



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 19-2010**

**DESIGN AND CONSTRUCTION OF SPRAY PAD/ WADING POOL ENHANCEMENTS  
AT THREE LOCATIONS**

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**FORM A: PROPOSAL**  
(See B9)

1. Contract Title DESIGN AND CONSTRUCTION OF SPRAY PAD/ WADING POOL  
ENHANCEMENTS AT THREE LOCATIONS

2. Bidder

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Street

\_\_\_\_\_  
City Province Postal Code

\_\_\_\_\_  
Facsimile Number

(Mailing address if different)

\_\_\_\_\_  
Street or P.O. Box

\_\_\_\_\_  
City Province Postal Code

The Bidder is:

(Choose one)

a sole proprietor

a partnership

a corporation

carrying on business under the above name.

3. Contact Person The Bidder hereby authorizes the following contact person to represent  
the Bidder for purposes of the Proposal.

\_\_\_\_\_  
Contact Person Title

\_\_\_\_\_  
Telephone Number Facsimile Number

4. Definitions All capitalized terms used in the Contract shall have the meanings  
ascribed to them in the General Conditions and D2.1.

5. Offer The Bidder hereby offers to perform the Work in accordance with the  
Contract for the Price(s), in Canadian funds, set out on Form B: Prices,  
appended hereto.

6. Bid Security In accordance with B12.1, the Bidder encloses bid security in the form of:

(Choose one)

- a bid bond (Form G1: Bid Bond and Agreement to Bond)
- an irrevocable standby letter of credit (Form G2: Irrevocable Standby Letter of Credit and Undertaking)
- a certified cheque or draft

and agrees that it shall be held by the City in accordance with the Contract.

7. Execution of Contract The Bidder agrees to execute and return the Contract no later than seven (7) Calendar Days after receipt of the Contract, in the manner specified in C4.

8. Commencement of the Work The Bidder agrees that no Work shall commence until he is in receipt of a notice of award from the Award Authority authorizing the commencement of the Work.

9. Contract The Bidder agrees that the Request for Proposal in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Proposal.

10. Addenda The Bidder certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract:

No.	_____	Dated	_____
	_____		_____
	_____		_____

11. Time This offer shall be open for acceptance, binding and irrevocable for a period of sixty (60) Calendar Days following the Submission Deadline.

12. Signatures

The Bidder or the Bidder's authorized official or officials have signed this

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

Signature of Bidder or  
Bidder's Authorized Official or Officials

\_\_\_\_\_

(Print here name and official capacity of individual whose signature  
appears above)

\_\_\_\_\_

(Print here name and official capacity of individual whose signature  
appears above)

**FORM B: PRICES**  
(See B10)

**DESIGN AND CONSTRUCTION OF SPRAY PAD/ WADING POOL ENHANCEMENTS AT THREE LOCATIONS**

**UNIT PRICES**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
<b>Site 1 – Shaughnessy Park Spray Pad BUDGET - \$ 250,000.00</b>						
1.	Site Preparation	E14	LS	1		
2.	Tree Protection	E13	LS	1		
3.	Connections	E26	LS	1		
4.	Spray Features	E24	LS	1		
5.	Mechanical / Electrical / Plumbing	E26	LS	1		
6.	Concrete Spray basin	E25	LS	1		
7.	Site Furniture	E21	LS	1		
8.	Topsoil, Sod and Shrub Bed Preparation	CW3510	LS	1		
9.	Trees, Shrubs and Groundcovers	E15	LS	1		
10.	Landscape Maintenance	E16	LS	1		
11.	Site Paving	E23	LS	1		
12.	Commissioning	E28	LS	1		
13.	Consultant Services	E18	LS	1		
SUBTOTAL Site 1 ( <i>BUDGET - \$ 250,000.00</i> )						
<b>Site 2 – St. Norbert Spray Pad Enhancement – BUDGET - \$ 205,000.00</b>						
14.	Site Preparation	E14	LS	1		
15.	Tree Protection	E13	LS	1		
16.	Connections	E26	LS	1		
17.	Spray Features	E24	LS	1		
18.	Mechanical / Electrical / Plumbing	E26	LS	1		
19.	Concrete Spray basin	E25	LS	1		
20.	Site Furniture	E21	LS	1		
21.	Topsoil, Sod and Shrub Bed Preparation	CW3510	LS	1		
22.	Trees, Shrubs and Groundcovers	E15	LS	1		
23.	Landscape Maintenance	E16	LS	1		
24.	Site Paving	E23	LS	1		

**FORM B: PRICES**  
(See B10)

**DESIGN AND CONSTRUCTION OF SPRAY PAD/ WADING POOL ENHANCEMENTS AT THREE LOCATIONS**

**UNIT PRICES**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT	
25.	Commissioning	E28	LS	1			
26.	Consultant Services	E18	LS	1			
<b>SUBTOTAL Site 2 (BUDGET - \$ 205,000.00)</b>							
<b>Site 3- Pacific Dee Wading Pool Enhancement BUDGET - \$180,000.00</b>							
27.	Site Preparation	E14	LS	1			
28.	Tree Protection	E13	LS	1			
29.	Connections	E26	LS	1			
30.	Spray Features (inc extension of concrete basin if req.)	E24	LS	1			
31.	Mechanical / Electrical / Plumbing	E26	LS	1			
32.	Site Furniture	E21	LS	1			
33.	Fence	E20	LS	1			
34.	Topsoil, Sod and Shrub Bed Preparation	CW3510	LS	1			
35.	Trees, Shrubs and Groundcovers	E15	LS	1			
36.	Landscape Maintenance	E16	LS	1			
37.	Site Paving	E23	LS	1			
38.	Commissioning	E28	LS	1			
39.	Consultant Services	E18	LS	1			
<b>SUBTOTAL Site 3 (BUDGET - \$180,000.00)</b>							
TOTAL BID PRICE (GST extra) (in figures)				\$	_____		
(in words)				_____			
_____				_____			
_____				_____			
				Name of Bidder			
				_____			



**FORM G1: BID BOND AND AGREEMENT TO BOND**

(Page 1 of 2)  
(See B12)

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS THAT

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

\_\_\_\_\_ (hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee") in the sum of ten percent (10%) of the Total Bid Price set out in the Bid hereinafter described, for the payment of which sum the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a Bid to the Obligee for

BID OPPORTUNITY NO. 19-2010

**DESIGN AND CONSTRUCTION OF SPRAY PAD/ WADING POOL ENHANCEMENTS  
AT THREE LOCATIONS**

as more fully set out in the Bid Opportunity.

NOW THEREFORE the condition of this obligation is such that if the Bid of the Principal is not accepted, or if said Bid is accepted and the Principal, in accordance with the terms of the Bid, enters into a Contract with the said Obligee and furnishes the required performance security for guaranteeing the faithful performance of the Contract, this obligation shall be void, but otherwise shall remain in full force and effect.

