



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 36-2007

DESIGN AND CONSTRUCTION – FOUR SPRAY PADS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 DESIGN AND CONSTRUCTION – FOUR SPRAY PADS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon, Winnipeg time, March 13, 2007.

B2.2 Proposal Submissions 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. OVERVIEW AND BACKGROUND INFORMATION

B3.1 Recreation and Leisure Facilities Policy (2005)

B3.1.1 By introducing new facility types and by encouraging communities to reconfigure their recreation, leisure and library space over time, this policy will facilitate the provision of a more contemporary set of facilities for Winnipeggers to be more responsive to local needs while improving overall financial sustainability.

B3.1.2 The inventory of wading pools will be rationalized over time in keeping with the facility to population ratio. Facilitating this rationalization will be the introduction of a better wading pool or Spray Pads in the vicinity, or in the development of a Spray Park or Urban Oasis in the community. The City will proceed slowly in introducing Spray Pads so as to fully assess community acceptance and the impact on operating costs.

B3.1.3 A Spray Pad is a small outdoor aquatic facility that stimulates interactive and creative play. The components of a Spray Pad may include combinations of spray columns, 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 on 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. and, although usable by all ages, tends to services the 0-10 age group.

B3.2 Site Related Background

B3.2.1 Fort Rouge Park

(i) Fort Rouge Park was established in 1894 as the City's second public park (formerly Assiniboine Park). Fort Rouge Park is located along the Assiniboine Riverbank at 301 River Avenue in the Roslyn Census area of the Osborne Village. Fort Rouge Park and Mayfair Park, two of the larger greenspaces in Osborne Village, are nodes within this area.

(ii) Osborne Village is also host to two of the city's busiest traffic thoroughfares, Osborne Street and Donald Street, connecting South Winnipeg with the downtown and areas to the north. Osborne Street also serves as a section of the Trans-Canada Highway alternate route through the Winnipeg.

- (iii) People are what make Osborne Village an active and vibrant area. The following information is provided by the 2001 Canada Census, based on a survey of 12,450 residents and a total of 2,595 Census families. The census areas that make up Osborne Village are River-Osborne (4,715), Roslyn (4,195), and McMillan (3,540). It should be noted, much of the McMillan area is not part of the Osborne Village.
- (iv) Osborne Village consists primarily of a young and mobile population, particularly in the McMillan and River-Osborne areas. The large percentage of single parent families and the high rate of low income earners is also an indication of the type of housing that exists in these two Census areas. The Roslyn area, on the other hand, consists mainly of a series of high-rise apartments and condominiums, appealing to a more affluent population of retirees. All three areas exhibit a high level of residents with post-secondary educations, along with a concentration of 20-30 year olds, which indicates a high population of university students living in the Osborne Village. Due to the proximity of Osborne Village to downtown and the area's employment opportunities, an exceptional number of people commute to Work, school, and elsewhere by foot or by bus. The high percentage of renters in Osborne Village suggests that the social make-up of this area is in a constant state of flux. Osborne Village receives a high number of visitors from other areas who come to shop and dine. These visitors come to the area at different times during the day.
- (v) Current amenities at Fort Rouge Park include a play structure, picnic tables and a wading pool (to be replaced by a spray pad).
- (vi) It should be noted that Centreventure's Heart of Gold Plan has identified the Fort Rouge Park as one of the parks to become a destination Site. To date the plan has identified the potential of constructing a foot bridge across the Assiniboine River joining Fort Rouge Park with McFayden Park.

B3.2.2 Provencher Park

- (i) The proposed spray pad for St Boniface is to be located in the Provencher Park - converting the existing wading pool Site into a new more interactive and creative water play Site.
- (ii) Provencher Park is situated in the heart of Old St Boniface at 271 rue de la Cathedrale. In 2002, through the Building Communities Initiative, Provencher Park underwent a re-development to address its drainage issue throughout the park, and added some new amenities. Presently, located in the park is: a newer play structure (2001), an outdoor pool, the Notre Dame Community Centre and Arena, the Club Éclipse (a francophone seniors group), two tennis courts/basketball hoops, an ice rink, a walking trail, a baseball diamond and a soccer field, the Collège Louis-Riel (a francophone high school) is on the adjoining property.
- (iii) St Boniface itself has a rich cultural history dating back to the early 1800s. The areas significance lies in its historical association as the origin of Métis Canadians or francophone settlement and culture in the Red River Valley and Western Canada. St Boniface is often referred to as "a city within a city". It is known for its bilingualism, with a large francophone population.
- (iv) With a population of over 45,000 (Statistics Canada 2001), St Boniface is becoming more culturally diverse with a growing number of newcomers moving into the community. Provencher Park is located on the border of two Census areas: Central St. Boniface (population 6,000) and North St. Boniface (population 1,880). Central St. Boniface is the largest neighbourhood with a high population of seniors and high-density multiple family housing while North St. Boniface has a younger population with more families and more children.

