



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 663-2025

SWCC RICHMOND COMMUNITY CENTRE SPRAY PAD

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SWCC Richmond Community Centre Spray Pad

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 18, 2025.

B2.2 The Contract Administrator or the Manager of Purchasing 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 The Proponent may view the Site without making an appointment.

B3.2 The Proponent is advised that a viewing of the Electrical services in the Community Centre is scheduled for September 2, 2025 at 09:00. Attendance is voluntary though further opportunities will be limited by staffing availability.

B3.3 The Proponent may request a subsequent viewing of the Electrical service in the Community Centre by making arrangements with the Contract Administrator at least ten (10) Business Days prior to the Submission Deadline.

B3.4 The Proponent shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Proponent's direct observation or is provided by the Contract Administrator in writing.

B3.5 The Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Proposal or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B3.6 The Proponent is responsible for determining:

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

B4. ENQUIRIES

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

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

- B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.
- B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.
- B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

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

B6. ADDENDA

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

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base their Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B24.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal;

- (b) Form B: Prices;
- (c) Form C: Economic Analysis.

B8.2 The Proposal should also consist of the following components:

- (a) Design Drawings in accordance with B12;
- (b) Component Description, in accordance with B13;
- (c) Project Work Plan as per B14;
- (d) System Integration as per B15.

B8.3 Further to B8.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.

B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.

B8.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.

B8.6 The Proposal shall be submitted electronically through MERX at www.merx.com.

B8.6.1 Proposals will **only** be accepted electronically through MERX.

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

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

B9. PROPOSAL (SECTION A)

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

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

- (a) if the Proponent is a sole proprietor carrying on business in 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.

B10.3 The Proponent shall state a separate price in Canadian funds for each of the following items of work on Form B Prices:

- (a) Separate Price to be deducted from Total Bid Price – Item No. 1 shall be the amount deducted from the Total Bid Price if the Shrubs and Planting Beds are deleted in accordance with B24.6(b);
- (b) Separate Price to be deducted from Total Bid Price – Item No. 2 shall be the amount deducted from the Total Bid Price if the Trees are deleted in accordance with B24.6(b); and
- (c) Separate Price to be deducted from Total Bid Price – Item No. 3 shall be the amount deducted from the Total Bid Price if the Shade Structures are deleted in accordance with B24.6(b).

B10.4 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.

B10.5 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 features 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 including separation/location of age appropriate zones and grouped spray features.
- (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) Separation and location of age appropriate zones;
 - (v) Overall play experiences;
 - (vi) 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 features, including quality, durability and warranty of materials and components.

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 the end of July 2026.
 - (e) Provide a methodology for delivering the project including:
 - (i) schedule (project to be completed and operational in August 2026)
 - (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;
 - Training guide;
 - 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 SkyWays shade structures.

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, Purchasing 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 a valid Canadian Certified Playground Inspector.
 - (e) 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 at <http://www.winnipeg.ca/matmgt/Safety/default.stm>.
- B18.5 Further to B18.3(e), the Proponent acknowledges that they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilitymb.ca/resources-events-and-training/online-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.
- 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% |
| (g) System 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.
- B24.6 Further to B24.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices 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, 2 and 3 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.
- B24.6.1 Further to B24.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B24.6.2 The Total Bid Price shall be evaluated with a weighing of 10 points out of a total of 100 possible points. As such, the lowest Proponent shall receive the full 10 points, and the second lowest Proponent and subsequent Proponents shall be pro-rated accordingly.
- B24.7 Further to B24.1(d), 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.
- B24.8 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.
- B24.9 The Design shall be evaluated on the following criteria:
- (i) Quality and nature of the spray features. (20 points)
 - (ii) Diversity of the spray features (10 points)
 - (iii) Layout of the spray features 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 features design and function. (2 points)
- B24.10 Further to B24.1(f) Project Work Plan shall be evaluated with a weighting of 15 points out of a total of 100 possible points as per B14.
- B24.11 The Project Work Plan shall be evaluated on the following criteria:
- (a) Consideration of functional and technical issues (5 points)
 - (b) Clarity and appropriateness of Project delivery schedule (5 points)

- (c) The organizational chart with the Contractor and Subcontractor experience and acknowledgment. (5 points)

B24.12 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.

B24.13 The System Integration shall be evaluated on the following criteria:

- (a) Review of operational considerations (4 points)
- (b) Clarity and completeness of Civil, Mechanical and Electrical system schematics. (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)

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, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm .
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “C” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

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

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

- (a) Excavate and remove existing baseball field, backstop fencing, benches, bleachers, batting cage, granular surfacing, sand infield and organic matter;
- (b) New Sewer and Water Connections including meter pit;
- (c) New LDS Connections and catch basins;
- (d) Spray Pad electrical and mechanical including vault and waterproof cabinet;
- (e) Construction of Spray Basin;
- (f) Supply and installation of Spray Features;
- (g) Associated Site Paving;
- (h) Associated Site Furnishings and supporting amenities;
- (i) Associated landscaping.

D2.3 The funds available for this Contract are \$1,200,000.00.

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 Request for Proposal have been provided to it and may be relied upon by the Contractor to the extent that the Contractor uses Good Industry Practice in interpreting such report(s) and site information and carries out the Work in accordance with Good Industry Practice based upon such report(s) and the information contained in them and such other site information. In the event that a site condition related to:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the Site conditions, including but not limited to subsurface hazardous materials or other concealed physical conditions;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect the performance of the Work.