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

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

SIGNED AND SEALED  
in the presence of:

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

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

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

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

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

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

**FORM G1: BID BOND AND AGREEMENT TO BOND**

(Page 2 of 2)  
(See B12)

**AGREEMENT TO BOND**

(to be attached to and to form part of Bid Bond)

The Surety on the attached Bid Bond hereby undertakes and agrees with **THE CITY OF WINNIPEG** to become bound as Surety for the Principal,

\_\_\_\_\_ of  
(Name of Bidder)

\_\_\_\_\_  
(Place)

the Bidder to you on \_\_\_\_\_, 20\_\_\_\_ for

BID OPPORTUNITY NO. 19-2010

**DESIGN AND CONSTRUCTION OF SPRAY PAD/ WADING POOL ENHANCEMENTS  
AT THREE LOCATIONS**

in an amount equal to fifty percent (50%) of the Contract Price for the due and proper performance of the Work shown and described in the Bid Opportunity, if our Principal's Bid is accepted by you, such Performance Bond to be maintained and continue in full force and effect until the expiration of the warranty period. The Performance Bond shall be in the form specified in the Bid Opportunity.

It is a condition that this Agreement to Bond shall become null and void if the Performance Bond mentioned above is not required from our Principal within sixty (60) Calendar Days following the Submission Deadline.

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

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ .

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

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

**FORM G2: IRREVOCABLE STANDBY LETTER OF CREDIT AND UNDERTAKING  
(BID SECURITY) (Page 1 of 2)  
(See B12)**

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

The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

RE: BID SECURITY - BID OPPORTUNITY NO. 19-2010

**DESIGN AND CONSTRUCTION OF SPRAY PAD/ WADING POOL  
ENHANCEMENTS AT THREE LOCATIONS**

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

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Address of Bidder)

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

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

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

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

Partial drawings are permitted.

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

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

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

**FORM G2: IRREVOCABLE STANDBY LETTER OF CREDIT AND UNDERTAKING  
(BID SECURITY) (Page 2 of 2)  
(See B12)**

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

This Standby Letter of Credit will expire on January 24<sup>th</sup> 2011.

if our customer's Bid is not accepted, and if accepted, when our customer has entered into a Contract with you and has furnished the required performance security for guaranteeing the faithful performance of the Contract.

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

WE HEREBY UNDERTAKE and agree to provide in your favour an irrevocable Standby Letter of Credit in an amount equal to fifty percent (50%) of the Contract Price for the due and proper performance of the Work shown and described in the Bid Opportunity, if our customer's Bid is accepted by you. Such Standby Letter of Credit shall be maintained and continue in full force and effect until the expiration of the warranty period. The Standby Letter of Credit shall be in the form specified in the Bid Opportunity.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

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

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

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

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 DESIGN AND CONSTRUCTION OF SPRAY PAD/ WADING POOL ENHANCEMENTS AT THREE LOCATIONS

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 8, 2010.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

- B3.1 Further to C3.1, the Bidder may view the Site without making an appointment.
- B3.2 The bidder may request a viewing of the site mechanical rooms at Shaughnessy Park and Pacific Dee Pool by making arrangements with the Contract Administrator at least ten days prior to the Submission Deadline.
- B3.3 The Bidder 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) the location, size and condition of existing trees;
  - (f) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
  - (g) all other matters which could in any way affect his Proposal or the performance of the Work.

### **B4. ENQUIRIES**

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the proposal, or is unsure of the meaning or intent of any provision therein, the Bidder 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 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- B4.4 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 Bidders by issuing an addendum.

B4.5 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 Bidder who made the enquiry.

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

## **B5. CONFIDENTIALITY**

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

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals 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.

B6.2.1 Addenda will be issued to Proponents by facsimile and/or email.

B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **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 Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in

substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B7.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his 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 B21.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B7.10 Notwithstanding B7.2 to B7.9 and in accordance with B8.5, deviations to terms and conditions inconsistent with the Proposal document shall be evaluated in accordance with B21.1(a).

## **B8. PROPOSAL SUBMISSION**

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Prices;
  - (c) Bid Security
    - (i) Form G1: Bid Bond and Agreement to Bond, or  
Form G2: Irrevocable Standby Letter of Credit and Undertaking, or  
a certified cheque or draft;
  - (d) Conceptual Design for each Site;
  - (e) Project Work Plan for each Site;
  - (f) Systems Integration, and Economic Analysis for each Site.
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B8.3.1 Bidders should submit one (1) unbound original (marked “original”) and Six (6) copies.
- B8.4 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B21.1(a).

- B8.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B8.6.1 Samples or other components of the Proposal which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B8.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.8 Proposals shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

## **B9. PROPOSAL**

- B9.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his 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: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B9.4 Paragraph 12 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
  - (d) if the Bidder is carrying on business under a name other than his 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: Proposal should be printed below such signatures.
- B9.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.



## **B10. PRICES**

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B11. QUALIFICATION**

- B11.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder 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.
- B11.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>.
- B11.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- B11.4 The Bidder shall submit, within five (5) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B11.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.
- B11.6 Further to B11.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or

- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>)

B11.7 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B11.8 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

## **B12. BID SECURITY**

B12.1 The Bidder shall provide bid security in the form of:

- (a) a bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
- (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, and undertaking issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form included in the Bid Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or
- (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.

B12.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.

B12.1.2 All signatures on bid securities shall be original.

B12.1.3 The Bidder shall sign the Bid Bond.

B12.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.

B12.2 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

B12.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B12.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.

B12.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.

B12.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Bid Opportunity.

## **B13. CONCEPTUAL DESIGN**

B13.1 The Bidder's team is requested to develop the concept design and costing for the project based on the information in the RFP, drawings and other information provided.

B13.2 Drawings shall include, at a minimum, and for each site:

- (a) Site context drawings including location and configuration of the spray pad, indication of site services, and any modifications, relocations, and connections that will be considered beneficial.
- (b) Perspective sketches, sections, details and other submissions sufficient to illustrate the nature and overall quality of the design and addressing the following:
  - (i) The overall quality of the design including integration with the surrounding park and amenities;
  - (ii) Concept and functionality of the design and its aesthetic appeal;
  - (iii) Quality, durability and warranty of materials;
  - (iv) Universal design/ Inclusive design;
  - (v) How the design will work within the constraints
  - (vi) Overall play experiences.
- (c) Spray pad/water play component description and or graphic or catalogue reference.
- (d) Mechanical and Electrical system schematics developed in sufficient detail to describe the intended operation.
- (e) Complimentary landscape development including the location of site furnishings, trees, fences and lighting (if lighting is deemed a part of the proposal).

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

#### **B15. SYSTEMS INTEGRATION AND ECONOMIC ANALYSIS**

- B15.1 A brief description of how the spray pad components will operate.
- B15.2 The anticipated daily water consumption information – based upon a 6 hr. daily operation.
- B15.3 The maintenance schedule for and anticipated maintenance costs associated with the spray pad features being proposed.

## **B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B16.1 Proposals will not be opened publicly.
- B16.2 After the award of Contract, the name of the successful Proponent will be provided to Proponents who have submitted a Proposal.
- B16.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.
- B16.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his submission upon written request to the Contract Administrator.

## **B17. IRREVOCABLE OFFER**

- B17.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Proposal.
- B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Proposal.