- (v) Consultation with daycares, schools, parents, residents, and community stakeholders within the immediate area of Provencher Park has taken place. A presentation was also made to board members of the Old St Boniface Residents Association. The general response from the community has been positive.

B3.2.3 River Heights Community Centre

- (i) The River Heights Community Centre is located in the North River Heights Census area (population 5,700).
- (ii) The Spray Pad to be constructed at the River Heights Community Centre will replace the existing wading pool, which is situated on the northwest side of the community centre. To the south of the Spray pad is a play ground, and to the north the wading pool area butts up to the Community Centre's busy parking lot. There are several homes along Ash Street which back onto the River Heights Community Centre's existing wading pool area.
- (iii) The River Heights community centre has been around several years and operates a variety of athletic and competitive sport programs for both youth and adults living in the surrounding community, making it a hub of activity. The centre has both indoor and outdoor ice rinks as well as a before school and after school program which operates during the school year. A lawn bowling green is also located near the community centre.
- (iv) The River Heights Community Centre has an active board that is very supportive of converting the wading pool to a Spray Pad. There are several other wading pools in close proximity to the River Heights Community Centre, one of them at Brock-Cordova Park is in the same census area.
- (v) River Heights is an older community that is very popular with Winnipeg residents. The area is populated with mature elm trees and character homes making it the area of choice for many young professionals.

B3.2.4 St. Norbert Community Centre

- (i) St. Norbert is the south entrance to Winnipeg and is considered the birthplace of the Province of Manitoba. It is the home of the Red River Floodway Gates. St. Norbert is a unique community with a storied history, one that includes a past life as a vital trading centre, the starting point for annual buffalo hunts, and home to a community of Cistercian Monks. St Norbert is also known to many Manitobans' as the Site of the St Norbert farmers market which brings hundreds of people to the area on Wednesday's and Saturday's throughout the summer.
- (ii) St Norbert Community Club is situated in the center of St Norbert and has membership from the surrounding neighbourhoods of St. Norbert, Richmond Lakes, Parc Lasalle, Trappistes, Cloutier Drive, Turnbull Drive, Perrault and Labarrier. It is an active community club with an indoor arena on Site and has numerous programs for both youth and adults living in the community.
- (iii) The Board of Directors at St Norbert community club has overwhelmingly endorsed the spray pad being located at the community club. The St Norbert day care is also located on the community club Site and has currently 75 children eagerly awaiting the completion of the project.

- (iv) The population of St Norbert in 2001 is 5735, down slightly from 5935 that lived there in 1996.
- (v) There are 1235 children under the age of 14 attending two elementary schools, one of which is French immersion. 23% of the community identified themselves as speaking French.

B3.3 This Contract is for the development of a four new spray pads to provide the local children with a waterplay 'experience'. In conjunction with the Spray Pad, the development will include ancillary amenities as specified herein: hard surface and pathways, green space, trees and site furnishings. The overall approximate size of the resulting "Spray Pad" is to be as a minimum the size of the existing wading pool 2000 sq.ft. with the installation of as many water play features as possible within budget.

B3.4 The Performance and Construction Specifications are intended to inform the Bidder of the general requirements and guidelines that must be adhered to in the preparation of the proposal itself and in the preparation of the design, clarifying the criteria against which the proposal will be evaluated and defines the minimal acceptable performance requirements of functional and aesthetic characteristics. As well, it provides some minimal standards for construction, which shall help shape the final construction package.

B3.5 This Bid Opportunity is not an all-inclusive document and any omissions do not relieve the Contractor of the obligations to provide a fully operational waterplay park.

B4. BIDDERS CONFERENCE

B4.1 Further to GC.3.1, the Contract Administrator or an authorized representative will be conducting a bidder's conference to review the specific Sites for each spray pads and review the schedule and budget. The bidders conference will be held on Feb. 27, 2007 – from 10am to noon – Public Works Department - 2nd floor – 100 Main street.

B4.2 The Bidder is advised that select existing building and Site construction drawings are available for viewing upon request.

B4.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Bidders Conference unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B5. ENQUIRIES

B5.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B5.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B5.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B5.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B5.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B5 unless that response or interpretation is provided by the Contract Administrator in writing.

B6. CONFIDENTIALITY

- B6.1 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.
- B6.2 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.

B7. ADDENDA

- B7.1 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.
- B7.2 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.
- B7.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet Site at <http://www.winnipeg.ca/matmgt>.
- B7.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet Site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B7.3 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.

