing water occurs in the vault or cabinet.
  - (iii) Mountings must be structurally designed.
  - (iv) Controls must be easily accessible.
  - (v) A hose bib and GFCI weatherproof electrical outlet shall be included in the mechanical cabinet.
  - (vi) Each solenoid valve in the vault or cabinet shall have its own dedicated shut off/isolation valve so that each line might be repaired without shutting off the entire system.
  - (vii) 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.
- (b) Controls
  - (i) Low lifecycle cost considering initial investment, daily operations maintenance and expected lifespan.
  - (ii) Rain sensors and automatic shut-off devices are required for the spray pad.
  - (iii) System is to drain away so there is no standing water at any time.
  - (iv) Must comply with current Health regulations.

### E31.6 Electrical

- (a) The electrical service may tie into the Community Centre electrical system. Further to B3, the electrical room may be viewed at a pre-bid site meeting.
  - (i) The Contractor is responsible for the supply and installation of any/all upgrades that may be required for the complete operation of the spray pad. All electrical equipment must be C.S.A. and City of Winnipeg approved.
  - (ii) All electrical Work in/on the Community Centre building shall be installed in a neat, unobtrusive manner to the satisfaction of the Contract Administrator.
  - (iii) All components within the spray pad area shall be grounded in accordance with manufacturer's requirements and Electrical code. All fencing and bollards within 1.5m of the spray pad are to be grounded.
  - (iv) All electrical controls and equipment are to be in a free-standing weather proof enclosure.

### E31.7 Materials and Methods

- (a) All mechanical, electrical and plumbing must comply to all regulatory authorities that have jurisdiction, *The City of Winnipeg Standard Construction Specifications*, and manufacturer's recommended practices.
- (b) All connections to existing services necessary to provide a complete working project shall be included. This includes but is not limited to electrical, water and sewer.
- (c) All active load pipe shall be Schedule 80 PVC or better.
- (d) All water supply lines to the features shall be low pressure poly pipe approved for 100psi.
- (e) All material used as pipe sleeves shall be reviewed in advance of installation by the Contract Administrator.
- (f) Piping is to include a shock arrester.
- (g) Mechanical markings are to be in accordance with the most current standards which may include:

- (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]
- (h) Qualified tradesmen shall be employed for all work.
- (i) The Contractor shall restore all areas 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.

#### E31.8 Method of Measurement and Basis of Payment

##### E31.8.1 Method of Measurement shall be as follows:

- (a) Civil, mechanical, and electrical systems will be measured on a lump sum basis for:
- (i) "Civil – Sewer and Water Connections c/w New Meter",
  - (ii) "Mechanical - Vault/Cabinet, Piping, Controller, Drains, etc.", and
  - (iii) "Electrical" on Form B: Prices.

##### E31.8.2 Basis of Payment

- (a) Civil, mechanical, and electrical systems will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all permitting, labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

### **E32. CONCRETE SPRAY PAD**

#### E32.1 General Description

- (a) Further to CW 3110 and CW 3310, this specification shall cover the supply and installation of;
- (i) Concrete Spray Pad including excavation, sub-base and base construction, and concrete paving.
- (b) Spray features in association with the concrete Work are covered under E33.

#### E32.2 Concrete Spray Pad

- (a) The Concrete Spray Pad shall include:
- (i) the spray basin; and
  - (ii) the over spray zone.
- (b) The layout of the spray components shall be such that the manufacturer's spray zones shall be contained entirely within the spray basin.
- (c) The over spray zone is intended to contain any over spray from the components and provide a dry surface for circulation around the spray pad.
- (i) The over spray zone shall be sized as indicated on the Drawings.
  - (ii) The over spray zone shall be a minimum of 2.4m wide between the spray pad and the pathways, and 1.8m between the spray pad and the rubber surfacing.
- (d) Should the Proponent's selection and layout of spray components, or budgetary considerations during the Bidding Process, necessitate adjustments to the layout of the spray pad, the Proponent shall clearly show these changes in their RFP submission.
- (i) The submitted drawings shall show that the proposed change is consistent with the project design intent as evidenced by the RFP Drawings.

### E32.3 Layout and Grading

- (a) The Concrete Spray Pad includes the spray basin and the over spray zone. It is to be sized and laid out as per the approved Drawings.
- (b) The spray basin and the over spray zone are to be sloped to drain towards basin drains. The maximum slope to be 3%. The minimum slope to be 1.5%.

### E32.4 Materials

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

### E32.5 Methods

- (a) Further to E21 and CW 3170, the construction area is to be excavated or filled to achieve rough grade.
  - (i) Rough grade is to be to levels, profiles and contours allowing for surface treatments.
- (b) Excavated materials are to be removed as per E21.2(f).
- (c) Compacted granular base
  - (i) To CW 3110.
  - (ii) 20mm down crushed stone to depth shown on the Drawings.
  - (iii) Granular base and formwork are to be reviewed on Site by the Contract Administrator prior to pouring concrete.
- (d) Concrete
  - (i) To CW 3310
  - (ii) Concrete Spray Pad as shown on the Drawings, 150mm thick reinforced concrete paving c/w thickened edge.
  - (iii) Light broom finish with a slip resistant surface. Contractor to have sample of concrete finish approved by Contract Administrator prior to any concrete being poured.
  - (iv) Saw cut locations are to be reviewed by the Contract Administrator prior to implementation.