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

D4. DEFINITIONS

D4.1 When used in this Request for Proposal:

- (a) **“CW”** means current City of Winnipeg Standard Construction Specification;
- (b) **“Payment Certification”** means the Contract Administrator’s statement of the sums certified to be paid by the City to the Contractor with reference to its interim and final progress estimates and/or the Contractor’s Proper Invoice;
- (c) **“Proper Invoice”** means the definition within *The Builders’ Liens Act*, R.S.M. 1987, c. B91 and any subsequent amendments thereto, and also includes the criteria to be included in an invoice, as set out in the Measurement and Payment provisions of the Contract;
- (d) **“SCD”** means current City of Winnipeg Parks Planning Standard Construction Detail Drawings;
- (e) **“SD”** means current City of Winnipeg Standard Construction Detail
- (f) **“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; and
- (g) **“The Builders’ Liens Act”** or **“the BLA”** means *The Builders’ Liens Act*, R.S.M. 1987, c. B91 and any subsequent amendments thereto.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is Architecture 49, represented by:

Stephen Muirhead
Landscape Architect

Telephone No. 431-485-0800

Email address: Stephen.Muirhead@architecture49.com

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

D6. CONTRACTOR'S SUPERVISOR

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

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

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

D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

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

- D7.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D7.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

D8. SUPPLIER CODE OF CONDUCT

- D8.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>
- D8.2 The Contractor agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal from the Contractor signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.
- D8.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

D9. UNFAIR LABOUR PRACTICES

- D9.1 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.
- D9.2 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.
- D9.3 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.).
- D9.4 Failure to provide the evidence required under D9.3, may be determined to be an event of default in accordance with C18.
- D9.5 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.

- D9.5.1 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.
- D9.5.2 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 D9.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D9.5.3 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

D10. AUTHORITY TO CARRY ON BUSINESS

- D10.1 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.

D11. SAFE WORK PLAN

- D11.1 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.
- D11.2 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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>.
- D11.3 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.

D12. INSURANCE

- D12.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) Commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual 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 and throughout the warranty period;
 - (b) If applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000

inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

- (c) Course of construction insurance, in the amount of at least 100% of the total contract price, written in the name of the Contractor and The City of Winnipeg to remain in place until the date of substantial performance.

D12.2 Deductibles shall be borne by the Contractor.

D12.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

D12.4 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.

D12.5 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.

D13. CONTRACT SECURITY

D13.1 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 amount of fifty percent (50%) of the Contract Price; and
- (b) labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in an amount equal to fifty percent (50%) of the Contract Price.
- (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 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.

D13.1.1 Bonds are available at:

- (a) Performance Bond <https://www.winnipeg.ca/media/4928/>
 - (i) Performance Bond – Schedule A - Form of Notice
<https://www.winnipeg.ca/media/4831/>
 - (ii) Performance Bond – Schedule B – Surety's Acknowledgement
<https://www.winnipeg.ca/media/4832/>
 - (iii) Performance Bond – Schedule C – Surety's Position
<https://www.winnipeg.ca/media/4833/>
- (b) Labour & Material Payment Bond <https://www.winnipeg.ca/media/4930/>
 - (i) L&M Bond – Schedule A – Notice of Claim
<https://www.winnipeg.ca/media/4834/>
 - (ii) L&M Bond – Schedule B – Acknowledgement of a Notice
<https://www.winnipeg.ca/media/4835/>
 - (iii) L&M Bond – Schedule C – Surety's Position
<https://www.winnipeg.ca/media/4836/>
- (c) Irrevocable Standby Letter of Credit <https://www.winnipeg.ca/media/4931/>

D13.1.2 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 D13.1.2(b).

D13.1.3 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.

D13.1.4 Digital bonds passing the verification process will be treated as original and authentic.

D13.1.5 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.

D13.2 The Contractor shall provide the Contract Administrator identified in D5 with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order or an award letter and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D13.3 Where the contract security is provided in accordance with D13.1(a) and D13.1(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 D13.1(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.

D14. SUBCONTRACTOR LIST

D14.1 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.

D15. SHOP DRAWINGS AND RECORD DRAWINGS

D15.1 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.

D15.2 Shop Drawings are to be reviewed by the Contractor's responsible design personnel for the design prior to submission to the Contract Administrator.

D15.3 Shop Drawings shall be sealed by a professional engineer registered to practice in the Province of Manitoba.

- D15.4 The level of detail and scope of information provided on the shop drawings shall be sufficient to satisfy construction needs and permitting requirements.
- D15.5 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.
- D15.6 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.
- D15.7 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, manufacturers catalog number and cut sheets, and manufacturers spray pattern/extent.
 - (b) Electrical drawings including connection to existing service and grounding or spray pad and components.
 - (c) Mechanical cabinet layout and details including.
 - (d) Foundation and anchoring drawings regarding the new spray features.
 - (e) Foundation drawings regarding the shade structures.
- D15.8 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.
- D15.9 There shall be no separate measurement or payment for Shop Drawings or Record Drawings.

D16. ORDERING OF SPRAY FEATURES, SPRAY CONTROLS SYSTEMS AND SITE AMENITIES

- D16.1 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 Award Letter, or an agreed upon date with Contract Administrator, whichever is received earlier.
- D16.2 This shall include but not be limited to the following items:
- (a) Spray Control System
 - (b) Spray Features
 - (c) Site Furnishings and Amenities

D17. DETAILED WORK SCHEDULE

- D17.1 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.
- D17.2 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
 - (o) Operational Date
- D17.3 Other milestone dates appropriate to this project should also be included to make the Contract Administrator aware of them.

D18. REQUIREMENTS FOR SITE ACCESSIBILITY PLAN

- D18.1 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.
- D18.2 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 pedestrian corridors and pathways unless otherwise noted in the Contract;
 - (c) How the Contractor will maintain access to residents and businesses unless otherwise noted in the Contract;
 - (d) How the Contractor will maintain access to all Community Centre egresses as part of their evacuation and Fire Safety Plan; and
 - (e) Any required detour signage at adjacent crossings to facilitate sidewalk or active transportation pathway closures.
- D18.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.