B8. SUBSTITUTES

- B8.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B8.2 Substitutions shall not be allowed unless application has been made to and prior written approval has been granted by the Contract Administrator in writing.
- B8.3 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.
- B8.4 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.

- B8.5 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.
- B8.6 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.
- B8.6.1 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.
- B8.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B8.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall 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 B20.
- B8.9 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.

B9. PROPOSAL SUBMISSION

- B9.1 The Proposal Submission consists of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
 - (c) Team/Project Experience and Methodology, Conceptual Design and Systems Description, and Economic Analysis;
 - (d) Form G1: Bid Bond and Agreement to Bond, or Form G2: Irrevocable Standby Letter of Credit and Undertaking, or a certified cheque or draft;
- B9.2 All components of the Proposal Submission 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 in ink, to constitute a responsive Proposal.
- B9.3 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B9.3.1 Samples or other components of the Proposal Submission 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.
- B9.4 Proposal Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B9.5 Proposal Submissions shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg, MB R3B 1J1

B10. PROPOSAL

- B10.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B10.2 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.
- B10.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B10.2.
- B10.3 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.
- B10.4 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.
- B10.4.1 The name and official capacity of all individuals signing Form A: Proposal shall be printed below such signatures.
- B10.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.
- B10.5 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 Submission and the Contract, when awarded, shall be both joint and several.

B11. PRICES

- B11.1 The Bidder shall state a price in Canadian Funds for each item of the Work Identified on Form B: Prices.

B12. TEAM/PROJECT EXPERIENCE AND METHODOLOGY, CONCEPTUAL DESIGN AND SYSTEMS DESCRIPTION, AND ECONOMIC ANALYSIS

- B12.1 Bidders shall provide, in their proposal submission, a description of the proposed services to design, build and commission the Work including but not limited to the following:
- (a) Team/Project Experience and Methodology
 - (i) The four Spray Pads will require a detailed methodology for each stage of each project. The Bidder shall provide a description of the team's methodology with respect to this project and the various stages. Specifics to include the understanding and methodology proposed for each stage and tasks of this project.

- (ii) A list of previously completed Work, similar in nature, scope and value to the Work, references, in sufficient detail to demonstrate the Bidder's qualification to undertake the Work.
- (iii) An organization chart showing the relationship, roles and responsibilities of the major team members who will perform the Work.
- (iv) Design Team
 - (i) Resumes of proposed staff that will be directly involved in the project;
 - (ii) Their roles, responsibilities and reporting relationship on the project
 - (iii) Their background, experience and training should be briefly noted.
- (v) Subcontractors
 - (i) List of proposed major subcontractors and role and responsibility on the project.
- (b) Conceptual Design and Systems Description
 - (i) Shall consist of drawings or sketches and outline specifications based on and developed from Part E – Performance and Construction Specifications.
 - (ii) Drawings shall be at a standard scale adequate to describe the proposal and shall include at a minimum:
 - (i) Site context drawing including location and configuration of each splashpad
Indication of site services and any modifications, relocations and connections will be considered beneficial
 - (ii) Perspectives, sketches, details, and other submissions to illustrate the proposed design;
 - (iii) splashpad component description and/or graphic or catalogue reference
 - (iv) Mechanical & electrical system schematics developed in sufficient detail to describe the intended operation
 - (v) Complementary landscaping including proposed location of site furnishings, trees, fencing and lighting (if deemed part of the proposal);
- (c) Economic Analysis
 - (i) A brief description of how the splashpad components will operate.
 - (ii) The anticipated daily water consumption information – based on a 6-hour/day operation.
 - (iii) The maintenance schedule for and anticipated maintenance costs associated with the major splashpad features being proposed
- (d) Project Schedule
 - (i) Provide an anticipated schedule to meet the completion dated stated herein.
 - (ii) Commissioning
 - (i) A clear description of the training being proposed including:
 - ◆ Syllabus;
 - ◆ Number of training days for each training session;
 - ◆ Expected City supplied resources;
 - (ii) A description of the proposed commissioning process.
- (e) Any other information that the Bidder deems pertinent to this Bid Opportunity.

B13. QUALIFICATION

B13.1 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;

- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out Work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation 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 Branch internet Site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out Work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written Workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

B13.2 The Bidder shall be prepared to 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.

B13.3 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.

B14. BID SECURITY

B14.1 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 Proposal 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 Proposal 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.

B14.1.1 SPEC NOTE: Increase the percentages if required. The percentages in B14.1(a) and (b) must be the same and must not exceed the percentage in (c) which must be the same as the percentages in Form G1, Form G2 and D9.1.

B14.1.2 If the Bidder submits alternative Proposals, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.

B14.2 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.

