



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP No. 122-2024**

**Bronx Park Community Centre Spray Pad**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 BRONX PARK COMMUNITY CENTRE SPRAY PAD

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 15, 2024.

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

### **B3. SITE INVESTIGATION**

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

B3.2 The Proponent is advised that they may request a viewing of the Electrical service in the adjacent building by making arrangements with the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B3.3 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 D4.1.

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

B4.3 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 D4.

## **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 Description, in accordance with B13;
  - (c) Project Workplan as per B14;
  - (d) Systems Integration as per B15.

- B8.3 Further to B8.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B8.6 The Proposal shall be submitted electronically through MERX at [www.merx.com](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 Spare Fabric for Shade Structures are deleted in accordance with B24.4(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 Cool Topper Shade Structures are deleted in accordance with B24.4(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 providing an estimate on operating costs based on the Proponent's design and local water and electricity rates.

## **B12. DESIGN DRAWINGS**

B12.1 The Proponent should submit drawings that illustrate the proposed design, 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. Included in this should be:

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

### **B13. COMPONENT DESCRIPTIONS**

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

### **B14. PROJECT WORKPLAN**

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

- (a) Provide an understanding of the functional and technical issues and considerations, on the project requirements and budget.
- (b) An organization chart identifying the major team members and showing the relationship, roles and responsibilities of the major team members who will perform the work.
- (c) Provide a detailed methodology for each stage of the project. Specifics are to include a detailed description of tasks, task assignments, and responsibilities.
- (d) Provide a proposed project work plan including a Gantt chart, identification of major stages of the work, critical dates and project milestones. Work plan is to pay specific attention to the delivery of the project by then end of 2024.
- (e) Provide a methodology for delivering the project including
  - (i) schedule (project to be delivered in 2024)
  - (ii) quality assurance
  - (iii) budget control and assurance
  - (iv) risk management
  - (v) a description of the proposed commissioning process
  - (vi) and a clear description of the training being proposed including:
    - ◆ Identification of training staff;
    - ◆ Syllabus;
    - ◆ Number of training days for each session;
    - ◆ Expected City supplied resources.

### **B15. SYSTEMS INTEGRATION**

B15.1 A brief description of how the spray pad components will operate including the following:

- (a) Controller sequence(s) showing which features will be operating at the same time and clearly indicating which features will be operated by which controller.
- (b) Description of controls and brief narrative about how the controls can be adjusted or modified should this prove necessary, as well as anticipated costs for same.

B15.2 The maintenance schedule for and anticipated maintenance costs associated with the spray pad features being proposed.

B15.3 Anticipated water usage per day.

### **B16. DISCLOSURE**

B16.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B16.2 The Persons are:

- (a) Playground-R-Us regarding Cool topper shade structures.

- (b) Ful Flo Industries regarding some project scoping and budgeting options.
- (c) JD Penner regarding project scoping and budgeting options.
- (d) Synthetic Turf Winnipeg regarding artificial turf products.

**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 Proponent 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; 55%
- (f) Project Work Plan; 15%; and
- (g) Systems Integration. 10%.

B24.2 Further to B24.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B24.3 Further to B24.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in 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 to B24.1(c) the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D2.3.

B24.4 Further to B24.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices adjusted, if necessary, as follows:

- (a) if the lowest evaluated responsive Proposal 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 Proposals submitted by responsible and qualified Proponents will be adjusted by progressively deducting items 1 and 2 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 Further to B24.1(c), the Award Authority may reject a Bid as being non-responsive if it exceeds the budget as shown in D2.3.

B24.5.1 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.

B24.6 Further to B24.1(d), the Economic Analysis shall be evaluated with a weighing of 10 points out of a total of 100 possible points. As such, the lowest Proponent shall receive the full 10 points, and the second lowest Proponent and subsequent Proponents shall be pro-rated accordingly.

B24.7 Further to B24.1(e) Design Drawings/Component Descriptions shall be evaluated with a weighting of 55 points out of a total of 100 possible points as per B12 and B13.

B24.7.1 The Design shall be evaluated on the following criteria:

- (i) Quality and nature of the spray events. (20 points)
- (ii) Diversity of the spray events (10 points)
- (iii) Layout of the spray events in relation to each other (8 points)
- (iv) Use of universal design principles (4 points)
- (v) Quality, durability and warranty of materials (10 points)
- (vi) Drawing Submission including complete Site Plan, clearly showing the location of all spray equipment, limit of overspray, pathways and seating areas. (1 point)
- (vii) Clarity of drawings, supportive imagery and literature that serve to effectively communicate the intent of the spray toys design and function. (2 points)

B24.8 Further to B24.1(f) Project Work Plan shall be evaluated with a weighting of 15 points out of a total of 100 possible points as per B14.

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

- (i) Consideration of functional and technical issues (5 points)
- (ii) Clarity and appropriateness of Project delivery schedule (5 points)
- (iii) History of previous project, product, or installation issues will also be assessed, for projects installed in the last five (5) years, where issues are known. This history will not be taken into account for new Proponents, where there is no history of Work with the City of Winnipeg, or where the product has not been installed on previous City of Winnipeg projects. (5 points)

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

B24.9.1 The System Integration shall be evaluated on the following criteria:

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

B24.10 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 evaluation 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 construction of a 'spray to drain' spray pad complete with associated paving, site furnishings, and landscaping.

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

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

D2.3 The funds available for this Contract are \$780,000.00.

#### **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. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is Dean Spearman Landscape Architect , represented by:  
Dean Spearman  
Telephone No. 204 261-4137  
Email. dean@spearman.mb.ca

D4.2 Before commencement of Work, Dean Spearman will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

#### **D5. DEFINITIONS**

D5.1 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.

#### **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 Dean Spearman Landscape Architect added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
  - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
  - (c) all risks installation floater, carrying adequate limits to covers all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.
- 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 D4 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. SHOP DRAWINGS AND RECORD DRAWINGS**

- D14.1 Shop Drawings will be reviewed by the Contract Administrator and the City for general conformance to the City's requirements and the design intent only.
- D14.2 Shop Drawings are to be reviewed by the Contractor's responsible design personnel for the design prior to submission to the Contract Administrator.
- D14.3 Shop drawings shall be sealed by a professional engineer registered to practice in the Province of Manitoba.
- D14.4 The level of detail and scope of information provided on the shop drawings shall be sufficient to satisfy construction needs and permitting requirements.
- D14.5 Plan drawings submitted shall include the following:
- (a) Name and address of the proposed facility.
  - (b) Scale, north point
  - (c) Date, address, name, professional seal and signature of the design engineer or architect.
- D14.6 Detailed drawings. All detailed drawings shall be drawn to a suitable scale and include the following information:
- (a) Complete construction details, including dimensions, elevations and appropriate cross-sections.
- D14.7 The Contractor shall provide within thirty (30) Calendar days of award, at minimum the following Shop Drawings:
- (a) Spray Pad layout and piping diagrams including the manufacturers specified spray height for each fixture and manufacturers spray pattern/extent.
  - (b) Electrical drawings including connection to existing service and grounding or spray pad and components.
  - (c) Anchoring drawings regarding the new spray toys.
  - (d) Foundation drawings regarding the Cool Toppers
- D14.8 The Contractor shall maintain, during the course of construction, a complete set of Drawings including the original Bid Opportunity Drawings, any Drawings released by addenda or change order, and the Contractors Shop Drawings.
- (a) These drawings shall have any deviations between the actual built Work and the Drawings noted on them in red as well as the reason for the deviation.
  - (b) These drawings shall be made available to the Contract Administrator for review upon request during the Construction phase of the project.
  - (c) These drawings shall be provided to the Contract Administrator at the date of Substantial Performance.
- D14.9 There shall be no separate measurement or payment for Shop Drawings or Record Drawings.