- D18.4 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) Detour Signage
- D18.5 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.
- D18.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.
- D18.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- D18.8 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.
- D18.9 Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

SCHEDULE OF WORK

D19. COMMENCEMENT

- D19.1 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.
- D19.2 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 D10;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) the Safe Work Plan specified in D11;
 - (iv) evidence of the insurance specified in D12;
 - (v) the contract security specified in D13;
 - (vi) the Subcontractor list specified in D14;
 - (vii) the Shop Drawings specified in D15;
 - (viii) the evidence of equipment orders specified in D16;
 - (ix) the detailed work schedule specified in D17;
 - (x) the Requirements for Site Accessibility Plan as specified in D18; and
 - (xi) the direct deposit application form specified in D36.1.
 - (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.

D19.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the award letter.

D19.4 The City intends to award this Contract by October 21, 2025

D19.4.1 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.

D20. WORK BY OTHERS

D20.1 Further to C6.25, the Contractor's attention is directed to the fact that other Contractors, the personnel of Utilities and the staff of the City may be working within the project limit, approach roadway, adjacent roadways or right-of-way. The activities of these agencies may coincide with the Contractors execution of work and it will be the Contractor's responsibility to cooperate to the fullest extent with other personnel working in the area, and such cooperation is an obligation of the Contractor under the terms of Contract.

D20.2 Further to D20.1 the Contractor shall cooperate and coordinate all activities with all parties performing required Work by Others. The Contractor must include and accommodate Work by Others or additional parties, in their construction schedule as per D17 and accommodate the necessary area on Site required for the Work by Others to complete the Work.

D21. CRITICAL STAGES

D21.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

(a) Site Preparation and Demolition	November 27, 2025
(b) Permitting	March 12, 2026
(c) Site Grading	May 26, 2026
(d) Servicing	June 10, 2026
(e) Concrete spray basin	June 30, 2026
(f) Installation of Spray Features	July 11, 2026
(g) Installation of Site Furniture	July 15, 2026
(h) Installation of Sod (inc. Maintenance Period)	July 30, 2026

D22. SUBSTANTIAL PERFORMANCE

D22.1 The Contractor shall achieve Substantial Performance by July 15, 2026.

D22.2 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.

D22.3 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.

D23. TOTAL PERFORMANCE

D23.1 The Contractor shall achieve Total Performance by July 29, 2026, or within 14 (fourteen) Calendar Days if seasonal inclement weather does not allow permanent restoration to commence immediately after Substantial Performance, which comes first. The Contract Administrator will advise the Contractor when seasonal conditions will allow permanent

restorations to begin. The Contractor will start final restorations no later than 14 (fourteen) Calendar Days after formal notifications by the Contract Administrator.

- D23.2 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.
- D23.3 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.

D24. LIQUIDATED DAMAGES

- D24.1 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).
- D24.2 The amount specified for liquidated damages in D24.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance or Total Performance by the days fixed herein for same.
- D24.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D25. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D25.1 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.
- D25.2 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.
- D25.3 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.
- D25.4 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 D25.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D25.5 The Work schedule, including the durations identified in D21 to D23 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.
- D25.6 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.

- D25.7 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.

D26. SCHEDULED MAINTENANCE

- D26.1 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 and Shrub 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.

- D26.2 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

D27. JOB MEETINGS

- D27.1 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.

- D27.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

D28. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D28.1 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).

D29. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D29.1 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.

D30. PLANT AND MATERIALS

- D30.1 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.

D31. SAFETY

- D31.1 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.
- D31.2 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.
- D31.3 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.

D32. SITE CLEANING

- D32.1 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.
- D32.1.1 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.
- D32.1.2 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.

D33. INSPECTION

- D33.1 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.
- D33.2 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.

D34. DEFICIENCIES

- D34.1 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.

D34.2 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.

D34.3 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.

D34.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D34.2, 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.

INVOICES & MEASUREMENT AND PAYMENT

D35. MEASUREMENT AND PAYMENT

D35.1 C12.2 is deleted and replaced with the following:

C12.2 The amounts to be paid by the City to the Contractor shall be as set out in the Payment Certification. In the event the Payment Certification does not align with the Contractor's Proper Invoice and payment by the City to the Contractor is not made, or not going to be made, for the invoiced amount within 28 Calendar Days of receipt of the Proper Invoice, the City will issue a notice of non-payment to the Contractor in accordance with the BLA.

C12.2.1 For unit price Contracts, such sums shall be determined by the Contract Administrator upon the basis of the unit prices for the various classes of the Work stated on Form B: Prices. The total amount to be paid to the Contractor for the Work will be the amount arrived at by measuring the amount of each class of the Work listed on Form B: Prices and performed in accordance with the Contract, and pricing the same, in accordance with the unit prices stated thereon.

C12.2.2 For lump sum Contracts, such sums shall be determined by the Contract Administrator upon the basis of the lump sum price stated on Form B: Prices, if applicable, but in any event the lump sum price broken down into the percentage completed for each portion of the Work, commonly referred to as detailed prices.

D35.2 C12.7 to C12.15 are deleted and replaced with the following:

C12.7 After the end of each month, the Contractor shall submit a Proper Invoice including documentation that details the type, quantity and value of Work performed during the previous month, in accordance with C12.2.

C12.8 The Contract Administrator will review the Proper Invoice and produce its Payment Certification accordingly.

C12.9 Any payment made by the City to the Contractor on account of a Proper Invoice shall be less any holdback required to be made by The Builders' Liens Act, and such holdbacks or other amounts which the City is entitled to withhold pursuant to the Contract.