- B14.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B14.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.
- B14.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.
- B14.3 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 Request for Proposal.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B15.1 Proposal Submissions will not be opened publicly.
- B15.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet Site at <http://www.winnipeg.ca/matmgt>.
- B15.3 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 Submission 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. IRREVOCABLE OFFER

- B16.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Proposal.
- B16.2 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.

B17. WITHDRAWAL OF OFFERS

- B17.1 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.
- B17.1.1 Notwithstanding GC. 23.3, 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.
- B17.1.2 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.
- B17.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:
- a) retain the Proposal Submission until after the Submission Deadline has elapsed;
 - b) open the Proposal Submission 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 B17.1.3b), declare the Proposal withdrawn.
- B17.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B16.2 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, including the right to retain the Bidder's bid security.

B18. INTERVIEWS

B18.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B19. NEGOTIATIONS

B19.1 The City reserves the right to negotiate details of the Contract with Bidders.

B19.2 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 Submission; the City will not necessarily pursue negotiations with any Bidder.

B19.3 If, in the course of negotiations pursuant to B19.2 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.

B20. EVALUATION OF PROPOSALS

B20.1 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:
 - (i) mandatory requirements (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12:
 - (i) mandatory qualifications (pass/fail);
- (c) Total Bid Price (maximum budget \$900,000); (20%)
- (d) Team/Project Experience and Methodology, Concept Design and Systems Description, and Economic Analysis (80%)
 - (i) Team/Project Experience and Methodology (25%)
 - (ii) Conceptual Design and Systems Description (30%)
 - (iii) Economic Analysis (10%)
 - (iv) Project schedule/implementation plan to meet substantial performance (15%)

B20.2 Further to B20.1(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 if the interests of the City so require.

B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal Submission or in other information required to be submitted, that he is responsible and qualified.

B20.4 Further to B20.1(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.

B20.4.1 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.

B20.4.2 The Total Bid Price shall be evaluated with a weighting on 20 points out of a total of 100 possible points. As such, the lowest Bidder shall receive the full 20 points, and the second

lowest Bidder and subsequent Bidders shall be pro-rated accordingly. If price received exceeds maximum budgets for each spray pad a 0 rating out of 20 will be applied.

B20.5 Further to B20.1(d), the Team/Project Experience and Methodology, Concept Design and Systems Description, and Economic Analysis will be evaluated based upon the information provided. Each proposal will be assigned a score weighted on the basis of 80 points out of 100 possible Points reflecting the suitability of the Team/Project Experience and Methodology, Conceptual Design and Systems Description, and Economic Analysis and Project Schedule.

B20.5 This Contract will be awarded as a whole.

B21. AWARD OF CONTRACT

B21.1 The City will give notice of the award of the Contract by way of a letter of intent, or will give notice that no award will be made.

B21.2 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.

B21.2.1 Without limiting the generality of B21.2, 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.

B21.3 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.

B21.3.1 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.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for Construction Contracts* (Revision 2000 11 09) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Construction Contracts* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet Site at <http://www.winnipeg.ca/matmgt>.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Request for Proposal".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Proposal Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".
- D1.7 The General Conditions are amended by striking out "Bid" wherever it appears in the General Conditions and substituting "Proposal".
- D1.8 The General Conditions are amended by striking out "SP" wherever it appears in the General Conditions and substituting "E".
- D1.9 The General Conditions are amended by deleting GC:16.16 and GC:16.17. The City of Winnipeg is now within the jurisdiction of the Manitoba Ombudsman pursuant to the Ombudsman Act.

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of design, construction and commissioning required to deliver and complete, four functional, and fully operational Spray Pads in which finishes, finish items, system components etc. are compatible and consistent with each other, the existing conditions and the intent of this Bid Opportunity.
- D2.2 The major components of the Work are as follows:
- (a) Design of a four splashpads;
 - (b) Demolition/decommissioning of 3 wading pools;
 - (c) Construction of a four splashpads;
 - (d) Commissioning of a four splashpads; and
 - (e) Associated site works and site furnishing.
- D2.3 If asbestos or other hazardous materials are encountered during the Work of the Contract, the City shall assess the situation and provide all necessary remediation. All Work shall stop and wait for further instructions by the Contract Administrator.

D3. CONTRACT ADMINISTRATOR

- D3.1 The Contract Administrator is City of Winnipeg, represented by:
John Atkinson

Superintendent of Arenas and Wading Pools
City of Winnipeg
Building Services Division
Public Works Department
100 Main Street
Winnipeg, MB R3C 1A4

Telephone No. (204) 986-7292
Facsimile No. (204) 986-7311

- D3.2 At the pre-construction meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D4. NOTICES

- D4.1 Except as provided for in GC: 23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

- D4.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D4.3, D4.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

- D4.3 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

- D4.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

D5. PERMITS, NOTICES, LICENSE, CERTIFICATES, LAWS AND RULES

- D5.1 Further to GC: 6.12, 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.