#### **D15. ORDERING OF SPRAY TOYS, SPRAY CONTROL SYSTEM, AND SITE AMENITIES**

- D15.1 The Contractor shall provide the Contract Administrator evidence, to the satisfaction of the Contract Administrator, of having ordered all items and equipment necessary to complete the work from the manufacturer/supplier within seven (7) Calendar Days of receipt of the purchase order or letter of intent, which ever is received earlier.
- D15.2 This shall include but not be limited to the following items:
- (a) Spray Control System
  - (b) Spray Toys

- (c) Site Furnishings and Amenities

**D16. DETAILED WORK SCHEDULE**

- D16.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site.
- D16.2 Detailed Work Schedule shall consist of the following dates:
  - (a) Project Award
  - (b) Submittal of Shop drawings and samples
  - (c) Permitting
  - (d) Delivery of Materials
  - (e) Construction Start
  - (f) Demolition and removals
  - (g) Mechanical and Piping, Vault Construction
  - (h) Bases for features
  - (i) Basin Concrete Pour
  - (j) Feature installation
  - (k) Site Paving
  - (l) Site Furnishings
  - (m) Landscaping
  - (n) Anticipated Completion Date
- D16.3 Other milestone dates appropriate to this project should also be included to make the Contract Administrator aware of them.

**D17. REQUIREMENTS FOR SITE ACCESSIBILITY PLAN**

- D17.1 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.
- D17.2 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.
- D17.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.

- D17.4 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
- D17.5 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.
- D17.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.
- D17.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- D17.8 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.
- D17.9 Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

## **SCHEDULE OF WORK**

### **D18. COMMENCEMENT**

- D18.1 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.
- D18.2 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 Shop Drawings specified in D14;
    - (viii) the evidence of equipment orders specified in D15;
    - (ix) the detailed work schedule specified in D16;
    - (x) the Requirements for Site Accessibility Plan as specified in D17; and
    - (xi) the direct deposit application form specified in D33.
  - (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.

D18.3 The City intends to award this Contract by May 1, 2024

D18.3.1 If the actual date of award is later than the intended date, the dates specified for Commencement, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

## **D19. SUBSTANTIAL PERFORMANCE**

D19.1 The Contractor shall achieve Substantial Performance within eighty (80) consecutive Working Days of the commencement of the Work as specified in D18.

D19.2 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.

D19.3 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.

## **D20. TOTAL PERFORMANCE**

D20.1 The Contractor shall achieve Total Performance within ninety (90) consecutive Working Days of the commencement of the Work as specified in D18.

D20.2 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.

D20.3 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.

## **D21. LIQUIDATED DAMAGES**

D21.1 If the Contractor fails to achieve Substantial Performance or Total Performance in accordance with the Contract by the day fixed herein for same, the Contractor shall pay the City the following amount per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) Substantial Performance -five hundred dollars (\$500.00);
- (b) Total Performance -five hundred dollars (\$500.00).

D21.2 The amount specified for liquidated damages in D21.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance or Total Performance by the day fixed herein for same.

D21.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **D22. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

D22.1 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.

- D22.2 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.
- D22.3 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.
- D22.4 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 D22.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D22.5 The Work schedule, including the durations identified in D19 and D20 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.
- D22.6 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.
- D22.7 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.

## **D23. SCHEDULED MAINTENANCE**

- D23.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Sod Maintenance as specified in CW3510;
  - (b) Tree Maintenance as specified in E23;
  - (c) First Winterization of Spray Features as specified in E25.1;
  - (d) Second Winterization of Spray Features as specified in E25.1.
- D23.2 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**

### **D24. JOB MEETINGS**

- D24.1 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.

D24.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

**D25. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D25.1 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).

**D26. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D26.1 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.

**D27. PLANT AND MATERIALS**

D27.1 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.

**D28. SAFETY**

D28.1 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.

D28.2 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.

D28.3 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;

**D29. SITE CLEANING**

D29.1 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.

D29.1.1 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.

D29.1.2 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.

### **D30. INSPECTION**

- D30.1 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.
- D30.2 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.

### **D31. DEFICIENCIES**

- D31.1 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.
- D31.2 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.
- D31.3 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.
- D31.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D31.2, 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**

#### **D32. INVOICES**

- D32.1 Further to C12, the Contractor shall submit an invoice for each portion of Work performed. to:
- The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: 204-949-0864  
Send Invoices to [CityWpgAP-INVOICES@winnipeg.ca](mailto:CityWpgAP-INVOICES@winnipeg.ca)  
Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)
- D32.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
  - (b) date of delivery;
  - (c) delivery address;

- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D32.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### **D33. PAYMENT**

D33.1 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).

### **D34. PAYMENT SCHEDULE**

D34.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

### **WARRANTY**

#### **D35. WARRANTY**

D35.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D35.1.1 For the purpose of contract security, the warranty period shall be one (1) year.

D35.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D35.2.1 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**

#### **D36. DISPUTE RESOLUTION**

D36.1 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 D36.

D36.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D36.3 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.

- D36.4 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.
- D36.4.1 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.
- D36.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D36.4.3 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.
- D36.4.4 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 D36.4.3, 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.

## **INDEMNITY**

### **D37. INDEMNITY**

- D37.1 Indemnity shall be as stated in C17.
- D37.2 Notwithstanding C17.1, the Contractor shall save harmless and indemnify the City and Dean Spearman Landscape Architect in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the Contractor, their Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
- (a) accidental injury to or death of any person whether retained by or in the employ of the contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
  - (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
  - (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
  - (d) any claim for lien or trust claim served upon the City pursuant to The Builders' Liens Act;
  - (e) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;

- (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
- (g) inaccuracies in any information provided to the City by the Contractor.

D37.3 Further to C17, The City shall save harmless and indemnify the Contractor in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the City, their employees or agents in the performance of its obligation under the Contract.

### THIRD PARTY AGREEMENTS

#### D38. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D38.1 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.

D38.2 For the purposes of D38:

- (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.

D38.3 Indemnification By Contractor

D38.3.1 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.

D38.3.2 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.

D38.4 Records Retention and Audits

D38.4.1 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.

D38.4.2 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 D38.4.1 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.