- C12.10 If in the Contractor's opinion the Work performed during the previous month is minimal or does not warrant an invoice, the Contractor is permitted to not submit an invoice on the condition that the Contractor advises the Contractor Administrator in writing.
- C12.11 Unless agreed to by the Contract Administrator, in writing, on an exception basis, the Contractor shall not submit invoices more frequently than monthly.
- C12.12 Any reference to payment submittals or payment processes in the NMS Sections of the Contract are deleted and replaced with the payment submittals and payment processes within Section C12 of the General Conditions, as amended by the Supplemental Conditions.

FINAL PAYMENT

- C12.13 The Contractor shall indicate on its invoice if it is the final invoice for Work performed under the Contract. Payment Certification, in response to receipt of the final Proper Invoice by the Contractor, shall be subject to the following conditions:
- (a) issuance by the Contract Administrator of a certificate of Total Performance;
 - (b) receipt by the City of a certificate from the Workers Compensation Board stating that full payment has been made to the Board with respect to all assessments owing.
- C12.14 Payment on account of the holdback made by the City pursuant to The Builders' Liens Act, shall be paid to the Contractor when the time for filing liens or trust claims has elapsed, unless the City is in receipt of a lien or trust claim.
- C12.15 Neither the issuance of a certificate of Total Performance nor the payment of the final Proper Invoice shall relieve the Contractor from their responsibilities either under C13 or as a result of any breach of the Contract by the Contractor including, but not limited to, defective or deficient Work appearing after Total Performance, nor shall it conclude or prejudice any of the powers of the Contract Administrator or the Chief Administrative Officer hereunder.
- C12.16 Subject to C12.17, acceptance by the Contractor of payment on account of the final Proper Invoice shall constitute a waiver and release by them of all claims against the City whether for payment for Work done, damages or otherwise arising out of the Contract.
- C12.17 If the Contractor disputes a Payment Certification related to a notice of non-payment by the City to the Contractor in accordance with the BLA, the Contractor may appeal the determination of the Contract Administrator to the Chief Administrative Officer as provided for in C21. If prior to the appeal being concluded, the Contractor gives a notice of adjudication to the City pursuant to the BLA, the appeal process will be discontinued.

INVOICES

- D35.3 Further to C12, the Contractor:
- (a) shall submit invoices for Work performed during the previous calendar month in accordance with the instruction on the City's website at: <https://www.winnipeg.ca/finance/corporate-accounts-payable.stm>; and
 - (b) should copy the Contract Administrator on submission of its invoice.

D36. PAYMENT

- D36.1 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.

D37. PAYMENT SCHEDULE

- D37.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D38. WARRANTY

- D38.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.
- D38.1.1 For the purpose of contract security, the warranty period shall be two (2) year.
- D38.2 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.
- D38.2.1 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

D39. DISPUTE RESOLUTION

- D39.1 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 D39.
- D39.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"
- D39.3 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 Purchasing Division 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.
- D39.4 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.

- D39.4.1 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.
- D39.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D39.4.3 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.
- D39.4.4 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 D39.4.3, 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

D40. INDEMNITY

- D40.1 Indemnity shall be as stated in C17.
- D40.2 Notwithstanding C17.1, the Contractor shall save harmless and indemnify the City 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.
- D40.3 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

D41. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D41.1 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.

D41.2 For the purposes of D41:

- (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.

D41.3 Indemnification By Contractor

D41.3.1 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.

D41.3.2 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.

D41.4 Records Retention and Audits

D41.4.1 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.

D41.4.2 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 D41.4.1 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.

D41.5 Other Obligations

- D41.5.1 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.
- D41.5.2 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.
- D41.5.3 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.
- D41.5.4 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.

ADJUSTMENTS FOR CHANGES IN LAWS, TAXES, OR TARIFFS

D42. ADJUSTMENTS FOR CHANGES IN LAWS, TAXES, OR TARIFFS

- D42.1 Further to C12.4 and subject to C6.13, the Contract Price shall be adjusted if any change in a law or tax imposed under the Excise Act, the Excise Tax Act, the Customs Act, the Customs Tariff, The Mining Tax Act (Manitoba), or The Retail Sales Act (Manitoba), by an act of the Congress of the United States of America, or by Executive Order by the President of the United States under the International Emergency Economic Powers Act of the United States of America or similar legislation:
- (a) occurs after the Submission Deadline;
 - (b) applies to Material; and
 - (c) affects the cost of the Material to the Contractor.
- D42.2 Further to C12.5, if a change referred to in C12.4 occurs, the Contract Price shall be increased or decreased by an amount equal to the amount that is established, by an examination of the relevant records of the Contractor, to be the increase or decrease in the cost incurred that is directly attributable to the change, and which the Contractor has proven to the Contract Administrator represents the minimum amount of increase necessary in order to obtain necessary Material or Plant and reducing or eliminating the increase in Contract Price, up to and including entering into purchase agreements with vendors located in other jurisdictions, in order for Contractor to be able to avail itself of the increase in Contract Price permitted under this clause.

(See D14)

SWCC RICHMOND COMMUNITY CENTRE SPRAY PAD

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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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Request for Proposal shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.4 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
L000	Cover Sheet
L100	Removals Plan
L101	Materials Plan
L102	Layout Plan
L200	Grading Plan
L201	Planting Plan
L300	Sections
L400	Details
L401	Details
C101	Site Servicing and Stormwater Management

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. EXISTING SERVICES AND UTILITIES

- E3.1 No responsibility will be assumed by the City for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface; the City shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.

E4. ACCESS TO SITE

- E4.1 Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at their own expense and approved by the Contract Administrator.
- E4.2 The Contractor shall co-operate with the City so as to cause the least inconvenience to adjacent functions/facilities throughout the entirety of the Contract:
- (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) Other site programs will require access to the parking lot throughout the Work. Site controls and staging may not impede nor unreasonably encumber the functionality of the parking lot.
 - (c) St. Avila School is adjacent to the Site. The Contractor shall minimize impacts to their operations and ensure proper Temporary Site enclosures to uphold the safety of students and staff.
- E4.3 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and they shall be responsible for all damage resulting from their Work on private property.