## **B18. WITHDRAWAL OF OFFERS**

- B18.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
  - B18.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
  - B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
  - B18.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
    - (a) retain the Proposal until after the Submission Deadline has elapsed;
    - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 12 of Form A: Proposal; and
    - (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.
- B18.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B19. INTERVIEWS**

- B19.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

## **B20. NEGOTIATIONS**

- B20.1 The City reserves the right to negotiate details of the Contract with Bidders.
- B20.2 Negotiations, if any, are intended to address administrative and technical details of the Contract. The Bidder is advised to present his best offer, not a starting position for negotiations, in his Proposal; the City will not necessarily pursue negotiations with any Bidder.
- B20.3 If, in the course of negotiations pursuant to B20.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider any amended Proposal as an alternative to the Proposal as originally submitted without releasing the Bidder from the Proposal as originally submitted.

## **B21. EVALUATION OF PROPOSALS**

- B21.1 Award of the Contract shall be based on the following evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail);
  - (b) Qualification of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail)
  - (c) Total Bid Price (30%)
  - (d) Conceptual Design (35 %)
  - (e) Project Work Plan (15%)
  - (f) Systems Integration and Economic Analysis (20%)
- B21.2 Further to B21.1(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.
- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.
- B21.4 Further to B21.1(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.
- B21.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B21.4.2 Further to B21.1(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.
- B21.4.3 The total bid price shall be evaluated with a weighting of 30 points out of a possible 100 points. As such, the lowest bidder shall receive the full 30 points, and the second lowest bidder and subsequent bidders shall be pro-rated accordingly. A bidder who exceeds the budget shown on Form B: Prices will receive zero points.
- B21.5 Further to B21.1(d) Conceptual Design will be evaluated in accordance with B13.
- (i) Quality and nature & diversity of the play events. Implementation of a consistent theme if a theme is deemed a part of the proposal (10)
  - (ii) Layout of the play events in relation to each other (5)
  - (iii) Integration of site amenities within the facility (5)
  - (iv) Use of universal design principles (5)

- (v) Relationship of the spray pad with the site context including the existing trees (5)
  - (vi) Quality, durability and warranty of materials (5)
- B21.6 Further to B21.1(e) Project Work Plan will be evaluated in accordance with B14.
- (i) Consideration of functional and technical issues (5)
  - (ii) Clarity and appropriateness of Project delivery schedule (5)
  - (iii) Consideration of project delivery methodology (5)
- B21.7 Further to B21.1(f) Systems Integration and Economic Analysis will be evaluated in accordance with B15.
- (i) Review of operational considerations (10)
  - (ii) Maintenance schedule and costs. (10)
- B21.8 This Contract will be awarded as a whole.
- B21.9 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

## **B22. COMPENSATION TO BIDDERS**

- B22.1 The top three (3) Bidders, with the exception of the successful Design Build Team, will receive an honorarium in the amount of Three Thousand Dollars, Canadian Funds (\$3,000.00) including the GST. The honorarium will be paid in recognition that the Teams have undertaken a portion of the professional services that would normally be done during the Schematic Design Phase. No other compensation or reimbursement of the Proponent's costs will be made for any activity associated with this Phase of the Selection Process. It is incumbent on each Proponent to allocate the fee among its Design Build Team members.
- B22.2 Honoraria will be paid to the unsuccessful Teams following the Evaluation Process and award of a Contract to a successful Proponent, and upon submittal of an approved invoice in a form acceptable to the City. The successful Team may invoice the City in the amount of \$3,000.00 as a portion of their Schematic Design Phase fee immediately upon award of Contract.

## **B23. AWARD OF CONTRACT**

- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B23.2.1 Without limiting the generality of B23.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B23.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.

- B23.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.
- B23.4 Notwithstanding C4 and Paragraph 7 of Form A: Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B23.5 The Contract Documents, as defined in C1.1(n), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm) .
- C0.2 A reference in the 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 :
- (a) Shaughnessy Park Spray Pad
    - (i) Design and Permitting of a Spray Pad.
    - (ii) Construction of said Spray Pad complete with associated site works and site furnishings.
    - (iii) Commissioning of Spray Pad .
  - (b) St. Norbert Spray Pad Enhancement
    - (i) Design and Permitting the expansion of an existing Spray Pad.
    - (ii) Construction of the expansion complete with associated site works and site furnishings.
    - (iii) Commissioning of the Spray Pad
  - (c) Pacific Dee Wading Pool Enhancement
    - (i) Design and permitting of the enhancement of the existing wading pool including the provision of additional spray features associated with the wading pool.
    - (ii) Enhancement of the area to the west of the existing wading pool including resurfacing and associated landscaping, site furnishings etc.
    - (iii) Provision of additional water play opportunities as budget permits.
    - (iv) Construction of the expansion complete with associated site works and site furnishings.
    - (v) Commissioning of the expanded water play facility.

#### D3. DEFINITIONS

- D3.1 When used in this Request for Proposal:
- (a) **“Proposal”** means the offer contained in the Proposal Submission;
  - (b) **“Proposal Submission”** means that portion of the Request for Proposal which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive Proposal;
  - (c) **“Request for Proposal”** means the Proposal Submission, the Bidding Procedures, these General Conditions, the Supplemental Conditions, the Specifications, the Drawings and all addenda;
  - (d) **“Spray Pad”** means a small outdoor aquatic facility that stimulates interactive and creative play. Components of spray pads may include combinations of spray columns, water cannons, ground sprays, spray faces, spirals, loop-throughs, and themed structures such as flowers, trees, animals, nautical, etc. The Spray Pad structure can be any shape and size, depending upon budget. With zero water depth and a flat surface, a Spray Pad conforms with Universal Access guidelines and eliminates the risk of drowning. A Spray Pad typically ranges between 1,000 and 3,000 sq. ft. in area and, although usable by all ages, tends to service the 0-10 age group.
  - (e) **“Wading Pool”** means a shallow pool which has a maximum depth of 45 - 60 cm (18 - 24 inches). They are designed for children 12 years and under that meet Admission

Requirements. Children under 5 years of age must have a parent, guardian or caregiver 12 years of age or older actively supervising them at the pool.

- (f) “**Spray Pad / Wading Pool**” means a construction containing both the play features of a spray pad while having areas which retain shallow water consistent with the depths for a Wading Pool.
- (g) “**Design Team**” shall refer to the contractors consultants responsible for the design on the project. This shall include Engineers, Architects, and Landscape Architects.

#### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is Dean Spearman Landscape Architect, represented by:

Dean Spearman  
83 Lafayette Bay  
Winnipeg, Manitoba  
R3T 3J9

Telephone & Fax No. (204) 261-4137

#### **D5. CONTRACTOR'S SUPERVISOR**

D5.1 Further to C6, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.

D5.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2.1 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.

#### **D6. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

D6.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

D6.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.

D6.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

#### **D7. NOTICES**

D7.1 Notwithstanding C23.2.2, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg  
Chief Financial Officer

Facsimile No.: (204) 949-1174

## **D8. FURNISHING OF DOCUMENTS**

- D8.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Bid Opportunity. If the Contractor requires additional sets of the Bid Opportunity, they will be supplied to him at cost.

## **SUBMISSIONS**

### **D9. AUTHORITY TO CARRY ON BUSINESS**

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

### **D10. SAFE WORK PLAN**

- D10.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgmt/safety/default.stm> .

### **D11. INSURANCE**

- D11.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg and Dean Spearman Landscape Architect added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
  - (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;
- D11.2 Deductibles shall be borne by the Contractor.
- D11.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D11.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

### **D12. PERFORMANCE SECURITY**

- D12.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or

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

D12.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D12.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award and prior to the commencement of any Work on the Site.