### E32.6 Method of Measurement and Basis of Payment

#### E32.6.1 Method of Measurement shall be as follows:

- (a) Concrete spray pad will be measured on a square metre basis for:
  - (i) "Concrete Spray Pad" on Form B: Prices.

#### E32.6.2 Basis of Payment

- (a) Concrete spray pad will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

## E33. SPRAY COMPONENTS

### E33.1 General Description

- (a) This specification shall cover the supply and installation of all spray components.

### E33.2 Design

- (a) The design for the spray pad components should meet the following requirements:

- (i) Provide for all age and ability user groups. The spray pad should be zoned with two groupings of components dedicated to Toddlers (children 0-4 yrs) and a general Family Zone suitable for all ages, as indicated on the RFP Drawings.
  - (ii) Follow City of Winnipeg Accessibility Design Standards.
  - (iii) Contain a variety of ground sprays, mid-height components and tall components.
  - (iv) Contain a minimum of four different water spray experiences in the Toddler Zone.
  - (v) Contain a minimum of one “group” or “team” feature that requires multiple user participation to manipulate the type/amount of water being sprayed in the Family Zone.
  - (vi) Contain durable “dumping buckets”.
  - (vii) Contain a minimum of two bollard activators, one located in the Toddler Zone and one at the Family Zone.
  - (viii) Contain a consistent look or “theme” within the spray pad. A “theme” that evokes a certain culture or cartoon type is not permitted.
- (b) The design for the spray pad components should **not** include:
- (i) Trip, entanglement and strangulation hazards.
  - (ii) Components with large surfaces or panels that may be broken or attract graffiti, nor graphic surfaces (ground apron activators) embedded in the concrete where water can get trapped.
  - (iii) Components with shapes or surfaces that may attract skateboarding on them.
  - (iv) “Ground Stream” type features, particularly those containing low to the ground / moveable components.
  - (v) Components with moving parts that may pose a hazard or injury, including those with handles on them that are wide enough for people to stand on and spin with the feature, or that move and might hit a stationary person.
  - (vi) Components that contain complicated computerized mechanisms.
  - (vii) Components with hanging parts that a person could easily reach and hang from, break or bend (ie. Whale tails or palm trees with low hanging leaves).
  - (viii) Large single dumping bucket.
  - (ix) Water cannons or shooting components with high pressure water or components that resemble weapons.
- (c) The Contract Administrator reserves the right to make minor changes to the components and change any or all colours prior to the Contractor ordering the components.

### E33.3 Materials and Methods

- (a) The spray components shall meet the following requirements:
- (i) Be from one manufacturer;
  - (ii) Posts/pipes to be minimum 125mm diameter.
  - (iii) Be durable and vandal resistant;
  - (iv) Have a minimum of moving parts and be easy to maintain;
  - (v) Have adjustable controls that can be programmed to allow flexibility in the spray sequence; and,
  - (vi) Have bases/connections that permit component relocation.

### E33.4 Method of Measurement and Basis of Payment

#### E33.4.1 Method of Measurement shall be as follows:

- (a) Spray components will be measured on a lump sum basis for:
- (i) “Spray Components” on Form B: Prices.

#### E33.4.2 Basis of Payment

- (a) Spray components will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

## **E34. COMMISSIONING**

### **E34.1 Operation and Maintenance Manuals**

- (a) The Contractor shall supply in a format acceptable to the Contract Administrator three (3) bound copies of the manuals, as well as one electronic copy (in pdf format) detailing the operations and maintenance instructions for all elements of the project including:
  - (i) Manufacturers' written instructions, warranties, shop drawings, schedules, wiring diagrams and a listing of persons to contact for repairs during warranty period.
  - (ii) Descriptions of day-to-day operations, preventative maintenance, annual and periodic maintenance, and procedures for seasonal shutdown and start-up.
  - (iii) The Operation and Maintenance manual shall state that the system cannot be back flushed (automatically or manually) or drained during wet weather events.

### **E34.2 System Start-up, First Year Winterization**

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

### **E34.3 Staff Training**

- (a) On Site training shall be provided to the 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 training.
- (d) Training shall be a minimum of one half day duration.

### **E34.4 Record Drawings**

- (a) Further to E2.2, the Contractor shall submit the set of Record Drawings in CAD format to the Contract Administrator at Total Performance. Total Performance will not be achieved and final payment will not be made until the Record Drawings are received.

### **E34.5 Method of Measurement and Basis of Payment**

#### **E34.5.1 Method of Measurement shall be as follows:**

- (a) Commissioning will be measured on a lump sum basis for:
  - (i) "Commissioning" on Form B: Prices.
- (b) Winterization and Spring Start-up will be measured on a yearly basis for:
  - (i) "Winterization and Spring Start-up" on Form B: Prices.

#### **E34.5.2 Basis of Payment**

- (a) Spray components will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all

operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

- (i) Payment for Commissioning Work specified under this section shall include all manuals, training, Record Drawings and start-up.
- (ii) Payment for Winterization and Spring Start-up shall include both a fall winterization and a spring start-up.