- D5.2 Further to GC6.11, the Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.

- D5.3 Further to GC23.2, all notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.

- D5.4 Further to GC6.26, all Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.
- D5.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.
- D5.6 The Contractor and Subcontractors 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.

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

- D6.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D7. WORKERS COMPENSATION

- D7.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. INSURANCE

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance.
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the Contract Administrator with a certificate of insurance of each policy 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 GC.4.1 for the return of the executed Contract.
- D8.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D9. PERFORMANCE SECURITY

- D9.1 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.

D9.1.1 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.

D9.2 If the bid security provided in his Proposal Submission was not a certified cheque or draft pursuant to B14.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in GC.4.1 for the return of the executed Contract.

D10. DETAILED PRICES

D10.1 The Contractor shall provide the Contract Administrator with a detailed price breakdown (Form I: Detailed Prices) 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 GC:4.1 for the return of the executed Contract.

D10.2 The Contractor shall state a price for each item or sub-item of the Work identified on Form I: Detailed Prices. The detailed prices must be consistent with the price(s) provided in the Contractor's Bid.

D11. SUBCONTRACTOR LIST

D11.1 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 GC.4.1 for the return of the executed Contract.

D12. DETAILED WORK SCHEDULE

D12.1 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 but in no event later than the date specified in GC.4.1 for the return of the executed Contract.

D12.2 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

D12.3 Further to D12.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:

- (a) Design of the each spray pad;
- (b) Demolition & site preparation;
- (c) Construction of the each spray pad;
 - (i) Mechanical systems
 - (ii) Concrete pour
 - (iii) Installation of components; and
- (d) Commissioning of teach spray pad (includes training).

SCHEDULE OF WORK

D13. COMMENCEMENT

- D13.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.
- D13.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is 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;
 - (ii) evidence of the Workers compensation coverage specified in D7;
 - (iii) evidence of the insurance specified in D8;
 - (iv) the performance security specified in D9;
 - (v) the detailed prices specified in D10;
 - (vi) the Subcontractor list specified in D11; and
 - (vii) the detailed Work schedule specified in D12.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D13.3 The Contractor shall commence the Work within seven (7) Working Days of receipt of the letter of intent.
- D13.4 The City intends to award this Contract by March 30, 2007.

D14. SUBSTANTIAL PERFORMANCE

- D14.1 The Contractor shall achieve Substantial Performance by June 20, 2007, ready to test and prepared for opening.
- D14.2 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 re-inspected.
- D14.3 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.

D15. TOTAL PERFORMANCE

- D15.1 The Contractor shall achieve Total Performance by September 15, 2007.
- D15.2 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 re-inspected.
- D15.3 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.

D16. LIQUIDATED DAMAGES

- D16.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City two hundred dollars (\$200.00) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.
- D16.2 The amount specified for liquidated damages in D16.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D17. JOB MEETINGS

- D17.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D17.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D18. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D18.1 Further to GC.6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

WARRANTY

D19. WARRANTY

- D19.1 Notwithstanding GC.13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to GC.13.2.1 or GC.13.2.2, in which case it shall expire when provided for there under.
- D19.2 Notwithstanding GC: 13.2 and D19.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if:
- (a) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

FORM H1: PERFORMANCE BOND
(See D9)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

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

_____ dollars (\$_____)

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

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

_____ day of _____, 20____, for:

RFP NO. 36-2007

DESIGN AND CONSTRUCTION – FOUR SPRAY PADS – FORT ROUGE PARK, PROVENCHER PARK, RIVER HEIGHTS COMMUNITY CENTRE, ST. NORBERT COMMUNITY CENTRE

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

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

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

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

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)

FORM I: DETAILED PRICES
(See D10)

DESIGN AND CONSTRUCTION

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1.	Benches	E4.5.5(c)	Each			
2.	Waste Receptacles	E4.5.5(f)	Each			
3.	Design Services:	B13	L.S			
4.	Schematic Design	B13	L.S.			
5.	Design Development	B13	L.S.			
6.	Construction Documents	B13	L.S.			
7.	Contract Administration	B13	L.S.			
8.	Commissioning	B13	L.S.			
9.	Construction	E5				
	<p>(Detailed prices for the construction portion of the RFP identify the various sections of Work using the Canadian National Master Specification format. This list should be consistent with the progress payment outline for the project)</p>					

PART E - PERFORMANCE AND CONSTRUCTION SPECIFICATIONS

E1. GENERAL

E1.1 These Performance Specifications shall apply to the Work.