### **D13. DETAILED PRICES**

D13.1 The Contractor shall provide the Contract Administrator with a detailed price breakdown at least two (2) Business Days prior to the commencement of any Work on the Site.

D13.2 The Contract Administrator will provide the Contractor with a form showing the format and the required breakdown of Work following the completion of the design phase.

D13.3 The Contractor shall state a price for each item or sub-item of the Work identified. The detailed prices must be consistent with the price(s) provided in the Contractor's Bid.

### **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.

### **D15. DETAILED WORK SCHEDULE**

D15.1 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.

D15.2 The detailed work schedule shall consist of the following:

- (a) a critical path method (C.P.M.) schedule for the Work;
- (b) a Gantt chart for the Work based on the C.P.M. schedule; and
- (c) a daily manpower schedule for the Work

all acceptable to the Contract Administrator.

D15.3 Further to D15.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the activities/tasks making up the Work as well as showing those activities/tasks on the critical path.

D15.4 The list of activities shall be determined by the Contract Administrator in consultation with City personnel at the completion of the Design phase.

D15.5 The detailed work schedule shall be submitted in pdf format and in Microsoft Project (MPX or XML) or other format acceptable to the Contract Administrator.

D15.6 Further to D15.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

- D15.7 Further to D15.2(c), the daily manpower schedule shall list the daily number of individuals on the Site for each trade.

## **SCHEDULE OF WORK**

### **D16. COMMENCEMENT**

- D16.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D16.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D9;
    - (ii) evidence of the workers compensation coverage specified in C6.15;
    - (iii) the Safe Work Plan specified in D10;
    - (iv) evidence of the insurance specified in D11;
    - (v) the performance security specified in D12;
    - (vi) the detailed prices specified in D13;
    - (vii) the Subcontractor list specified in D14;
    - (viii) the detailed work schedule specified in D15; and
  - (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.

### **D17. CRITICAL STAGES**

- D17.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Design Complete April 30, 2011
  - (b) Permitting in place June 30, 2011
  - (c) Construction Start September 6, 2011

### **D18. SUBSTANTIAL PERFORMANCE**

- D18.1 The Contractor shall achieve Substantial Performance by October 31, 2011.
- D18.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D18.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

### **D19. TOTAL PERFORMANCE**

- D19.1 The Contractor shall achieve Total Performance by May 30, 2012.
- (a) No extra working days will be available for inclement weather, such as rain or snow days. Inclement weather is to be taken account within the Contractor's Work Plan.
- D19.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the

Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

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

## **D20. LIQUIDATED DAMAGES**

- D20.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City Five Hundred dollars (\$500) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- D20.2 The amount specified for liquidated damages in D20.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D20.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **D21. SCHEDULED MAINTENANCE**

- D21.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Maintenance of Sod as specified in CW3510-R8;
  - (b) Maintenance of Plant Material as specified in E16;
  - (c) First Winterization of Facility as specified in E28.1 is to be completed prior to September 30, 2012.
    - (i) Should the progress of construction result in the piping being used in 2011 the contractor shall winterize the facility in the fall of 2011. This is in addition to the winterization to be preformed prior to September 30, 2012.
- D21.2 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**

### **D22. JOB MEETINGS**

- D22.1 Regular weekly job meetings will be held at the Site(s). 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.
- D22.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

**D23. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D23.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

**D24. SAFETY**

- D24.1 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.
- D24.2 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.
- D24.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
  - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
  - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
  - (d) adequate sanitation measures are taken and facilities provided with respect to the Work.
  - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
  - (f) fire hazards in or about the Work are eliminated;

**D25. SITE CLEANING**

- D25.1 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.
- D25.1.1 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.
- D25.1.2 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.

**D26. INSPECTION**

- D26.1 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.
- D26.2 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.

## **D27. DEFICIENCIES**

- D27.1 Further to C11, the Contract Administrator may order the Contractor to alter or improve his methods, to increase or improve his Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
  - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.
- D27.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C18.7, 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.
- D27.3 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.
- D27.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D27.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

## **MEASUREMENT AND PAYMENT**

### **D28. INVOICES**

- D28.1 Further to C12, the Contractor shall submit an invoice for each order delivered to:
- The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9
- Facsimile No.: (204) 949-0864  
Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)
- D28.2 The Contractor shall submit a copy of each invoice to the Contract Administrator.
- D28.3 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
  - (b) date of delivery;
  - (c) delivery address;
  - (d) type and quantity of goods delivered;
  - (e) the amount payable with GST and MRST shown as separate amounts; and
  - (f) the Contractor's GST registration number.
- D28.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D28.5 Bids Submissions must be submitted to the address in B8.8



**D29. PAYMENT**

- D29.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**WARRANTY**

**D30. WARRANTY**

- D30.1 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.

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

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

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

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

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

RFP NO. 19-2010

DESIGN AND CONSTRUCTION OF SPRAY PAD/ WADING POOL ENHANCEMENTS AT THREE LOCATIONS

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

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

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

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

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

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

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

SIGNED AND SEALED  
in the presence of:

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

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

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

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

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

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)  
(See D12)**

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

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

RE: PERFORMANCE SECURITY – RFP NO. 19-2010

DESIGN AND CONSTRUCTION OF SPRAY PAD/ WADING POOL ENHANCEMENTS AT  
THREE LOCATIONS

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

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

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

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

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

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

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

Partial drawings are permitted.

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

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

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

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

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

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

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

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

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

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

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

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



## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at: <http://www.winnipeg.ca/matmgt/Spec/Default.stm>.
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
SP-1	Shaughnessy Park Spray Pad - Site Location Plan
SP-2	Shaughnessy Park Spray Pad - Site Limits Plan
SP-3	Shaughnessy Park Spray Pad - Existing Grades
SP-4	Shaughnessy Park Spray Pad - Existing Tree Plan
SN-1	St. Norbert Spray Pad Enhancement - Site Location Plan
SN-2	St. Norbert Spray Pad Enhancement - Site Limits Plan
SN-3	St. Norbert Spray Pad Enhancement - Existing Grades
SN-4	St. Norbert Spray Pad Enhancement - Existing Tree Plan
PD-1	Pacific Dee Wading Pool Enhancement - Site Location Plan
PD-2	Pacific Dee Wading Pool Enhancement - Site Limits Plan
PD-3	Pacific Dee Wading Pool Enhancement - Existing Grades
PD-4	Pacific Dee Wading Pool Enhancement - Existing Tree Plan
SCD-152B-R0	Chain Link Fencing with P.T. Posts

- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.

#### E2. COMPLETE PROJECT

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

#### E3. SOILS INVESTIGATION REPORT

- E3.1 Further to C3.1, no soil inspection has been done. Contractor to supply soils investigation report and/ or geotechnical as conditions warrant.

#### E4. HAZARDOUS MATERIALS

- E4.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.

## **E5. EXISTING SERVICES AND UTILITIES**

- E5.1 No responsibility will be assumed by the City or the Contract Administrator 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 and the Contract Administrator shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.
- E5.2 Some Drawings of existing services have been obtained by the Contract Administrator and will be made available upon request.

## **E6. ACCESS TO SITE**

- E6.1 Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at his own expense and approved by the Contract Administrator.
- E6.2 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and he shall be responsible for all damage resulting from his Work on private or public property.