#### D38.5 Other Obligations

- D38.5.1 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.
- D38.5.2 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.
- D38.5.3 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.
- D38.5.4 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. 122-2024

BRONX PARK COMMUNITY CENTRE SPRAY PAD

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

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

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

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

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

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

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

**SIGNED AND SEALED**  
in the presence of:

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

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

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

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

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

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

**FORM H2: LABOUR AND MATERIAL PAYMENT BOND**  
(See 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. 122-2024

BRONX PARK COMMUNITY CENTRE SPRAY PAD

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

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

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

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

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

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

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

SIGNED AND SEALED  
in the presence of:

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

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

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

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

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

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

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

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

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

RE: CONTRACT SECURITY – RFP NO. 122-2024

BRONX PARK COMMUNITY CENTRE SPRAY PAD

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

Drawing No.	Drawing Name/Title
L-1.0	Project Scope Plan
L-2.0	Site Demo Plan
L-3.0	Layout Plan Arcs
L-4.0	Layout Plan Center Points
L-5.0	Spray Basin Grades
L-6.0	Details
L-7.0	Applicable Standard City Details
C-1	Lot Grading
C-2	Servicing Plan

#### E2. HAZARDOUS MATERIALS

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

#### E3. SITE VERIFICATION

- E3.1 Further to C3.1, the Contractor shall:
- Prior to commencing actual construction Work, check field conditions, obtain and confirm actual site dimensions, examine surface conditions, etc. as required to ensure correct fabrication and execution of the work.
  - Examine previously constructed Work. Notify Contract Administrator in writing of any conditions which may prejudice proper completion of this work. Commencement of construction constitutes acceptance of existing conditions, and means dimensions have been considered, verified and are acceptable.
  - pay all costs for his/her on site review and examination.

- E3.2 The City will not be conducting test holes. The Contractor is responsible to make their own interpretation of the soils within the construction area.
- (a) Pay all costs for onsite review and examination.

#### **E4. EXISTING SERVICES AND UTILITIES**

- E4.1 No responsibility will be assumed by the City or its Consultants for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface; the City or its Consultants shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.
- E4.2 Prior to the commencement of construction, the Contractor shall inspect the site and examine all available records and contact all relevant utilities as necessary to determine the location of all existing surface and underground works. Locations of underground structures if shown are based on the best information available. No guarantee is given that all existing locations are exact.
- E4.3 The Contractor shall be responsible for and take all necessary precautions to preserve and protect all public utilities (i.e. telephone lines and cables, hydro lines and cables, gas lines, sewer mains and services, watermains and services, etc.) existing drains and surface drains or parts thereof which may be affected by his/her operations.
- E4.4 The Contractor shall make all requests directly to each utility for the location of their existing works prior to the start of construction in the area.
- E4.5 The Contractor shall indemnify and save harmless the City and the Contract Administrator or his/her Sub-Consultants against damages for consequential loss and against any claim made against the City or the Contract Administrator of any such main, line, conduit or other such structure or utility for any loss or damage in respect of third party claims or which may be suffered by any such City because of damage to any such main, line, conduit, or other such structure or utility, in any way caused by the operations of the Contractor in the performance of this Contract.
- E4.6 The Contractor shall be aware throughout construction that the facility abuts a playground as well as an operating Community Centre and take necessary steps to ensure that work does not present a hazard on the adjacent playground.

#### **E5. ACCESS TO SITE**

- E5.1 Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at his/her own expense and approved by the Contract Administrator.
- E5.2 The Contractor shall co-operate with the City so as to cause the least inconvenience throughout the area at all times.
- (a) The Site contains a Community Centre with associated amenities that will be in operation during the construction of this project. The Contractor shall minimize impacts on these operations.
- (b) Site operations by the Community Centre include a Farmers Market which will require full access to the entire parking lot during Saturdays from July to the end of September.
- (c) Other site programs will take place and require some access to the parking lot throughout the construction period.
- E5.3 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and he/she shall be responsible for all damage resulting from his/her Work on private property.

- E5.4 Confine apparatus, the storage of products and the operations of workers to limits indicated by laws, ordinances, permits and by directions of the Contract Administration.
- E5.5 Do not unreasonably encumber Site with materials or equipment.
- E5.6 Do not load or permit to be loaded any part of the work with a weight, load or force that will endanger its safety.
- E5.7 Move stored products or equipment which interfere with operations of City.
- E5.8 Obtain and pay for use of additional storage or work areas needed for operations.
- E5.9 Obtain, pay for, and maintain on Site sanitary facilities from startup to Total Performance.
- E5.10 Maintain roads and access in good condition for efficient execution of Work.
- E5.11 Maintain the project site during construction.
- E5.12 Be responsible for damage due to weather, vandalism, etc.
- E5.13 Complete works in a manner that shall result in good surface drainage during periods of precipitation.
- E5.14 Maintain project free of accumulated waste, surplus excavated materials and rubbish.
- E5.15 Haul any waste materials including excavated materials from the site and dispose of in a manner acceptable to the Contract Administrator.
- E5.16 Assume full responsibility for the protection and safekeeping of products under the Contract, stored on the Site.

## **E6. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS, AND RULES**

- E6.1 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.
- E6.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.
- E6.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.
- E6.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.
- E6.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.
- E6.6 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.

## **E7. CODES AND STANDARDS**

- E7.1 Perform Work and obtain permits in accordance with the National Codes of Canada and any other code of provincial or local application including City of Winnipeg. In any case of conflict or discrepancy the more stringent requirements shall apply.

- E7.2 Obtain permits and complete Work to meet or exceed the requirements of standards, codes and other documents referred to in this specification.
- E7.3 Where the specifications contained herein are more stringent than the applicable code or standard utilize the most stringent.
- E7.4 Equipment and materials to carry CSA, ULC or cUL approval and conform with applicable standards. There will be no exceptions or alternatives.
- E7.5 Where a standard or code of any type is referred to anywhere in the document, the standard or code utilized for all Work shall be the most recent whether or not the most recent is specifically shown or listed.

## **E8. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY**

- E8.1 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.
- E8.2 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.
- E8.3 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.
- E8.4 No separate measurement or payment will be made for the protection of trees.

## **E9. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT**

- E9.1 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.

E9.2 Ambulance/ Emergency vehicle access must be maintained at all times.

## **E10. PROTECTION OF THE SURVEY INFRASTRUCTURE**

E10.1 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.

E10.2 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.

E10.3 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.

E10.4 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.

## **E11. SITE ENCLOSURES**

E11.1 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.

E11.2 At minimum site enclosures shall be provided for the area to be graded and redeveloped.

E11.3 Site enclosures shall, at a minimum, consist of sectional, 1.8 m ht, non-climbable metal fencing with sections joined together in a manner to resist opening the sections without tools.

E11.4 Site enclosure shall be sufficient to isolate and secure the jobsite from the adjacent area.

E11.5 Site enclosures shall be considered incidental to the Contract Work and will not be separately measured or paid for.

## **SITE DEVELOPMENT**

### **E12. SETTING OUT OF THE WORK**

E12.1 The Contractor shall be responsible for setting control and completing all grading, underground services, utilities, and other work executed under this Contract to all lines, elevations, reference points and measurements based on plans, specifications, basic control points and benchmark(s) supplied by Contract Administrator.

E12.2 The Contractor shall employ competent person(s) to lay out work.

E12.3 If requested, the Contract Administrator will provide the Contractor with the basic layout plan in AutoCAD dwg format. The Contract Administrator will not provide any survey points, survey data, contours, or DTMs (Digital Terrain Models). The data provided by the Contract

Administrator may include GIS locations in Latitude and Longitude. The Contractor will be responsible for determining the accuracy of these points prior to using them.