E5. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES

- E5.1 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.
- E5.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.
- E5.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.
- E5.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.
- E5.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.
- E5.6 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.

E6. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY

- E6.1 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.

- E6.2 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 submit a Tree Protection Plan outlining which trees are to be preserved in accordance with the Drawings and the limits of the Tree Protection Zone (TPZ) to be established per table 3.19.5 in the [Tree Planting Standards, Details and Specifications](#) for approval by the Contractor Administrator five (5) Business Days prior to work commencing.
 - (b) TPZ to be delineated by a physical barrier established in accordance with [Tree Planting Standards, Details and Specifications](#), section 3.19.
 - (i) No materials or activity including vehicular/equipment traffic, changes of grade or material storage are permitted inside the TPZ nor within 2.4m of any tree.
 - (ii) Barrier to remain in place for the duration of Work.
 - (iii) Where the TPZ is interrupted by an impervious surface, the TPZ barrier will be installed at the edge of the hard surface area.
 - (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Wherein efforts to perform the Work required is within a TPZ, 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 with sterile tools.
 - (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.
 - (e) Contractor to notify Contract Administrator when any portion of the Work violates the TPZ for approval prior to commencing.
- E6.3 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.
- E6.4 No separate measurement or payment will be made for the protection of trees.
- E7. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT**
- E7.1 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.
- E7.2 Ambulance/ Emergency vehicle access must be maintained at all times.
- E8. PROTECTION OF THE SURVEY INFRASTRUCTURE**
- E8.1 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.
- E8.2 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.

- E8.3 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.
- E8.4 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.

E9. SITE ENCLOSURES

- E9.1 Temporary Site enclosures, as determined necessary at the pre-construction meeting, shall be erected and maintained as required for the duration of the construction period.
- E9.2 Site enclosures shall, at a minimum, consist of sectional, 1800 mm height, non-climbable metal fencing with sections joined together in a manner to resist opening the sections without tools.
- E9.3 Site enclosure shall be sufficient to isolate and secure the jobsite from the adjacent area and encompass all active areas of construction including re-grading extents.
- E9.4 Site enclosures shall be considered incidental to the Contract Work and will not be separately measured or paid for.

SITE DEVELOPMENT

E10. SETTING OUT THE WORK

- E10.1 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.
- E10.2 The Contractor shall employ competent person(s) to lay out work.
- E10.3 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.
- E10.4 Supply Contract Administrator all Survey data utilized upon request of Contract Administrator.
- E10.5 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.

- E10.6 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.
- E10.7 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.
- E10.8 The Contractor shall determine and provide all dimensions and elevations measured from the stakes or marks.
- E10.9 The Contract Administrator shall be advised of the staking of the work layout at least twenty-four 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.
- E10.10 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.
- E10.11 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.

E11. SITE PREPARATION AND DEMOLITION

- E11.1 This section shall cover the removal of existing chain link fencing, bleachers, benches, sand, gravel, topsoil, concrete and sod, and other items where scheduled for removal. It shall also cover any other demolition and removal necessary to construct the project which may be considered incidental to other items of Work.
- E11.2 The removal of any items shall not occur until after permission to proceed has been received by the Contract Administrator.
- E11.3 Contractor shall establish tree protection fences prior to beginning demolition per E8.
- E11.4 Contractor is to ensure existing services are disconnected 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.
- E11.5 Contractor to establish temporary silt fencing and/or straw wattles to control sediment runoff during grading downslope of Work and around all catch basins/manholes.
- E11.6 Excavated concrete, granular/sand material, and organic matter is to be removed from the Site and disposed of in a legally acceptable manner.
- E11.7 Existing baseball fencing, batting cages, benches and related foundational materials to be removed from the Site and disposed of in a legally acceptable manner.
- E11.8 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.
- E11.9 Payment shall be as per Item "Site Preparation and Demolition" on Form B:Prices, and shall be deemed to include payment in full for all removal and demolition.

E12. SITE GRADING

- E12.1 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.
- E12.2 This specification is supplemental to CW 3010, CW 3110, and CW 3170. Materials and installation are to conform to these standard Specifications.
- E12.3 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.
- E12.4 Site works shall not impede existing drainage patterns unless an alternative drainage pattern acceptable to the Contract Administrator and the appropriate authorities is provided.
- E12.5 All hard surfaces to drain in the direction and slope noted on the Drawings.
- E12.6 Soft surfaces drain and shall not block existing drainage patterns unless otherwise indicated.
- E12.7 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.
- E12.8 Contractor shall remove top 100mm of existing granular pathway, level and re-surface with new granular as indicated on the Drawings and to Section E18 Granular Pathway.
- E12.9 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.

E13. LAND DRAINAGE

General Description

- E13.1 This specification shall cover all excavation, supply and installation of land drainage products and materials including all catch basins, catch pits, drain basins, piping, pipe connections, backfill materials, necessary to achieve proper land drainage as indicated on the Drawings.

Materials and Methods

- E13.2 This specification is supplemental to work shown on Civil drawings. Materials and installation are to conform to Specifications and City of Winnipeg Construction Specifications and Civil Drawings and Specifications.

Measurement and Payment

- E13.3 Measurement and Payment will be at the contract unit price per lump sum for item "Land Drainage" on Form B: Prices. Price shall be payment in full for supplying materials and for performing all operations listed below:
- (a) Supply and installation of catch basins
 - (b) Piping, connections and all other materials incidental to the Work.