## **E7. SITE CONDITION**

- E7.1 The Contractor shall examine the Site and make themselves familiar with existing conditions (both above and below grade) and the nature of the Work to be done.

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

- E8.1 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing trees, shrubs, sod, pavements, streets, roads, boulevards, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the Site of the Work. For all damage incurred in the performance of the Work (either directly or indirectly), the Contractor shall either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to the Contract Administrator, and the cost of which shall be borne entirely by the Contractor. The Contractor shall also indemnify and save harmless the City and the Contract Administrator from all claims made directly or indirectly against it in respect to any such damage.

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

- E9.1 Further to C6.12, the Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of same before proceeding with the Work, and pay any cost attached to the inspection of such plans.
- E9.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.
- E9.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.
- E9.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.
- E9.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.
- E9.6 The Contractor and Sub-contractors must be fully aware of all Work involving hazardous materials. All Work must be performed in compliance with the Manitoba Department of Labour Workplace Health and Safety Guidelines and all other applicable codes. The Contractor is



responsible for the immediate notification to the Contract Administrator of his/her encountering of suspected hazardous material during their course of Work.

#### **E10. STAKES AND MARKS**

- E10.1 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.
- E10.2 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.
- E10.3 Before commencing Work, the Contractor shall satisfy himself 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.
- E10.4 The Contractor shall determine and provide all dimensions and elevations measured from the stakes or marks.
- E10.5 The Contract Administrator shall be advised of the staking of the play area layout at least twenty-four (24) hours in advance in order that the layout may be inspected and adjusted as required prior to construction. The cost of correcting any errors arising out of neglect of the Contractor to so notify the Contract Administrator shall be borne entirely by the Contractor,

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

- E11.1 Further to CW 1130-R1, the Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress is maintained to private properties while he is Working near them. Any damage caused by the negligence of the Contractor or his SubContractors to the adjacent Works or properties, shall be promptly repaired by him at his own expense, to the satisfaction of the Contract Administrator.
- E11.2 The Contractor shall, during the construction of this project, maintain safe access to the adjacent playground at all times.
- E11.3 The Contractor shall isolate the work Site with temporary fencing. These shall be erected and maintained as required for the duration of the construction period.
  - (a) Orange safety fencing will not be accepted as sufficient to isolate the site.
- E11.4 Ambulance/ Emergency vehicle access must be maintained at all times.
- E11.5 Site enclosures shall be considered incidental to the Contract Work.

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

- E12.1 Notwithstanding clause 4 "Protection of Survey Bars" of the Standard Provisions; Current legislation, The Surveys Act, places the onus on those undertaking construction to protect the Survey Infrastructure from damage as a result of their activity.
- E12.2 Further to C:6.26 (g), at least seventy-two (72) hours prior to the commencement of the On-Site Work the Contractor shall contact the City of Winnipeg, Geomatics Services Branch at 986-4826 (8:00 am to 4:00 pm Monday to Friday excluding holidays) to obtain underground clearance. Geomatics Services will locate and mark all known outline survey monuments and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.

- E12.3 Where a survey post, bar or control monument lies in the line of the proposed Work and must be disturbed, the Contractor shall provide the Contract Administrator with forty-eight (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.
- E12.4 Survey monuments and geodetic control monuments at or adjacent to the Site, not in the line of the proposed construction that are damaged or disturbed by the Contractor shall be replaced or relocated by the City or its agent and all associated costs shall be paid for by the Contractor. An approximate estimate of the costs involved to restore a legal survey monument is \$1,000 per bar and \$3,000 per control monument. Contractors must ensure their landscaping and other subcontractors are aware of this clearance procedure and the potential restoration costs.
- E12.5 Where possible, amounts owed to the City in accordance with the above will be deducted from any payments to be made by the City to the Contractor.

### **E13. TREE PROTECTION**

- E13.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing park trees within the limits of the construction area.
- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment within 2 metres of trees.
  - (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2400 wood planks, or suitable protection as approved by the Contract Administrator.
  - (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
  - (d) Operation of equipment within the drip line of the trees shall be kept to a minimum required to perform the Work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the drip lines of trees. The drip line of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
- E13.2 Where tree protection fencing is called for the Contractor shall install orange safety fencing with a minimum height of 1.2m using t-rail metal stakes at a maximum spacing of 2 m o.c.. Safety fencing shall be securely fastened to the trail stake.
- E13.3 Contractor shall maintain tree protection fence until such time as construction is sufficiently well progressed as to ensure that vehicular traffic and movement of heavy materials is no longer necessary to complete the remaining works.
- E13.4 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his/her designate.
- E13.5 Tree protection shall be paid for at the rate identified for tree protection Form B:Prices.

### **E14. SITE PREPARATION**

- E14.1 This section shall cover the removal of sand, gravel, topsoil and sod 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.

- E14.2 The removal of any items shall not occur until after permission to proceed has been received by the Contract Administrator.
- E14.3 Excavated granular material is to be removed from the Site and disposed of in a legally acceptable manner. Should the quality of existing granular material be acceptable and the contamination of the material with clay or soil be minimal and following inspection and approval of the granular material by the Contract Administrator, the granular material may be used in the base layer of the new crusher fines paving.
- E14.4 Grassed areas specified for removal shall have the grass surface and growing medium (soil) removed to the elevation of subsurface layer (clay). The excavated material shall be removed from the Site and disposed of or recycled in an environmentally responsible and legal manner.
- E14.5 Payment shall be as per Form B: Prices for item Site Preparation and shall be deemed to include payment in full for all removal and demolition.

#### **E15. TREES, SHRUBS, AND GROUND COVERS**

- E15.1 This section shall cover the supply and installation of trees, shrubs, ground covers and other plants.
- E15.2 Trees shall be of the size and type specified. Trees which fail to meet this specification will be rejected.
- E15.3 The Contract Administrator reserves the right to inspect trees at their original source and the give direction as to root and branch pruning requirements.
- E15.4 Plant material shall be of quality and sizing consistent with all sections of "Canadian Guide for Nursery Stock" latest edition as published by the Canadian Nursery Trades Association. Plants are to be measured when in their natural position. Height and spread dimensions refer to the main body of the plant and not to the distance from branch tip to branch tip. Measurement of calliper is to be at a height of 15 cm above the base of the tree as measured in the nursery. All other measurements are to be as per Canadian Guide for Nursery Stock.
- E15.5 Trees shall be of number one grade having only sturdy stems that are reasonably straight for type, a well balanced crown and a single dominant leader. Trees shall be well branched, true to type, and structurally sound. Contract Administrator reserves the right to reject any trees that do not meet this criteria or show signs of disease, mechanical damage, insect or rodent damage, sunscald, frost cracks. All parts of the tree shall be moist and show live, green cambium beneath the surface of the bark.
- E15.6 Plants from native stands, woodlots, orchards or abandon nurseries shall be deemed 'collected'. The use of collected plants will not be permitted.
- E15.7 Nomenclature for plants specified shall conform to the International Code of Nomenclature for Cultivated Plants and shall be in accordance with the approved scientific names given in the latest edition of Standardized Plant Names. Names not found within the Standardized Plant Names shall be understood to be in accordance with locally accepted practice. Where there is doubt or ambiguity the Bidder/Contractor shall notify the Contract Administrator and request clarification. The clarification of the Contract Administrator shall be considered final.
- E15.8 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 peatmoss.
- E15.9 Shrub beds shall be prepared with a minimum depth of 30 cm of Shrub Bed mix and 10 cm depth of mulch.
- E15.10 Tree stakes shall be heavy duty T rail iron stakes 37 mm x 37mm by 2.4 m primed with one coat of black zinc rich plant paint to CGSB 1GP-181B. Section of stake above ground shall be painted with one coat of black enamel paint.