- E12.4 Supply Contract Administrator all Survey data utilized upon request of Contract Administrator.
- E12.5 The Contractor will mark, to the extent he determines to be necessary, the location, alignment and elevation of the Work by means of stakes or marks, for review and approval by the Contract Administrator. The Contractor shall make the completed Works conform to the lines and marks thus approved and indicated.
- E12.6 The Contractor shall notify the Contract Administrator immediately of the disturbance of any such stakes or marks. The cost of correcting any errors arising out of neglect of the Contractor to so notify the Contract Administrator shall be borne entirely by the Contractor, as well as the cost of replacing any disturbed stakes or marks.
- E12.7 Before commencing Work, the Contractor shall satisfy him/herself as to the meaning and correctness of all stakes and marks and no claims shall be entertained by the City on account of any alleged inaccuracies. If any error is suspected in the Drawings, Specifications or the directions of the Contract Administrator, Work shall be discontinued until the errors are rectified, but no claims shall be made on account of any delay occasioned thereby.
- E12.8 The Contractor shall determine and provide all dimensions and elevations measured from the stakes or marks.
- E12.9 The Contract Administrator shall be advised of the staking of the work layout at least twenty-four (24) hours in advance in order that the layout may be reviewed and adjusted as required prior to construction. The cost of correcting any errors arising out of neglect of the Contractor to so notify the Contract Administrator shall be borne entirely by the Contractor.
- E12.10 The Contract Administrator shall only review the stakes and marks for general conformance to the proposed design. The Contractor shall not rely on this review as authoritative or comprehensive review of the staking and shall remain responsible for conformance to the design intent and drawings following this review.
- E12.11 There shall be no separate payment for the layout of the works or the provision of stakes or marks, these items being considered incidental to the items of work being laid out.

### **E13. SITE PREPARATION AND DEMOLITION**

- E13.1 This section shall cover the removal of asphalt, sand, gravel, topsoil concrete and sod, and other items where scheduled for removal including the wading pool. It shall also cover any other demolition and removal necessary to construct the project which may be considered incidental to other items of Work. Removal of the washroom building down to the pad is by others. The removal of the building pad is to be included in this Contract.
- E13.2 The removal of any items shall not occur until after permission to proceed has been received by the Contract Administrator.
- E13.3 Contractor shall establish tree protection fences prior to beginning demolition.
- E13.4 Contractor is to ensure existing services are disconnected from the wading pool prior to demolition. The Contractor may choose to reuse some of these services in the new project (eg, electrical service) but must insure that these are secured and protected if the intention is to reuse them.
- E13.5 Concrete, building materials, and excavated granular material is to be removed from the Site and disposed of in a legally acceptable manner.

E13.6 Grassed areas specified for removal shall have the grass surface and growing medium (soil) removed to the elevation of subsurface layer (clay). The excavated material shall be removed from the Site and disposed of or recycled in an environmentally responsible and legal manner.

E13.7 Payment shall be as per Item "Site Preparation" on Form B:Prices, and shall be deemed to include payment in full for all removal and demolition.

#### **E14. SITE GRADING**

E14.1 This specification shall cover all clearing and grubbing, excavation, stockpiling of topsoil, removal or supply and placement of materials necessary to achieve the grades and drainage patterns documented in the Drawings at the sub grade (mud grade) level.

E14.2 This specification is supplemental to CW 3010 , CW 3110 and CW 3170. Materials and installation are to conform to these standard Specifications.

E14.3 The Contractor shall establish site grading as per the drawings at the same time as excavating the subcut for the spray pad. Contractor shall immediately follow this with the installation of land drainage works so as to minimize the risk of rain on the construction schedule.

E14.4 Site works shall not impede existing drainage patterns unless an alternative drainage pattern acceptable to the Contract Administrator and the appropriate authorities is provided.

E14.5 All hard surfaces to drain in the direction and slope noted on the Drawings.

E14.6 Soft surfaces drain and shall not block drainage patterns.

E14.7 Contractor shall establish grades as per the drawings provided taking care to ensure that areas within the site limit of grading drain to the catch basing as shown on the drawing.

E14.8 Payment shall be as per Item "Site Grading" on Form B:Prices ,and shall be deemed to include payment in full for establishing design mud grades, excavation, fill and any other works necessary to meet design grades.

#### **E15. MECHANICAL/PLUMBING AND ELECTRICAL SYSTEMS**

E15.1 The spray feature system is to be a drain away system connected to city water service. Connection to City of Winnipeg services as per Civil drawing. Connection and design of the spray pad system and connections is to be approved by the Contract Administrator and City of Winnipeg prior to start of construction.

E15.2 Primary control system including activation switch, timers, electronic sequencers and wiring schematics, controllers, valving, pressure regulators, ball valves etc. shall be provided. Each individual zone shall have, in addition to the automatic solenoid valve, a manual valve for isolating the zone to facilitate service.

E15.3 Ventilation systems shall be designed to meet current standards described by A.S.H.R.A.E. and other applicable standards

E15.4 Work to be performed by journeymen skilled tradesmen to the satisfaction of the Contract Administrator.

E15.5 All plumbing and electrical must comply to all regulatory authorities that have jurisdiction and manufactures recommended practices.

E15.6 All connections to existing services necessary to provide a complete working project shall be included. This includes but is not limited to electrical, water, and sewer.

E15.7 Water connection will be a private seasonal service and installed with a shut off valve to City of Winnipeg Requirements and located within 1 m of the main where the seasonal service begins

E15.8 Designs will respect the use of the areas and ensure the comfort and safety of the occupants.

E15.9 Mechanical markings to be in accordance with the following and approved by the Contract Administrator:

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

E15.10 Controls:

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

E15.11 Piping

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

E15.12 Drains

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

- (v) Basin drain lines are to be to be a new connection to the infrastructure.

#### E15.13 Metering

- (i) Service to work off of a new meter and backflow. Contractor to provide a standard city park meter pit c.w. locking cover in conjunction with backflow and meter. Cover shall have be as per standard detail but with a 10 mm thick rubber surface on top.

#### E15.14 Mechanical

- (i) Mechanical to be accommodated in vault to be constructed as per the Drawings.
- (ii) Space is to accommodate mechanical systems with adequate clearance space.
  - (i) Contractor to increase the size of the vault shown on the Drawings as required to suit. If the Contractor changes the size of the vault the Contractor shall supply a shop drawing showing the vault superimposed on the site and ensure that this location does not conflict with other items on the site.
  - (ii) Vault is to be connected to drain.
- (iii) Controls must be easily accessible.
- (iv) A hose bib shall be included in the mechanical cabinet.
- (v) Mountings must be structurally designed.
- (vi) Ensure all equipment, fixtures and devices requiring normal maintenance and or cleaning are to be mounted such that they are fully serviceable. Provide necessary isolation access doors, union fittings and the like.
- (vii) Pits, if proposed, must be accessible, easy maintenance and operation and have vandal resistant lockable entry point.

#### E15.15 Electrical

- (i) Connect into existing electrical service in Bronx Park Community Centre. Contractor should note that the existing washroom building, that is to be demolished, has an existing connection to the Community Centre. If practical to do so the Contractor may repurpose this power supply. If the Contractor elects to provide new connection to the Community Centre the Contractor shall remove all wiring from the existing connection.
  - (a) Existing connection (to the building to be removed) consists of a single phase 600v feed. The breaker for the feed is on the 2nd floor electrical room(panel 6M cct 25&27) of the Community Centre Building. In the washroom building (to be demolished there is a small 10 kva 600v to 120/240v transformer that feeds a small 8cct 120/240v panel.
- (ii) All equipment must be CSA approved.
- (iii) Related to the mechanical system requirements.
- (iv) All components within or adjacent to water play area to be grounded.
- (v) To meet all applicable requirements of authorities having jurisdiction.
- (vi) Power Smart Program: The City has a Power Smart Agreement with Manitoba Hydro. Manitoba Hydro has the right to review the design, specifications, and drawings prior to construction. Contractor shall provided documentation normally required for the City to receive a Power Smart Grant from Manitoba Hydro.