E14. MECHANICAL/PLUMBING AND ELECTRICAL SYSTEMS

- E14.1 The spray feature system is to be a drain away system connected to city water service.

- E14.2 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.
- E14.3 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 without the need to shut off the entire system.
- E14.4 Ventilation systems shall be designed to meet current standards described by A.S.H.R.A.E. and other applicable standards
- E14.5 Work to be performed by journeymen skilled tradesmen to the satisfaction of the Contract Administrator.
- E14.6 All plumbing and electrical must comply to all regulatory authorities that have jurisdiction and manufactures recommended practices.
- E14.7 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.
- E14.8 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
- E14.9 Designs will respect the use of the areas and ensure the comfort and safety of the occupants.
- E14.10 Mechanical markings to be in accordance with the following and approved by the Contract Administrator:
- (a) Canadian General Standards Board (CGSB).
 - (b) CAN/CGSB-1.60-97, Interior Alkyld Gloss Enamel.
 - (c) CAN/CGSB-24.3-92, Identification of Piping Systems
 - (d) CAN/CGSB-149.1-M95.
 - (e) CAN/CGSB-149.2-M91.
- E14.11 Controls:
- (a) Low lifecycle cost considering initial investment, daily operations, maintenance and expected lifespan
 - (b) System to have a 'Rain' switch provided on a separate 6.0m tall galvanized metal pole so that it does not operate when it is raining. Pole is to be grounded and mounted to a 3.0m belled concrete pile.
 - (c) System to drain away so that there is no standing water at any time.
 - (d) Must comply with current Health regulations for water quality.
- E14.12 Piping:
- (a) All fittings to be galvanized or PVC. All fasteners to be Stainless Steel.
 - (b) All water lines to have proper slope and drain capability and blow out valves for fall servicing.
 - (c) Water service:
 - (i) To be a new 50mm diameter as per Civil 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.

- (d) Piping to include a shock arrester.
- (e) All fixture supply lines to the features to be low pressure poly pipe approved for 100 psi.
- (f) Supply line piping is to gravity drain to allow for easy winterization
- (g) Drain lines are to be sized to permit draining of basin to prevent standing water.
- (h) All drain line piping is to gravity drain.
- (i) Angles/bends in drain lines are to be 45° or less.
- (j) All PVC underground piping to be minimum of schedule 80.

E14.13 Drains:

- (a) 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 1.8m apart (Based on the closest edge of the drain cover).
- (b) Basin drains to be a minimum 100 mm diameter and schedule 80 piping or larger if manufacturers design requires.
- (c) Basin Drains to be flush mounted with concrete spray basin.
- (d) Basin Drains to be heavy duty non-corroding metal alloy or equally durable fiberglass 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.
- (e) Basin drains and covers are to be acceptable to Provincial Health
 - (i) Basin drain lines are to be to be a new connection to the infrastructure.

E14.14 Metering:

- (a) Service to work off of a new meter and backflow. Contractor to provide a standard City park meter pit contained with locking cover in conjunction with backflow and meter per SD-241. Cover shall be as per standard detail with the addition of a 10 mm thick rubber surface on top.

E14.15 Mechanical:

- (a) Mechanical to be accommodated in vault to be constructed as per the Proponent's design. Location as per Drawings.
- (b) 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.
- (c) Controls must be easily accessible.
- (d) A hose bib shall be included in the mechanical cabinet.
- (e) Mountings must be structurally designed.
- (f) 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.
- (g) Pits, if proposed, must be accessible, easy maintenance and operation and have vandal resistant lockable entry point.

E14.16 Electrical:

- (a) Connect into existing electrical service in SWCC Richmond Community Centre.
- (b) All equipment must be CSA approved.
- (c) Related to the mechanical system requirements.
- (d) All components within or adjacent to water play area to be grounded.
- (e) To meet all applicable requirements of authorities having jurisdiction.
- (f) All Electrical controls and equipment are to be in free-standing weather-proof enclosures.
- (g) Power Smart Program: The City has a Power Smart Agreement with Manitoba Hydro. Manitoba Hydro has the right to review the design, specifications, and drawings prior to construction. Contractor shall provide documentation normally required for the City to receive a Power Smart Grant from Manitoba Hydro.

E14.17 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.

E14.18 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.

E15. SPRAY FEATURES

E15.1 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 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; and
 - (xi) Components with hanging parts that a person could easily reach and hang from, break, or bend.

E15.2 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, be flush mounted.
- (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.
- (l) All hardware for drains shall be flush mount.

E15.3 Payment shall be as per item "Spray Features" on Form B: Prices.

E16. CONCRETE SPRAY AND OVERSPRAY BASIN

- E16.1** The Concrete spray basin and overspray area shall be as sized and laid out as per the Drawings.
- E16.2** Site shall be accessible throughout with no curbs blocking access.
- E16.3** All surfaces shall be straight to drain.
- E16.4** Contractor shall coordinate the layout of the fixtures on the spray basin and overspray area 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 manufacturer's minimum overspray the following additional over sprays shall apply:
 - (ii) Fixtures that spray water up to 1.0m in height shall have a manufacturer's designed overspray that extends no closer than 1.8m from the edge of the concrete.
 - (iii) Fixtures that spray water up to 2.0m in height shall have a manufacturer's designed overspray that extends no closer than 2.4m from the edge of the concrete.
 - (iv) Fixtures that spray water over 2.0m in height shall have a manufacturer's designed overspray that extends no closer than 3.0m 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.
 - (ii) To be heavy duty non-corroding metal alloy or equally durable fiberglass or plastic construction.
 - (iii) Drain covers shall be securely fastened, flush mounted.
 - (iv) Drain lines are to gravity drain to facilitate winterization.
 - (f) Rebar shall be epoxy coated and sized as per the Drawings
 - (g) Basin shall include the footprint of the overspray area and shall drain to the internal drains.
- E16.5 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 overspray area will meet the performance criteria noted in E16.4.
 - (c) Show that the proposed change is consistent with the project design intent as evidenced by the Drawings.
- E16.6 Concrete and testing shall be as per CW 3310 R14
- E16.7 Contractor shall prepare three (3) samples of concrete finishes 60 cm x 60 cm with a light, medium and rough finish and two (2) colour samples as indicated on the Drawings. Contract Administer and Community Services / PPD to approve finish and colour samples prior to any concrete being poured.
- E16.8 Payment shall be as per item "Concrete Spray and Overspray Basin" on Form B: Prices. Should the Contractor make adjustments as per item E16.5 there shall be no adjustment in the price.