**E15.11 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 that 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.

**E15.12** All trees installed as a part of this Contract shall be guaranteed for a period of two years from the recognized completion date. Any plants found in poor condition or dead during this period shall be replaced with stock meeting the original specification and using methods/techniques consistent with the original specification, without cost to the owner. During the growing season this replacement shall occur within two weeks of the Contractor being notified of the condition of the plants. In the event that an acceptable replacement tree is not available at the time a replacement is called for the Contractor shall remove the dead plant from the Site within the two-week period and restore the planting hole. The replacement tree shall be installed at the time it becomes available. Excepted is material or items damaged as a result of accidental causes or vandalism, which will not be subject to warranty.

**E15.13** Contract Administrator reserves the right to extend the Contractor's warranty obligations for an additional one year period if, at the end of the initial warranty period leaf development and growth are not sufficient to ensure future survival.

**E15.14** Plants shall be planted in locations determined on Site by the Contract Administrator.

**E15.15** Replacement plant material installed under the terms of the warranty shall be maintained for a period of two years from the date that the replacement plant is installed. At the end of the maintenance period the Contractor is to remove any stakes, guy wires from the Site.

**E15.16** Payment shall be as per Form B: Prices for item "Trees, Shrubs, and Groundcovers".

**E16. LANDSCAPE MAINTENANCE**

**E16.1** 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.

**E16.2** Sod Maintenance shall be as per CW 3510.

**E16.3** The Contractor shall be responsible for maintaining the plant material from installation for a period of two years from the date of installation or from the date of total performance whichever ever is later. It is expected that the plants shall be actively maintained from May 1 to October 31<sup>st</sup> of each year.

**E16.4** The replacement of any deciduous or coniferous plant material shall initiate the start of an additional 2 year maintenance on the replaced plant.

**E16.5** Active maintenance is to include;

- (a) Watering
- (b) Weeding control (Planting locations only)
- (c) Pest and Disease control
- (d) Pruning
- (e) Tree Support and tie maintenance and adjustment
- (f) Winter protection

**E16.6** Water shall be applied as required to maintain optimum conditions. During dry weather the Contractor should expect to water on a weekly basis. Each tree is to be thoroughly watered

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

- E16.7 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.
- E16.8 Contractor is to control pests and diseases as required. Contractor shall inform the Contract Administrator prior to applying pesticides and use only those pesticides of low mammalian toxicity. Persons applying pesticides shall have a valid pesticide applicators license and strictly follow manufacturers instructions regarding the application of the chemicals and the safety precautions required to apply them.
- E16.9 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.
- E16.10 Tree support and stakes are to be inspected at each weeding/watering to ensure that they are properly adjusted.
- E16.11 At the end of each growing season Contractor is to ensure that tree is properly fitted with rodent protection as per the planting detail.
- E16.12 Maintenance operation are to be diarised. Each diary entry is to contain the following;
- (a) Maintenance Site Forman
  - (b) Date
  - (c) Weather conditions
  - (d) Actions performed
- E16.13 Maintenance of the sodded areas shall be deemed a part of Topsoil, Sod and Shrub Bed preparation and paid for as per CW 3510
- E16.14 Maintenance of the installed plants shall be paid in the amount specified for Landscape Maintenance on Form B: Prices prorated to cover that portion of the maintenance actually completed and paid for at the end of each growing season.

## **E17. SITE RESTORATION**

- E17.1 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.
- E17.2 Should the areas within the Site currently having a sand surface not be otherwise finished they shall be sodded to the satisfaction of the Contract Administrator as part of the Contractors site restoration

## **E18. PROJECT SEQUENCING**

- E18.1 The Contractor is advised that the City anticipates sequencing as follows:
- (a) Design
    - (i) The Contractor shall, upon award of the contract, meet with the Contract Administrator to clarify and confirm the conceptual design submitted in the Contractors proposal

- (ii) The Contractor shall provide a coloured rendering of the project within a month of award.
  - (iii) The Contractor shall develop the Design to a level sufficient for construction and permitting.
    - ◆ This shall include grading drawings, layout drawings, servicing drawings and construction details
  - (iv) Periodic review is required during the design process and will be negotiated at a pre-work meeting.
  - (v) Submissions during the Design Phase shall include:
    - (i) Drawings
    - (ii) Current Specification and costing confirmation.
  - (vi) The Contractor shall submit drawings for review at the 60% stage.
  - (vii) The Contractor shall submit drawings and specifications for review at the 90% and 99% stage.
  - (viii) The Contractor shall receive written approval from the Contract Administrator prior to proceeding to the next stage.
  - (ix) All applicable items will to be designed and constructed in accordance with City of Winnipeg Standard Construction Specifications. Where items are not covered by the City of Winnipeg Standard Construction Specifications Contractor is to submit specification to the City for review. Specifications will not be used for construction until accepted by the Contract Administrator.
  - (x) The Contractor will submit drawings and specifications to the appropriate authorities for Permitting purposes. Drawings shall be stamped as appropriate by the responsible design professional. Permitting is a responsibility of the Contractor.
- (b) Construction
- (i) Construction shall be staged to meet the dates specified in D17, D18.1 and D19.1.
  - (ii) The work is to be completed and the necessary permits in place to open the spray pad to the public by Total Performance.
  - (iii) Design professionals responsible for the design of the project shall conduct periodic reviews during the construction of the project.
  - (iv) Construction timelines will be reviewed weekly during construction phase
- (c) Commissioning
- (i) Operation and Maintenance manuals, as well as staff training, shall be complete prior to Substantial Performance.
  - (ii) Contractor to winterize the work.

## **E19. DESIGN PHASE**

### **E19.1 Guiding Principles**

- (a) Vision – A dynamic, colourful, cost effective spray pad experience.
- (b) Values:
  - (i) Inclusiveness and accessibility: The facility and its environs shall be designed for use by all ages.
    - (i) Provide quiet passive areas and active areas.
    - (ii) Some separation from areas designed for toddlers and areas designed for older children
  - (iii) Design in compliance with Universal Design Principles meeting the intent of the City of Winnipeg Universal Design Policy and the City of Winnipeg Accessibility Design Standards.
    - ◆ The City of Winnipeg Accessibility Design Standards can be accessed at [http://www.winnipeg.ca/ppd/pdf\\_files/Access\\_Design\\_Standards.pdf](http://www.winnipeg.ca/ppd/pdf_files/Access_Design_Standards.pdf)

- (b) Cost effective and Energy efficient:
  - (i) All opportunities to decrease water consumption and sewer rate costs, through processes as integrated automation, sequencing, control spray nozzles and heads are to be incorporated to the greatest extent practical.
  - (ii) Low lifecycle costs and ease of operation and maintenance are key considerations.
- (c) Safe and Secure
  - (i) Control access to and from the site
  - (ii) Maintain views into the site from the surrounding area
  - (iii) Maintain clear site lines between mechanical vault / pump house and the water play area.
  - (iv) The Public Health Act (C.C.S.M. c. p210) Manitoba Regulation 132/97 and subsequent amendments as it relates to the design, construction, and mechanical operation of wading pools and spray pads.