E2. APPLICABLE SPECIFICATIONS, STANDARD DETAILS AND DRAWINGS

E2.1 The following Drawings are applicable to the Work:

E2.1.1 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.

E2.1.2 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet Site at <http://www.winnipeg.ca/matmgt>.

E2.1.3 The version in effect three (3) Business Days before the Submission Deadline shall apply.

E2.2 Further to GC:2.4(d), Specifications included in the Request For Proposals shall govern over *The City of Winnipeg Standard Construction Specifications*.

E2.3 The following Drawings are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
F.9 - M	Fort Rouge Park - Spray Pad Development – Existing Conditions
F.9 - N	Fort Rouge Park - Spray Pad Development – Existing Wading Pool Area
F.9 – Air	Fort Rouge Park - Spray Pad Development – Air Photo
F.9 - Photos	Fort Rouge Park - Photos
P.55 – G	Provencher Park – Context Map
P.55 – H	Provencher Park – Existing Wading Pool Area
P.55 – Air	Provencher Park - Spray Pad Development – Air photo
P.55 – Photos	Provencher Park - Photos
R.16 - G	River Heights - Spray Pad Development – Context/Site Plan
R.16 - H	River Heights - Spray Pad Development – Context/Site Plan
R.16 - Air	River Heights - Spray Pad Development – Air photo
R.16 - Photos	River Heights - Photos
S.12 - D	St. Norbert C.C. - Spray Pad Development – Context/Site Plan
S.12 - E	St. Norbert C.C. - Spray Pad Development – Proposed Spray Pad Area
S.12 - Air	St. Norbert C.C. - Spray Pad Development – Air photo
S.12 - Photos	St. Norbert C.C. - Photos

E3. PROJECT SEQUENCING

E3.1 The Contractor is advised that the City anticipates sequencing as follows:

(a) Design

- (i) The Contractor shall, upon award of Contract, meet with the Contract Administrator to clarify and confirm the conceptual design submitted in the Contractor's proposal.
- (ii) Provision of a coloured rendering of the concept.
- (iii) Periodic review during the design phase is anticipated and will be negotiated at a pre-Work meeting.
- (iv) The Contractor shall submit drawings for review at the 75% design stage and again at the 100% construction drawing and specification stage.

- (v) Approval in writing by the Contract Administrator shall be obtained before proceeding forward.
 - (vi) The Contractor must obtain the Contract Administrator's approval prior to submitting plans to the City Health Department and any other required agency for permits and utility connections.
 - (vii) Approval must also be obtained from the Contract Administrator prior to making changes to any approved plans specification and Work schedule.
- (b) Construction
- (i) Construction - shall start in the spring of 2007 in order to insure Substantial Completion as stated herein.
 - (ii) Public Opening - the Work is to be completed and all necessary permissions and permits in place in order to have as many Spray pads open as possible for public use on July 1, 2007
 - (iii) Order of Priority – River Heights C.C. / Provencher Park / Fort Rouge C.C. / St. Norbert C.C.
 - (iv) Contractor to advise Contract Administrator by April 1, 2007 on construction timelines for four specified Sites. The intent is to have existing wading Spray Pads operational by June 20, 2007. Fort Rouge park is permanently closed until construction is complete of new spray pads. St. Norbert is new construction.
 - (v) Site prioritization to be determined at award meeting.
- (c) Commissioning
- (i) Operation and Maintenance Manuals and staff training shall be completed prior to Substantial Performance
 - (ii) Winterize the Work prior to September 30, 2007(see E6.1).

E3.2 Key Project Contacts:

- (a) The Contract Administrator shall act as a liaison to introduce the Contractor and Manitoba Hydro, Waterways Authority and City Health Department.
- (b) Following the introduction the Contractor shall initiate all necessary meetings and actively pursue approvals from these agencies.

E4. DESIGN

E4.1 Design Services:

- (a) The Contractor shall provide consulting services as required in order to:
 - (i) Obtain approvals from the necessary authorities having approval including but not limited to:
 - (i) City of Winnipeg, Environmental Health Services Branch
 - (ii) City of Winnipeg, Waterways Section (applies to Fort Rouge Park & St. Norbert C.C.)
 - (iii) City of Winnipeg, Zoning and Permits Branch
 - (iv) Other agencies as required
 - b) Preparation of design drawings, specifications, documentation and instructions required for the completion of the Work.
 - c) Design to the minimum standards set out in *The City of Winnipeg Standard Construction Specifications*. Obtain the Contract Administrator's approval if the Contractor will deviate from *The City of Winnipeg Standard Construction Specifications*.
- (b) Design Team Qualifications
 - (i) Utilize professionals where required by legislation
 - (ii) A Professional Engineer registered to practice in the Province of Manitoba shall seal structural, mechanical and electrical design