#### E15.16 Periodic review during the construction phase

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

#### E15.17 Payment shall be as follows:

- (a) For new service connections as per Item "New Water Line c.w. Connection inc. meter pit, and Sewer Lines" on Form B:Prices.

- (b) For Mechanical vault and sump as per Item “Mechanical Vault c.w. Drainage” on Form B:Prices.
- (c) For Spray pad mechanical system as per item “Spray Pad Mechanical and Electrical (valves, piping, controller, drains, etc”) on Form B:Prices.

## **E16. SPRAY FEATURES**

E16.1 In as much as is possible given constraints of budget and space the design shall offer a mix of passive and interactive play

- (a) For all ages but specific anticipated user groups are 0-4 yrs., 5-8 yrs., 9-12 yrs., and caregivers
- (b) Include a passive ‘kiddie’ area somewhat segregated from the more active play area with some preschool type features.
- (c) The following features should be not be used:
  - (i) Features which have Trip, entanglement, strangulation hazards;
  - (ii) “Ground Stream” type features, particularly those containing low to the ground or movable components;
  - (iii) Components with moving parts that may pose a hazard or injury;
  - (iv) Water cannons or shooting components with high pressure water or components which resemble weapons;
  - (v) Large dump buckets;
  - (vi) Components that contain complicated computerized mechanisms;
  - (vii) Features should not have handles on them that are wide enough for children to stand on and spin with the feature or that move and might hit a stationary child;
  - (viii) Standing fixtures shall not have excessive overhangs or cantilevers;
  - (ix) Ground sprays that act as activators will not be accepted;
  - (x) Components with shapes or surfaces that may attract skateboarding on them;
  - (xi) Components with hanging parts that a person could easily reach and hang from, break, or bend.

E16.2 Water play components:

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

E16.3 Payment shall be as per item “Spray Features” on Form B:Prices.

## **E17. CONCRETE SPRAY AND OVERSPRAY BASIN**

- E17.1 The Concrete spray basin and apron shall be as sized and laid out as per the Drawings.
- E17.2 Site shall be accessible throughout with no curbs blocking access.
- E17.3 All surfaces shall be straight to drain.
- E17.4 Contractor shall coordinate the layout of the fixtures on the spray basin and apron and the details of construction to ensure that:
- (a) Basin shall collect overspray to a minimum of manufacturers specified overspray.
    - (i) In addition to the manufacturers minimum overspray the following additional oversprays shall apply:
      - (i) Fixtures that spray water up to 1 m in height shall have a manufacturers designed overspray that extends no closer than 1.8 m from the edge of the concrete.
      - (ii) Fixtures that spray water up to 2 m in height shall have a manufacturers designed overspray that extends no closer than 2.4 m from the edge of the concrete.
      - (iii) Fixtures that spray water over 2 m in height shall have a manufacturers designed overspray that extends no closer than 3 m from the edge of the concrete.
    - (b) Concrete pad, designed to support light truck use in a wet environment.
    - (c) Sloped to drain towards return inlets. Maximum slope to be 1:15.
    - (d) Provide a slip resistant surface suitable for use in this type of installation and acceptable to the City. Surface treatment must strike a balance between non-slip and so rough that it is not comfortable to walk on or will cause scrapes when a child falls.
    - (e) Provide drain lines as required.
      - (i) Minimum drains with anti-vortex covers (secured) for each basin, or trench drains shall be provided for each drainage sub-basin as appropriate to the design.
        - (i) To be heavy duty non-corroding metal alloy or equally durable fibreglass or plastic construction.
        - (ii) Drain covers shall be securely fastened.
        - (iii) Drain lines are to gravity drain to facilitate winterization.
    - (f) Rebar shall be epoxy coated and sized as per the Drawings
    - (g) Basin shall include an apron which shall drain to the internal drains.
- E17.5 Should the Contractors selection and layout of fixtures, or budgetary considerations during the bid process necessitate adjustments in the layout of the spray pad the Contractor shall submit Shop Drawings for the approval of the Contract Administrator with sufficient detail to:
- (a) Satisfy the permitting authorities.
  - (b) Clearly show that the basin and apron will meet the performance criteria noted in E17.4.
  - (c) Show that the proposed change is consistent with the project design intent as evidenced by the Drawings.
- E17.6 Concrete and testing shall be as per CW 3310 R14
- E17.7 Contractor shall prepare three three samples of concrete finishes 60 cm x 60 cm with a light, medium and rough finish. Contract Administer and Community Services / PPD to approve finish samples prior to any concrete being poured.
- E17.8 Payment shall be as per item "Spray and Overspray Basin" on Form B:Prices. Should the Contractor make adjustments as per item E17.5 there shall be no adjustment in the price.

## **E18. SODDING**

### General Description

E18.1 This specification covers the removal of existing grass, topsoil or sand, levelling or excavating the area designated to receive sod, supply and installation of topsoil and sod, the topdressing and seeding of seam, edges and areas of minor Site restoration.

### Materials and Methods

E18.2 Topsoil and sod are to be supplied and installed as per CW 3510-R8 and CW 3540-R3.

E18.3 Areas to be Sodded are to be laid out on Site and approved by Contract Administrator before commencing Work. Work outside the limits approved by the Contract Administrator will not be measured and will not be paid for under this section but considered incidental to the Work. Incidental Site restoration shall conform to the same Specifications.

E18.4 Edge where sod is to meet existing sod is to be cleanly cut prior to topsoil spreading. Overlap of new sod and existing turf will not be accepted.

E18.5 Contractor shall lay sod consistent with the sod pattern provided in the Drawings.

E18.6 The compacted depth of topsoil shall be 10 cm.

E18.7 Following installation the Contractor shall clearly mark out the extents of the new sod and maintain those markings throughout the maintenance period.

### Measurement and Payment

E18.8 Measurement and Payment will be at the Contract unit price per square meter for item "New Sod c.w. Topsoil" at the unit prices on Form B: Prices. Measurement shall be of the actual area sodded within the limits approved by the Contract Administrator. Price shall be payment in full for supplying materials and for performing all operations listed below:

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

E18.9 Payment shall be as per CW 3510

## **E19. ARTIFICIAL TURF**

### Description

E19.1 This specification shall deal with the supply and install of artificial turf as indicated on the plans and specified herein; including components and accessories required for a complete installation, including but not limited to installation of prepared sub-base.

E19.2 Coordination with related trades to ensure a complete, integrated, and timely installation: sub-base material (tested for permeability), grading and compacting, piping and drain components (when required); as provided under its respective trade section.

### Submittals

E19.3 Shop Drawings:

- (a) Show installation methods and construction indicating field verified conditions, clearances, measurements, terminations, drainage.
- (b) Provide joint submission with related trades when requested by Contract Administrator.