#### E19.1.1 Existing Site Conditions

- (a) Contractor is to be aware that the sites may contain existing underground structures and services including but not limited to high voltage buried cable, natural gas, water, etc.
  - (i) Underground structure data from the City is provided as a convenience to the Contractor only. Contractor is not to rely on this information but to arrange for on site location of all utilities and underground services and structures and obtain all clearances required for the project.
  - (ii) Contractor is to maintain offsets from underground services as may be required by the authorities concerned.
- (b) Contractor is to be aware that the Sites contains a number of mature trees.
  - (i) If any trees are to be removed this work must first be approved by the City Forester and the trees shall be assessed a financial value for replacement compensation. This financial value shall be included in the Contractors Bid.

#### E19.1.2 Site Design Guidelines

- (a) Shall include associated greenspace, complete with turf, trees, site furniture, and other complimentary site landscape elements.
- (b) Design will respect the adjacent uses of the Site and ensure the comfort and safety of the occupants.
- (c) Design will take into consideration the overall site, and the water play spray pad circulation, and the layout and relationship to adjacent elements including the arena, the adjacent school, the playground, the tennis courts and the adjacent public sidewalk.
- (d) Access to the spray pad and the external site shall be by concrete walkway.

### E20. FENCING

E20.1 Fencing is required to control access into and off of the Pacific Dee site. It assists caregivers in managing where their children can go; limits the ability of skateboarders to use the site; provides a barrier when adjacent to high traffic areas; or possible unsafe conditions; increases travel distances between areas of loose surfacing; and to minimize the amount of materials being tracked into the wading pool area.

E20.2 Minimum security requirements include 1.2 m ht, transparent fencing surrounding the existing wading pool. The current fence is acceptable but, if required by the submitted design, should be adjusted as appropriate to that design.

- (a) Vertical elements should comply with CSA guidelines for head entrapment and entanglement

(b) Metal products to be minimum galvanized or powder coated.

E20.3 New Fencing is Required at St. Norbert to control access to Pembina Highway. It is to be as per Drawing SCD-152B-R0.

E20.4 New Fencing is required at Shaughnessy Park to control access between the supervised existing Wading Pool and the new Spray Pad. Fencing at this location should match the existing fence.

E20.5 Payment shall be as per Form B:Prices for item "Site Fence".

## **E21. SITE FURNITURE**

E21.1 All site furniture must be;

- (a) vandalism resistant
- (b) durable
- (c) meeting City of Winnipeg Accessibility Design Standards

E21.2 Waste Receptacles

- (a) Shall be City of Winnipeg Metal Slat type Waste Receptacle finish Black.
- (b) Minimum of 1 at Pacific Dee Wading pool
- (c) Minimum of 1 and Shaughnessy Park Spray Pad.
- (d) St. Norbert shall maintain its existing waste receptacle.

E21.3 Accessible Picnic tables

- (a) Minimum of 1 at Shaughnessy Park Spray Pad
- (b) St. Norbert shall maintain it's current picnic table. It may be relocated if required by the Design.
- (c) Picnic table shall not be required at Pacific Dee.
- (d) Locate on hard surface
- (e) Must be on accessible route
- (f) Shall be Dumor 100-68-1PL embedded Cedartone or approved equal in accordance with B7.

E21.4 Benches

- (a) Pacific Dee shall have a minimum of 3 benches
- (b) Shaughnessy Park shall have a minimum of 3 benches
- (c) St. Norbert shall maintain the existing 4 benches. Benches may be relocated if required by the Design.
- (d) New benches shall be supplied with armrests including center rest.
- (e) Shall be Dumor 88-60PL embedded Cedartone or approved equal in accordance with B7.

E21.5 Payment shall be as per Form B:Prices for item "Site Furniture".

## **E22. LAND DRAINAGE / SITE GRADING**

E22.1 Land drainage and grading shall form an integral part of this project.

E22.2 Site works shall not impede existing drainage patterns unless an alternative drainage pattern acceptable to the Contract Administrator and the appropriate authorities is provided.

E22.3 All hard surfaces to drain



E22.4 Soft surfaces drain and shall not block drainage patterns.

### **E23. SITE PAVING**

E23.1 Paved surfaces within the site shall be paved with asphalt or concrete

E23.2 Concrete paving shall be as per CW 3325

E23.3 Asphalt paving shall be as per CW 3410

E23.4 Payment shall be as per Form B: Prices for the item named "Site Paving".

### **E24. SPRAY FEATURES**

E24.1 Site shall be accessible throughout with no curbs blocking access.

E24.2 All surfaces shall be straight to drain

E24.3 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) Trip, entanglement, strangulation hazards must be avoided.

E24.4 Consideration should be given to features/ components that the community can identify with and would enhance the community's desire to take ownership.

E24.5 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) Bollard activator
- (d) Minimum of moving parts
- (e) Durable, vandal resistant anchors, finishes, treatments.
- (f) Ease of maintenance
- (g) 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.
- (h) Bases/Connections should permit the ability to shift components to other bases located in spray pad.
- (i) Component design is to enhance the safety of the spray pad.

E24.6 Payment shall be as per Form B:Prices for item "Spray Features".

### **E25. CONCRETE SPRAY BASIN**

E25.1 General Considerations

- (i) Basin shall be sized to collect overspray to a minimum of manufacturers specified overspray.
- (ii) Concrete pad, designed to support light truck use in a wet environment.
- (iii) Sloped to drain towards return inlets. Maximum slope to be 1:15.
- (iv) Provide a slip resistant surface suitable for use in this type of installation and acceptable to the City.

- (v) If concrete surfacing is abutting a fence, extend the concrete 300 mm beyond the outside of the fence to provide a mow strip and structurally reinforced edge.
- (vi) Provide drain lines as required. Minimum of 2 drains with anti-vortex covers, or trench drains shall be provided for each drainage basin as appropriate to the design.
- (vii) Rebar shall be epoxy coated
- (viii) Basin shall include an apron which shall include internal drains.
- (ix) Apron shall be sized to collect overspray from the spray devices to a minimum of 50% greater than manufactures stated overspray.
- (x) Contractor shall prepare three three samples of concrete finishes 60 cm x 60 cm with a light, medium and rough finish. Contract Administer and Community Services / PPD to approve finish samples prior to any concrete being poured.

**E25.2 Operational Considerations**

- (i) Ensure ease of access to vault / pump house, from the spray pad area by staff.
- (ii) Hours of operation will be dependent on demand but are anticipated to be seven days per week from July 1 to August 31 from 11:30 to 5:00 pm

**E25.3** Payment shall be as per Form B:Prices for item "Concrete Spray Basin".

**E26. MECHANICAL/PLUMBING/ELECTRICAL SYSTEMS**

**E26.1** Primary control system including activation switch, timers, electronic sequencers and wiring schematics, controllers, valveing, pressure regulators, ball valves etc. shall be provided.