E17. SODDING

General Description

- E17.1 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 top-dressing and seeding of seam, edges and areas of minor Site restoration.

Materials and Methods

- E17.2 Topsoil and sod are to be supplied and installed as per CW 3510-R8, CW 3540-R3, and SD-243.
- E17.3 Swales and berms to be installed as per SCD-664.
- E17.4 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.
- (a) Incidental Site restoration shall conform to the same Specifications.
- E17.5 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.
- E17.6 The compacted depth of topsoil shall be 100mm.

- E17.7 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

- E17.8 Measurement and Payment will be at the Contract unit price per square meter for item "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.

- E17.9 Payment shall be as per CW 3510-R8.

E18. GRANULAR PATHWAY

General Description

- E18.1 This specification shall cover the granular pathways and resurfacing of existing granular pathways as shown on the Drawing. The Contractor shall furnish all labour, materials, equipment and services necessary to install granular pathways as indicated on the Drawings.

Materials and Methods

- E18.2 This specification is supplemental to CW 3150 and SD-646. Materials and installation are to conform to these standard Specifications.

- E18.3 Measurement and Payment will be at the contract unit price per square meter for item "Granular Pathway" and "Resurfaced Granular Pathways" on Form B: Prices, respectively. Measurement shall be of the actual area covered by pathway. Price shall be payment in full for supplying materials and for performing all operations listed below:

- (a) Excavate in-situ material to accommodate the pathway structure including base and subbase. Disposal of excess material.
 - (i) For resurfaced granular paths, removal of existing surface limited to 75mm depth.
- (b) Supply and installation of Geotextile.
 - (i) For resurfaced granular paths, no geotextile required.
- (c) Supply and placement of Crushed limestone base course.
- (d) Supply and placement of Crushed limestone topping material.

E19. GROUTED RIP RAP

General Description

- E19.1 The Contractor shall furnish all labour, materials, equipment and services necessary to install grouted rip rap as indicated on the Drawings.

Materials and Methods

- E19.2 All material shall conform to CW 3615-R4. 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.

- E19.3 Contractor shall construct grades as indicated on the Drawings ensuring positive drainage away from building foundations

Measurement and Payment

- E19.4 Measurement and Payment will be at the contract unit price per lump sum for item 'Grouted Rip Rap' on Form B: Prices. Price shall be payment in full for supplying materials and for performing all operations listed below:
- (a) Grouted rip rap to City of Winnipeg Construction detail SCD-612A
- E19.5 Ensure conformance of final elevations.

E20. LIMESTONE BLOCK WALL

General Description

- E20.1 The Contractor shall furnish all labour, materials, equipment and services necessary to install limestone block wall as indicated on the Drawings.

Materials and Methods

- E20.2 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.
- E20.3 Natural limestone, locally sourced. Saw cut and flat-topped, free of sharp edges and cracks.
- (a) Size: approximately 550mm high x 800mm depth x 1200mm length.
 - (b) Colour: Buff
 - (c) Supplier: Gillis Quarries or approved local alternative.
 - (d) Contractor to supply photos of selected stone for review and approval by Contract Administrator prior to ordering.
- E20.4 Wall installation as indicated on the Drawings and shall be suitably designed for local soil and climatic conditions.
- E20.5 Ensure conformance of final elevations. Ensure stone joints do not exceed 15mm vertically and horizontally.
- E20.6 Stone shall be level and stable when tested.

Measurement and Payment

- E20.7 Measurement and Payment will be at the contract unit price per linear meter for item 'Limestone Block Wall' on Form B: Prices. Measurement shall be of the actual linear meter of limestone block wall. Price shall be payment in full for supplying materials and for performing all operations listed below:
- (a) Excavate in-situ material to accommodate the stone blocks including base and subbase. Disposal of excess material.
 - (b) Supply and installation of geotextile.
 - (c) Supply and placement of crushed limestone base course.
 - (d) Supply, placement, and limestone blocks.

E21. TREES, SHRUBS, AND GROUND COVERS

General Description

E21.1 This section shall cover the supply and installation of trees, shrubs, ground covers and other plants.

Materials and Methods

E21.2 Trees shall be of the size and type specified in the proposal but in no case shall they be less than 25mm diameter. Trees which fail to meet this specification will be rejected.

E21.3 The Contract Administrator reserves the right to inspect trees at their original source and the give direction as to root and branch pruning requirements.

E21.4 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 caliper is to be at a height of 15cm above the base of the tree as measured in the nursery. All other measurements are to be as per Canadian Guide for Nursery Stock.

E21.5 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 criterion 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.

E21.6 Plants from native stands, woodlots, orchards or abandon nurseries shall be deemed "collected". The use of collected plants will not be permitted.

E21.7 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.

E21.8 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.

E21.9 Shrub beds shall be prepared with a minimum depth of 450mm of Shrub Bed mix and 75 mm depth of mulch.

E21.10 Tree stakes shall be heavy duty T rail iron stakes 37mm x 37mm by 2.4m 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.