- E19.4 Substitutions: Other products are acceptable if in compliance with all requirements of these specifications. Submit alternate products to Contract Administrator for approval prior to bidding in accordance with Section B7: Substitutes
- (a) Provide substantiation that proposed system does not violate any other manufacturer's patents, patents allowed or patents pending. Provide a sample copy of insured, non-prorated warranty and insurance policy information
- E19.5 Product Data:
- (a) Submit manufacturer's catalog cuts, material safety data sheets (MSDS), brochures, specifications; preparation and installation instructions and recommendations; storage, handling requirements and recommendations.
  - (b) Submit fiber manufacturer's name, type of fiber and composition of fiber.
  - (c) Submit data in sufficient detail to indicate compliance with the Contract documents.
  - (d) Submit manufacturer's instructions for installation.
  - (e) Submit manufacturer's instructions for maintenance for the proper care and preventative maintenance of the synthetic turf system, including painting and markings.
  - (f) Samples: Submit samples, 6 x 6 inches, illustrating details of finished product in amounts as required by General Requirements, or as requested by Contract Administrator
- E19.6 Warranties: Submit warranty and ensure that forms have been completed in Owner's name and registered with approved manufacturer.

#### Quality Assurance

- E19.7 Manufacturer Qualifications: Company specializing in manufacturing products specified in this section.
- (a) Installer shall have demonstrated experience of artificial turf installation in Winnipeg
  - (b) The Contractor shall verify special conditions required for the installation of the system
  - (c) The Contractor shall notify the Contract Administrator of any discrepancies.
- E19.8 Delivery, Storage and Handling
- (a) Prevent contact with materials that may cause dysfunction.
  - (b) Deliver and store components with labels intact and legible.
  - (c) Store materials/components in a safe place, under cover, and elevated above grade.
  - (d) Protect from damage during delivery, storage, handling and installation. Protect from damage by other trades
  - (e) Inspect all delivered materials and products to ensure they are undamaged and in good condition.
  - (f) Comply with manufacturer's recommendations.
- E19.9 Sequencing and Scheduling
- (a) Coordinate the Work with installation of work of related trades as the Work proceeds.
  - (b) Sequence the Work in order to prevent deterioration of installed system.
- E19.10 Warranty and Guarantee
- (a) The Contractor shall provide a warranty to the Owner that covers defects in materials and workmanship of the turf for a period of eight (8) years from the date of substantial completion. The turf manufacturer must verify that their representative has inspected the installation and that the work conforms to the manufacturer's requirements. The manufacturer's warranty shall include general wear and damage caused from UV degradation. The warranty shall specifically exclude vandalism, and acts of God beyond

the control of the Owner or the manufacturer. The warranty shall be fully third party insured; pre paid for the entire 8 year term and be non-prorated.

E19.11 Acceptable Manufacturers

- (a) FieldTurf USA Inc.
- (b) EasyTurf as supplied by J&D Penner 204-895-8602.

E19.12 Materials and Products

- (a) Artificial grass FieldTurf system materials shall consist of the following:
  - (i) Carpet made of “spined” monofilament polyethylene fibers tufted into a fibrous, non-perforated, porous backing.
  - (ii) Infill: Controlled mixture of graded sand and rubber crumb that partially covers the carpet.
  - (iii) Glue, thread, paint, seaming fabric and other materials used to install and mark the artificial grass monofilament FieldTurf.
- (b) Carpet shall consist of spined monofilament fibers tufted into a primary backing with a secondary backing.
- (c) Backing:
  - (i) Primary backing shall be a double-layered polypropylene fabric treated with UV inhibitors.
  - (ii) Secondary backing shall consist of an application of porous, heat-activated urethane to permanently lock the fiber tufts in place.
  - (iii) Perforated (with punched holes), backed carpet are unacceptable.
- (d) Fiber shall be 11,111 Dtex, low friction, and UV-resistant fiber measuring not less than 63.5 mm high. Systems with less than a 63.5 mm fibers are unacceptable
- (e) Infill materials shall be approved by the manufacturer.
  - (i) Infill shall consist of a resilient layered granular system, comprising selected and graded dust-free silica sand and cryogenically hammer-milled SBR rubber crumb.
  - (ii) Artificial Grass products without cryogenically processed rubber or a finish application of straight rubber cryogenically processed will not be acceptable.
  - (iii) The sand component of the infill must represent a minimum of 51% or more of the total infill, by weight
- (f) Non-tufted or inlaid lines and markings shall be painted with paint approved by the synthetic turf manufacturer.
- (g) Thread for sewing seams of turf shall be as recommended by the synthetic turf manufacturer.
- (h) Glue and seaming for fabric for inlaying lines and markings shall be as recommended by the synthetic turf manufacturer.

Installation

- E19.13 Install at location(s) indicated, to comply with final shop drawings, manufacturers’/installer’s instructions.
- E19.14 Carpet rolls shall be installed directly over the properly prepared aggregate base. Extreme care shall be taken to avoid disturbing the aggregate base, both in regard to compaction and planarity. Repair and properly compact any disturbed areas of the aggregate base as recommended by manufacturer
- E19.15 Artificial turf panel seams shall be secured along the selvedge edging flap of the turf roll.
- E19.16 Infill Materials:

- (a) Infill materials shall be applied in numerous thin lifts. The turf shall be brushed as the mixture is applied. The infill material shall be installed to a depth determined by the manufacturer.
- (b) Three-layered infill shall be installed in a systematic order.
- (c) Infill materials shall be installed to fill the voids between the fibers and allow the fibers to remain vertical and non-directional. The Infill installation consists of a base layer of sand followed by a homogenous mixture of the sand and the cryogenically processed rubber. A final application of specifically sized cryogenically processed rubber completes the system. The Infill shall be installed to the depth of 1 ¾". Infill density shall consist of no more than 6 pounds of sand and at least 3 pounds of rubber per square foot. The Infill shall be placed so that there is a void of ¾" to the top of the fibers.
- (d) Synthetic turf shall be attached to the perimeter edge detail in accordance with the manufacturer's standard procedures.

#### E19.17 Adjustment and Cleaning

- (a) Do not permit traffic over unprotected surface
- (b) Contractor shall provide the labor, supplies, and equipment as necessary for final cleaning of surfaces and installed items.
- (c) All usable remnants of new material shall become the property of the Owner.
- (d) The Contractor shall keep the area clean throughout the project and clear of debris.
- (e) Surfaces, recesses, enclosures, and related spaces shall be cleaned as necessary to leave the work area in a clean, immaculate condition ready for immediate occupancy and use by the Owner.

#### E19.18 Protection

- (a) Protect installation throughout construction process until date of final completion.

#### Measurement and Payment

E19.19 Artificial Turf will be measured on an area basis. The area to be paid for shall be the total number of square meters installed and maintained in accordance with this Specification and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator. Artificial Turf will be paid for at the Contract Unit Price per square metre for 'Supply and Install Artificial Turf, measured as per Form B: Prices and specified herein, which price shall be payment in full for completing all operations herein described and all other items incidental to the Work included in this Specification.

### **E20. CONCRETE SIDEWALKS AND PADS**

E20.1 This specification shall cover the concrete sidewalks and the concrete 'bubbles' shown on the drawing.

#### Materials and Methods

E20.2 This specification is supplemental to CW 3325 and SD-228A. Materials and installation are to conform to these standard Specifications.

E20.3 Concrete sidewalks shall be 100 mm.

E20.4 Concrete pads shall be 100 mm thick and be reinforced with 9 guage 150 x 150mm welded wire mesh.