**E26.2** Ventilation systems shall be designed to meet current standards described by A.S.H.R.A.E. and applicable

**E26.3** Work to be performed by journeymen skilled tradesmen to the satisfaction of the contract administrator.

**E26.4** All plumbing and electrical must comply to all regulatory authorities that have jurisdiction and manufactures recommended practices.

**E26.5** 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.

**E26.6** Designs will respect the use of the areas and ensure the comfort and safety of the occupants.

**E26.7** Mechanical markings to be in accordance with the following and approved by the Contract Administrator:

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

**E26.8** Controls:

- (i) Low lifecycle cost considering initial investment, daily operations, maintenance and expected lifespan.
- (ii) System to drain away so that there is no standing water at any time.
- (iii) Must comply with current Health regulations for water quality.

**E26.9** Piping

- (i) All fittings to be galvanized or PVC. All fasteners to be Stainless Steel.
- (ii) All water lines to have proper slope and drain capability and blow out valves for fall servicing.
- (iii) Water service:

- a. To be sized to suit proposed design requirements.
- b. Water supply line to water play park to have separate water meter and back flow prevention device from source.
- c. Water supply to be a new connection to the street.
  - i. St. Norbert Spray pad existing connection has been sized to service the existing spray features. The new features will require a new supply from the street sized appropriately for the features.
  - ii. Shaughnessy Park requires a new water supply from the street for the new features.
  - iii. Pacific Dee requires the ability to supply water directly from the watermain and drain to the sewer. Consideration should be given to using the indoor pool tank as a water supply for the new feature(s) in order to reduce water consumption and provide warm spray water rather than cold water direct from the water Main. If this option is pursued the ability to easily switch the system to provide supply water direct from the watermain and drain to the sewer must be maintained.
- (iv) Drain lines are to be sized to permit draining of basin to prevent standing water.
- (v) All PVC underground piping to be minimum of schedule 80.
- (vi) All supply lines to the features to be low pressure poly pipe approved for 100 psi.

#### E26.10 Drains

- (i) Basin to have minimum two (2) anti-vortex drains complete with secured covers.
- (ii) Deck drains to be a minimum 50 mm diameter and schedule 80 piping.
- (iii) Deck drains, access lids, frames, etc. to be hot dipped galvanized.
- (iv) To be heavy duty non-corroding metal alloy or equally durable fibreglass or plastic construction.
- (v) Drain lines to LDS to be a new connection to the infrastructure

#### E26.11 Metering

- (i) At Shaughnessy Park the new Spray pad is operate off of a separate meter from the rest of the park.
- (ii) At Pacific Dee the spray feature may operate on the same meter as the wading pool.
- (iii) At St. Norbert the new features may operate on the same meter as the existing spray park.

#### E26.12 Mechanical

- (i) Mechanical may be accommodated in vault.
- (ii) Space is to accommodate mechanical systems with adequate clearance space.
- (iii) Controls must be easily accessible.
- (iv) Mountings must be structurally designed.
- (v) 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.
- (vi) Pits, if proposed, must be accessible, easy maintenance and operation and have vandal resistant lockable entry point.
- (vii) At Pacific Dee the existing wading pool pump/mechanical systems are in the pool building. The new spray feature control systems are to be located outside of the building so they can be operated while maintaining a clear view of the facility.
- (viii) At Shaughnessy Park the Mechanical system shall be separate from the mechanical system for the existing wading pool. Controls must provide visual access to the wading pool and spray pad areas.
- (ix) While the mechanical system at St. Norbert may be integrated into the existing mechanical system size and capacity considerations must be addressed.

E26.13 Operations and maintenance manual to be provided.

- (a) Provide three (3) bound copies of the operation and maintenance manual detailing the operation and maintenance for all elements of the construction.

E26.14 Training

- (a) Provide training on the operation and maintenance of the proposed system.

E26.15 Electrical

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

E26.16 Periodic review during the construction phase

- (a) The 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.

E26.17 Payment shall be as per Form B:Prices at the price for item "Mechanical / Electrical / Plumbing".

## **E27. CONSTRUCTION PHASE**

E27.1 General

- (a) Unless otherwise stated, the Contractor shall furnish all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified and in accordance with the referenced standard City specification and construction details.
- (b) The Contractor shall construct the Work in accordance with the design produced during the design phase.
- (c) Construction materials, methods and procedures shall be performed in accordance with the standards set out in *The City of Winnipeg Standard Construction Specifications*. Obtain the Contract Administrator's approval if the Contractor will deviate from *The City of Winnipeg Standard Construction Specifications*.
- (d) The Contractor shall document and advise the Contract Administrator of any alteration, modification, deletion, or substitutions to the approved design prior to incorporating said alterations, modifications, deletions or substitutions into the Work.
- (e) All Workmanship and all materials furnished and supplied under this Contract are subject to the close and systematic inspection or review and testing by the Contract Administrator including all operations from the selection and production of materials through to final acceptance of the Work. The Contractor shall be wholly responsible for the control of all operations incidental thereto notwithstanding any inspection, review or approval that may have been previously given. The Contract Administrator reserves the right to reject any materials or Works, which are not in accordance with the requirements of this Contract.

E27.2 Facilities

- (a) The Contractor will supply on site office facilities meeting the following requirements:
  - (i) The Contractor will provide on site sanitary facilities during the Construction phase.

### E27.3 Shop Drawings

- (a) Shop Drawings will be reviewed by the Contract Administrator for general conformance to the Owners requirements only.
- (b) Shop Drawings are to be reviewed by the design professional responsible for the design prior to submission to the Contract Administrator.
- (c) Submit, shop drawings and equipment catalogue data and manufacturer's installation operating and maintenance instructions for approval of the following items:
  - (i) Disconnect switched and fuses
  - (ii) Over-current devices, including ground fault interruption circuit breakers
  - (iii) Primary control system including activation switch, timers, electronic sequencer(s), and wiring schematic
  - (iv) Electrical grounding / protection equipment
  - (v) Equipment support details
  - (vi) Excavation and concrete details
  - (vii) Light fixtures and support poles (if proposed)
  - (viii) Spray Pad features/ components
  - (ix) Speciality products
  - (x) Drains / Covers
  - (xi) Site furniture / structures

### E27.4 Record Drawings

- (a) The Contractor shall keep on the Site one (1) up to date copy of all specifications, drawings, and bulletins pertaining to the Work, in good order, available to the Contract Administrator and to his representatives.
- (b) Such specifications and drawings need to be marked by the Contractor to show all Work 'as built' as Work proceeds. The Contractor shall modify the Drawings to 'As-Built' bearing notations of all changes and variations from the original and submit these to the Contract Administrator for approval.
- (c) If required, in the opinion of the Contract Administrator, further revisions will be made to the Drawings by the Contractor until the Drawings are accepted by the Contract Administrator.
- (d) Accuracy of these drawings shall be the responsibility of the Contractor, who shall bear all expenses of corrections thereto.
- (e) Said Drawings will be provided to the Contract Administrator during the Commissioning stage of the project.

## **E28. COMMISSIONING**

### E28.1 System Start-up and First 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 as per D21.1(c).
- (c) 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.

### E28.2 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, 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.

**E28.3 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.

**E28.4** Payment shall be as per Form B:Prices at the price for item "Commissioning".