- (iii) Other professional expertise as required to design the Work.
- (c) Sealed drawings and specification in accordance with local legislation
- (d) Provide inspection services during construction and commissioning of the Work to ensure that the Work is constructed and operates in accordance with the drawings, specifications, documentation and instructions.
- (e) Provide written documentation of any changes to the intent of the design.
- (f) Certification of the Work as required by the necessary authorities.
- (g) Errors and Omissions shall be the responsibility of the Contractor who at his discretion may obtain Errors and Omissions Insurance.
- (h) Provide a coloured rendering(s) of the approved conceptual plan of the Spray pads Park and attend if required a public open house to unveil the said rendering.

E4.2 Guiding Principles:

- (a) Vision – a dynamic, colourful, cost effective Spray pads experience. Maximizing spray components as part of each spray pad concept.
- (b) Values:
 - (i) Inclusiveness and accessibility: the Spray pads and adjunct spaces shall be designed for use by all ages:
 - (i) provide both quiet passive areas and active areas – there should be some separation between areas designated for toddlers and those for more active play
 - (ii) design in compliance with Universal Design principles meeting the intent of the City of Winnipeg Universal Design Policy and details as outlined in “Access – A Guide to Accessible Design for Designers, Builders, Facility owners and Managers”, released by the Universal Design Institute, University of Manitoba
 - (ii) Cost effective and energy efficient: all opportunities to decrease water consumption and sewer rate costs, through such processes as Integrated automation, sequencing, control spray nozzles and heads are to be incorporated.
 - (i) Low lifecycle cost and ease of operation and maintenance are key considerations
 - (iii) Safe and secure
 - (i) Control access to and from the Site – prevent children being able to run out into street:
 - (ii) Maintain views into the Site from surrounding area
 - (iii) Maintain clear Site lines between mechanical vault and water play area.
 - (iv) Provide shade from the heat of the day
 - (v) 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 a wading pool /Spray Pads.

E4.3 Existing Site Conditions Fort Rouge Park:

- (a) Contractor should be aware that a High Voltage (69,000 Volts) Underground Hydro line running through Site. The location of the spray pad is of sufficient distance that it should not be directly impacted by this line, however, should adjustments to location be made on Site then the following shall be required:
 - (i) Four (4) metre offset from centreline of the cable alignment for any installations;
 - (ii) Five (5) metre offset from centreline of the cable alignment for tree planting;
 - (iii) Two (2) metre offset from centreline of the cable for any excavation by equipment;
 - (iv) Work within Two (2) metre offset requires review and approval by Hydro;

- (v) protect the integrity of both the cable and the thermal backfill surrounding the cable, any Work taking place within two (2) metre offset this zone:
 - (i) will require all digging to be done by hand,
 - (ii) is not to encroach below the depth of the concrete block protection (approx 750mm depth); and
 - (iii) will require a Hydro Safety Watcher on Site.
- (vi) E4.3 (a) (v) applies to both demolition and construction Works.
- b) Riverbank conditions
 - (i) Requires Waterways Permit
 - (ii) Restrictions outlined on Waterway Permit must be strictly adhered to.
 - (iii) Assume that there will be no loading of the bank; including storage of materials and use of equipment in the vicinity.
- c) Use of existing building
 - (i) Existing building has extensive fire damage and will be demolished by others. Demolition is not part of this contract, however compaction, re-grading and/or Site restoration may be depending on the Contractors design proposal.
 - (ii) All mechanical devises that are required to operate the Splash Pad are to be located in the above ground vault.
- d) Existing Water Service in building – two (2) inch line
- e) Electrical Service – Above ground service from Hydro pole.
- f) Sewer – 6 inch line
- g) Wading pool – to be demolished as part of this Contract
 - (i) Demolish pool basin & apron in accordance with E 4.3 (a).
 - (ii) Existing pits act as the drain pit for the existing wading pool. This pit may be utilized in the design if found structurally sound and located outside of the existing building sound or abandoned.
 - (iii) If existing pit is used it must be altered to include an easy access hatch, meet current codes and be protected by steel bollards if outside the fenced area.
 - (iv) If abandoned it must be demolished and the area restored to a safe condition and sodded.
 - (v) All necessary permits and clearances are the Contractors responsibility.
- (b) Chain Link Fence:
 - (i) Fencing will likely still be required to control access to the riverbank and between the play areas. This Site need not be limited to one entry point.