E20.5 Concrete shall be brush finished in a manner consistent with the brush finish on the spray pad.

E20.6 Sidewalks shall be sawcut with cuts 1500 mm o.c.

- E20.7 Concrete pads with radius greater than 1.2 m shall receive 2 saw cuts that cross at 90 degree angles to each other. The cross shall be at the center of the pad and shall not align to any other object or the property line and appear to be at random angles. The angle shall be different for each pad. The Contract Administrator shall approve the angles of the sawcuts on site prior to the cutting.
- E20.8 Measurement and Payment will be at the contract unit price per square meter for item 'Concrete Sidewalk Paving' or 'Concrete Pads' on Form B:Prices. Measurement shall be of the actual area covered by concrete. Price shall be payment in full for supplying materials and for performing all operations listed below:
- (a) Excavate in-situ material to accommodate the pavement structure including base and subbase. Disposal of excess material.
  - (b) Supply and installation of Geotextile.
  - (c) Supply and placement of Crushed limestone Subbase course.
  - (d) Supply and placement of Crushed limestone base course.
  - (e) Supply and install reinforcing (if called for)
  - (f) Supply, placement, and finishing of Concrete
  - (g) Removal of formwork and saw cuts as required.

## **E21. FENCING**

### General Description

- E21.1 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Fencing according to the drawings and specifications.
- E21.2 This specification shall cover the repair, supply and installation of the Fence as shown on the Drawings.

### Materials

- E21.3 All granular backfill material shall conform to CW 3110-R10 and CW3130-R1. All materials supplied under this Specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.

### Construction Methods

- E21.4 Layout shall be established on site as per the drawings provided.
- E21.5 Posts shall not be installed until after all rough grading is complete and both the rough grading and the layout and has been reviewed and approved as consistent with the general intend of the design drawings by the Contract Administrator.
- E21.6 Fence shall be constructed as per Standard City Details.

### Measurement and Payment

- E21.7 Fence shall be measured on a Lump Sum basis.
- E21.8 Payment shall be as per Form B:Prices for item "Fence Repairs" on Form B:Price.

## **E22. TREES, SHRUBS, AND GROUND COVERS**

- E22.1 This section shall cover the supply and installation of trees, shrubs, ground covers and other plants.

- E22.2 Trees shall be of the size and type specified in the proposal but in no case shall they be less than 65 mm  $\varnothing$ . Trees which fail to meet this specification will be rejected.
- E22.3 The Contract Administrator reserves the right to inspect trees at their original source and the give direction as to root and branch pruning requirements.
- E22.4 Plant material shall be of quality and sizing consistent with all sections of "Canadian Guide for Nursery Stock" latest edition as published by the Canadian Nursery Trades Association. Plants are to be measured when in their natural position. Height and spread dimensions refer to the main body of the plant and not to the distance from branch tip to branch tip. Measurement of calliper is to be at a height of 15 cm above the base of the tree as measured in the nursery. All other measurements are to be as per Canadian Guide for Nursery Stock.
- E22.5 Trees shall be of number one grade having only sturdy stems that are reasonably straight for type, a well balanced crown and a single dominant leader. Trees shall be well branched, true to type, and structurally sound. Contract Administrator reserves the right to reject any trees that do not meet this criteria or show signs of disease, mechanical damage, insect or rodent damage, sunscald, frost cracks. All parts of the tree shall be moist and show live, green cambium beneath the surface of the bark.
- E22.6 Plants from native stands, woodlots, orchards or abandon nurseries shall be deem 'collected'. The use of collected plants will not be permitted.
- E22.7 Nomenclature for plants specified shall conform to the International Code of Nomenclature for Cultivated Plants and shall be in accordance with the approved scientific names given in the latest edition of Standardized Plant Names. Names not found within the Standardized Plant Names shall be understood to be in accordance with locally accepted practice. Where there is doubt or ambiguity the Proponent/Contractor shall notify the Contract Administrator and request clarification. The clarification of the Contract Administrator shall be considered final.
- E22.8 Topsoil Planting/Shrub Bed/Backfill mix shall be screened garden soil with a mixture of two parts black loam topsoil, one part sand and one part peat moss.
- E22.9 Shrub beds shall be prepared with a minimum depth of 30 cm of Shrub Bed mix and 10 cm depth of mulch.
- E22.10 Tree stakes shall be heavy duty T rail iron stakes 37 mm x 37mm by 2.4 m primed with one coat of black zinc rich plant paint to CGSB 1GP-181B. Section of stake above ground shall be painted with one coat of black enamel paint.
- E22.11 Planting shall be consistent with details provided on the drawings.
- E22.12 Protection of stock
- E22.13 All nursery stock shall be well protected from damage from the time of digging until the time of planting on Site. Supplier and Installer are to ensure that the root ball is protected from drying out, and that all roots have been cleanly cut.
- E22.14 Transport of nursery stock shall be done in a manner so that trees do not suffer damage during transport. Branches shall be tied to reduce the risk of mechanical damage. Equipment used to handle nursery stock shall be padded. Nursery stock shall be maintained in a moist condition from the time of arrival on Site until the time of planting.
- E22.15 All trees installed as a part of this Contract shall be guaranteed for a period of two years from the recognized completion date. Any plants found in poor condition or dead during this period shall be replaced with stock meeting the original specification and using methods/techniques consistent with the original specification, without cost to the City. During the growing season this replacement shall occur within two weeks of the Contractor being notified of the condition of the plants. In the event that an acceptable replacement tree is not available at the time a replacement is called for the Contractor shall remove the dead plant from the Site within the

two-week period and restore the planting hole. The replacement tree shall be installed at the time it becomes available. Excepted is material or items damaged as a result of accidental causes or vandalism, which will not be subject to warranty.

- E22.16 Contract Administrator reserves the right to extend the Contractor's warranty obligations for an additional one year period if, at the end of the initial warranty period leaf development and growth are not sufficient to ensure future survival.
- E22.17 Plants shall be planted in locations determined on Site by the Contract Administrator.
- E22.18 Replacement plant material installed under the terms of the warranty shall be maintained for a period of two years from the date that the replacement plant is installed. At the end of the maintenance period the Contractor is to remove any stakes, guy wires from the Site.
- E22.19 Payment shall be as per Form B: Prices for item "Trees".

### **E23. LANDSCAPE MAINTENANCE**

- E23.1 This section shall cover the maintenance for all sod, shrub beds, and trees and shrubs supplied and installed or transplanted during the course of this Contract.
- E23.2 Sod Maintenance shall be as per CW 3510.
- E23.3 The Contractor shall be responsible for maintaining the plant material from installation for a period of two years from the date of installation or from the date of total performance which ever is later. It is expected that the plants shall be actively maintained from May 1 to October 31<sup>st</sup> of each year.
- E23.4 The replacement of any deciduous or coniferous plant material shall initiate the start of an additional 2-year maintenance on the replaced plant.
- E23.5 Active maintenance is to include;
  - (a) Watering
  - (b) Weeding control (Planting locations only)
  - (c) Pest and Disease control
  - (d) Pruning
  - (e) Tree Support and tie maintenance and adjustment
  - (f) Winter protection
- E23.6 Water shall be applied as required to maintain optimum conditions. During dry weather the Contractor should expect to water on a weekly basis. Each tree is to be thoroughly watered when it is watered (40 litres per 25 mm of calliper). Contractor is to avoid over watering by reducing the frequency during wet weather.
- E23.7 Contractor shall maintain tree pits and shrub beds in a weed free condition throughout the maintenance period. Weed should be removed frequently and not left to establish for a period greater than 10 days.
- E23.8 Contractor is to control pests and diseases as required. Contractor shall inform the Contract Administrator prior to applying pesticides and use only those pesticides of low mammalian toxicity. Persons applying pesticides shall have a valid pesticide applicators license and strictly follow manufacturers instructions regarding the application of the chemicals and the safety precautions required to apply them.
- E23.9 Pruning shall be done by persons with a valid Manitoba Tree Pruners license. Pruning shall be as necessary to remove dead or damaged limbs as well as maintain species typical form and healthy growth. Pruning shall be done in accordance with industry accepted methods to

standard good practice. In the event of a disagreement the opinion of the Contract Administrator as to what constituted standard good practice shall be considered final.