E21.11 Guying material shall be Arbortie Green or approved equivalent.

E21.12 Planting shall be consistent with details provided on the drawings.

E21.13 Protection of stock:

- (a) 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 all roots have been cleanly cut.
- (b) 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.

- (c) All trees and shrubs 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. Exempted is material or items damaged as a result of accidental causes or vandalism, which will not be subject to warranty.
- (d) Contract Administrator reserves the right to extend the Contractor's warranty obligations for an additional one (1) year period if, at the end of the initial warranty period leaf development and growth are not sufficient to ensure future survival.
- (e) Plants shall be planted in locations confirmed on Site by the Contract Administrator.
- (f) 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, guying material from the Site.

Method of Measurement and Basis of Payment

E21.14 Payment shall be as per Form B: Prices for item "Trees" and "Shrubs and Planting Bed", respectively.

- (a) Sixty (60) percent of the total value for each item shall be paid upon acceptance by the Contract Administrator or Total Performance, whichever is first.
- (b) Twenty (20) percent of the total value for each item shall be paid upon completion of the first year of warranty as determined by the Contract Administrator.
- (c) Twenty (20) percent of the total value for each item shall be paid upon completion of the second year of warranty as determined by the Contract Administrator.

E22. SITE FURNITURE

General Description

E22.1 This specification shall cover the supply and installation of Benches, Picnic Tables, Shade Structures, Waste Receptacles and Bike Racks, as identified on the Drawings. The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work as shown and specified herein.

Materials

E22.2 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.

E22.3 Shade Structures shall be Landscape Structures SkyWays Single Post Pyramid (model #237669) 3.68 x 3.68m shade structures and fabric as noted on the drawings or approved equal in accordance with B7.

E22.4 SkyWays posts are to be custom fabricated with post length 600mm longer than standard to allow for placement with 600mm of additional clearance from the picnic tables.

- (a) Post shall be powder-coated ProShield® Finish 'Lagoon'.
 - (b) Shade fabric shall be 'Yellow FR'.
 - (c) Shelter to be supplied with one extra set of fabrics.
- E22.5 Bike Racks shall be Maglin 500 (MBR-0500-00001) direct burial bike rack as noted on the drawings or approved equal in accordance with B7.
- (a) Bike Rack shall be powder coated 'Blue – RAL 5005'.
- E22.6 Park Benches shall be "Tache Bench – Composite with arms" as per SCD-121A for surface mount.
- (a) They shall be cedartone with metal coloured galvanized, as manufactured by the City of Winnipeg.
- E22.7 Waste Receptacle(s) is to City of Winnipeg Waste Receptacle side opening metal slat type with wire basket and galvanized finish as per SCD-119 (embedded mount), as manufactured by the City of Winnipeg.
- E22.8 Accessible Picnic Table shall be Tache style Metal Picnic Table as per SCD-122A for surface mount.
- (a) They shall be cedartone with metal coloured galvanized, as manufactured by the City of Winnipeg.
- E22.9 Standard Picnic Table shall be Tache style Metal Picnic Table as per SCD-122, both surface mount and on skids as noted on the Drawings.
- (a) They shall be cedartone with metal coloured galvanized, as manufactured by the City of Winnipeg.
- E22.10 Contact for City manufactured site furniture:
- (a) Email:
 - pwd-cps-orderdesk@winnipeg.ca
 - Matt Hamm, Foreman
 - 204-391-2860

Construction Methods

- E22.11 Contractor shall obtain Picnic Tables, Waste Receptacle(s), and Tache benches from the City and deliver to the jobsite.
- E22.12 All items are to be supply and install by Contractor.
- E22.13 All fixtures and furnishings are to be installed as per manufacturer's instructions.
- (a) Install waste receptacle as per SCD-119A.
 - (b) Install Tache Benches as per SCD-121E.
 - (c) Install picnic table as per SCD-122 and SCD-122A.
 - (d) SkyWays shade structure are to be installed per the manufacturer's specification so as to achieve a 10' 0" clearance between the finished ground and the bottom of the fabric.
 - (e) Maglin Bike Racks are to be installed per the manufacturer's specification.
- E22.14 All concrete used in installation is to meet CW 2160.
- E22.15 All furnishings and fixtures to be installed plumb and true to correct elevations and location, as directed the Contract Administrator. The Contractor shall confirm proposed locations of all site furnishings with Contract Administrator prior to installation.

- E22.16 All furnishings and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering, which will injure or distort fixture, is prohibited.
- E22.17 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 sodded area.

Method of Measurement and Basis of Payment

- E22.18 Measurement and payment shall be for delivery and installation of each as per each items listing site furniture on Form B: Prices. Said price shall include all Work necessary to deliver and install each item as well as the cost of providing anchoring methods for each item.

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 (2) years from the date of installation or from the date of total performance whichever is later. It is expected that the plants shall be actively maintained from May 1 to October 31st of each year.
- E23.4 The replacement of any deciduous or coniferous plant material shall initiate the start of an additional two (2) year maintenance on the replaced plant.
- E23.5 Active maintenance is to include;
- (a) Watering
 - (b) Weed 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 caliper). 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 manufacturer's 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 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 "Sod c/w Topsoil" on Form B: Prices and paid for as per CW 3510.
- E23.14 Maintenance of the installed plants shall be included in the amount specified for "Trees" and "Shrub and Planting Beds" on Form B: Prices, respectively, prorated to cover that portion of the maintenance actually completed and paid for at the end of each growing season.

E24. COMMISSIONING

- E24.1 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.
- E24.2 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.
- E24.3 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.

E24.4 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.

E24.5 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 an 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.

E24.6 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".

E24.7 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 "Winterization and Spring Start-up" 2026-27 and 2027-28. 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.

E25. SITE RESTORATION

E25.1 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