- E23.10 Tree support and stakes are to be inspected at each weeding/watering to ensure that they are properly adjusted.
- E23.11 At the end of each growing season Contractor is to ensure that tree is properly fitted with rodent protection as per the planting detail.
- E23.12 Maintenance operation are to be diarised. Each diary entry is to contain the following;
- (a) Maintenance Site Forman
  - (b) Date
  - (c) Weather conditions
  - (d) Actions performed
- E23.13 Maintenance of the sodded areas shall be deemed a part of Topsoil, Sod and Shrub Bed preparation and paid for as per CW 3510.
- E23.14 Maintenance of the installed plants shall be paid in the amount specified for "Tree Maintenance" on Form B: Prices prorated to cover that portion of the maintenance actually completed and paid for at the end of each growing season.

## **E24. SITE FURNITURE**

### General Description

- E24.1 This specification shall cover the supply and installation of Benches, Picnic Tables, Bike Racks, Cool Toppers, Hydration Station, Splash Pad Rules Sign, and Waste Receptacles, as called for on the drawings. The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work as shown and specified herein.

### Materials

- E24.2 All materials supplied under this specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.
- E24.3 Cool Toppers Shade structures shall be Landscape Structures CoolToppers 3.66 metre square shade structures and fabric as noted on the drawings or approved equal in accordance with B7
- E24.4 Cool Toppers posts are to be custom fabricated with post length 60cm longer than standard to allow for placement with 60 cm of additional clearance from the picnic tables.
- (a) Cool toppers to be supplied with one extra set of fabrics.
- E24.5 Park Benches shall be "Tache Bench – Composite with arms." One as per SCD-121A for embedded mount and one as per SCD-121E for surface mount. They shall be cedartone with metal coloured galvanized, as manufactured by the City of Winnipeg.
- E24.6 Bicycle Rack
- (a) Bike Racks shall be Dumor 125-40 (Contact: GAT Home Company Ltd. – Neil Buller 943-5050), – Galvanized finish, embedment installation or approved equal in accordance with B7.
- E24.7 Waste Receptacle(s) is to City of Winnipeg Waste Receptacle side opening metal slat type with wire basket and galvanized finish as per SCD-119A (surface mount), as manufactured by the City of Winnipeg.

- E24.8 Accessible Picnic Table shall be Tache style Metal Picnic Table as per SCD-122A, as manufactured by the City of Winnipeg.
- (a) Contractor shall pour a 10 cm thick concrete pad sized as per the drawings, so that the top of the pad is flush with the adjacent finish surface and anchor the Accessible table by bolting it to the concrete pad.
- E24.9 Standard Picnic Table shall be Tache style Metal Picnic Table as per SCD-122, as manufactured by the City of Winnipeg.
- (a) For tables to be installed on concrete pads Contractor shall pour a 10 cm thick concrete pad sized and shaped as per the drawings, so that the top of the pad is flush with the adjacent finish surface and anchor the Standard table by bolting it to the concrete pad. Saw cuts on the pad are to be 120 cm o.c. in a grid roated randomly as per Contract Administrators direction.
- (b) If the Standard Table is shown on the drawings as located on a grassed area the table is to be secured with the used of duckbill anchors.
- E24.10 Hydration Station shall be Elkay Outdoor ezH2O Upper Bottle Filling Station Bi Level Pedestal Non Refrigerated Freeze Resistant Model number LK4420BF1U or equal approved in accordance with B7. It shall include all necessary connections to ensure proper functioning of the hydration station. Colour shall be chosen to work with the colours chosen for the spray pad.
- E24.11 Contact for City manufactured site furniture:
- (a) Email [pwd-cps-orderdesk@winnipeg.ca](mailto:pwd-cps-orderdesk@winnipeg.ca)  
Matt Hamm Foreman  
204-391-2860

#### Construction Methods

- E24.12 Contractor shall obtain Picnic Tables, Waste Receptacle(s), and Tache benches from the City and deliver to the jobsite.
- E24.13 All items are to be supply and install by Contractor.
- E24.14 All fixtures and furnishings are to be installed as per manufactures instructions.
- (a) Install waste receptacle as per SCD-119A.
- (b) Install Tache Benches as per SCD-121A and SCD-121E.
- (c) Install picnic table as per SCD-122A.
- (d) Cool Toppers are to be installed so as to achieve a 9' 7" clearance between the finished ground and the bottom of the fabric.
- (e) Hydration station to be installed as per manufacturers instructions.
- E24.15 All concrete used in installation is to meet CW 2160.
- E24.16 All furnishings and fixtures to be installed plumb and true to correct elevations and location, as directed the Contract Administrator. The Contractor shall confirm proposed locations of all site furnishings with Contract Administrator prior to installation.
- E24.17 All furnishings and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering, which will injure or distort fixture, is prohibited.
- E24.18 Picnic Tables are to be securely fastened by bolting to the specified concrete pad if located on a concrete pad and by padlocked duck bill anchor system if located on crusher fines paving area.

#### Method of Measurement and Basis of Payment

E24.19 Measurement and payment shall be for delivery and installation of each as per each items listing on Form B: Prices. Said price shall include all Work necessary to deliver and install each item of Site furniture as well as the cost of providing a crusher fines pad for each item.

## **E25. COMMISSIONING**

### **E25.1 System Start-up, First and Second Year Winterization**

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

### **E25.2 System Start-up, First and Second Year Winterization**

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

### **E25.3 Operation and Maintenance Manuals**

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

### **E25.4 Staff Training**

- (a) On Site training provided to City pool staff and maintenance personnel in proper operation and maintenance procedures for the system.

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

**E25.5 Record Drawings**

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

**E25.6** For all commissioning items except the winterization and start-up, the Payment shall be as per Form B:Prices at the price for item "Commissioning".

**E25.7** For the winterization and start-up the payment shall be annual after a winterization and subsequent start-up at the unit price shown on the Form B:Prices at the price for the item "Fall Winterization and Spring Start-up 2024-25 and 2025-26". This payment shall be understood to include both a fall winterization and a spring start-up and shall be paid at the spring start up following a fall winterization.

**E26. SITE RESTORATION**

**E26.1** Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all tools, equipment, waste, debris and surplus foundation earth to the satisfaction of the Contract Administrator. Unless otherwise specified, and as a condition of Total Performance the Contractor shall restore all areas of the Site beyond the established limit of Work, which have been disturbed by the Contractor's operations to as good as or better than the original condition to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this Work