E4.4 Existing Site Conditions St Norbert C.C.:

- a) Riverbank conditions
 - (i) Requires Waterways Permit
 - (ii) Restrictions outlined on Waterway Permit must be strictly adhered to.
 - (iii) Assume that there will be no loading of the bank; including storage of materials and use of equipment in the vicinity.
- b) Mechanical Room:
 - (i) Mechanical room is quite a distance from proposed Site, above ground vault would be preferred at this location.
- c) Existing Water Service in building – Street connection may be closer then Community Centre. It will be the responsibility of the bidder to determine the most cost effective connection. Separate water meter and backflow devise would be required.
- d) Electrical Service – 100 amp service on North corner of office building.

- e) Sewer – Street connection
- f) Fencing –
 - (i) The site is surrounded by vehicular roads or parking, however the existing landforms and vegetation provide a natural barrier. Should the context change such that it becomes more open to any of the roadways, then the Contractor should incorporate strategic barrier fencing and gates.

E4.5 Existing Site Conditions Provencher Park:

- a) Use of existing building
 - (i) Existing building adjacent to the present wading pool that presently houses the mechanical room will not be used as part of this project.
 - (ii) All mechanical devices that are required to operate the Spray pads are to be located in an above ground vault.
 - (iii) All services including Water and Hydro are to be relocated to the above ground vault
- b) Existing Water Service in building – two (2) inch line
- c) Electrical Service – underground service run from outdoor pool building
- d) Sewer – 6 inch line
- e) Wading pool – to be demolished as part of this Contract
 - (i) Demolish pool basin & apron in accordance with E 4.3 (a).
 - (ii) all water service and drain lines which are no longer required are to be removed from property.
 - (iii) Existing pits act as the drain pit for the existing wading pool. This pit may be utilized in the design if found structurally and located outside of the existing building sound or abandoned.
 - (iv) If existing pit is used it must be altered to include an easy access hatch , meet current codes and be protected by bollards if outside the fenced area.
 - (v) If abandoned it must be demolished and the area restored to a safe condition and sodded.
 - (vi) All necessary permits and clearances are the contractor's responsibility.
 - (vii) All areas disrupted during the demolition and construction process, shall be levelled and sodded upon completion

E4.6 Existing Site Conditions River Heights C.C.:

- a) Use of existing building
 - (i) Existing building adjacent to the present wading pool that presently houses the mechanical room will not be used as part of this project.
 - (ii) All mechanical devices that are required to operate the Spray pads are to be located in an above ground vault.
 - (iii) All services including Water and Hydro are to be relocated to the above ground vault.
- b) Existing Water Service in building – two (2) inch line
- c) Electrical Service – underground service run from Community Centre (220) volt power supply.
- d) Sewer – 6 inch line
- e) Wading pool – to be demolished as part of this Contract
 - (i) Demolish pool basin & apron in accordance with E 4.3 (a).

- (ii) all water service and drain lines which are no longer required are to be removed from property.
- (iii) Existing pits act as the drain pit for the existing wading pool. This pit may be utilized in the design if found structurally and located outside of the existing building sound or abandoned.
- (iv) If existing pit is used it must be altered to include an easy access hatch , meet current codes and be protected by bollards if outside the fenced area. If abandoned it must be demolished and the area restored to a safe condition and sodded.
- (v) All necessary permits and clearances are the contractor's responsibility.
- (vi) All areas disrupted during the demolition and construction process, shall be levelled and sodded upon completion

f) Fencing:

- (i) Due to all the vehicular traffic areas around this spray pad area, the fencing should be retained at the periphery – however and additional and wider openings should be created between the pool and play area.

E4.7 Site Design Guidelines:

E4.7.1 General: this section covers the spray pad and features, as well as the general Site landscaping within the maximum limit for the proposed Spray pad as shown on Drawings: F.9-N, P.55-H, R.16-G & S.12-E

- a) Shall be compliant with regulators having authority
- b) Approximate space allocation:
 - (i) overall Spray pads Park area = approximately 2000 square feet;
 - (ii) water basin/spray pad area = approximately 350 – 450 square metres.

E4.7.2 Wading Pool

- (i) It is expected that the concrete basin and asphalt or concrete apron will be demolished, however the bidder/contractor may propose an alternative that incorporates reuse, so long as it meets all other performance standards for longevity, drainage and safety.

E4.7.3 Spray pad and features

- a) Site shall be zero grade throughout – no curbed edges.
- b) Straight to drain
- c) Propose mix of passive and interactive play.
 - (i) For all ages but specific anticipated user groups are: 0-4 yrs; 5-8 yrs; 9-12 yrs; and caregivers
 - (ii) Include a passive 'kiddie' area somewhat segregated from the more active play area with some preschool type features (such as ground sprays)
 - (iii) Trip, entanglement, strangulation, entrapment hazards must be prevented
- d) Theme / Focussed Proposal
Consideration should be given to features/components the community can identify with that would enhance the community's desire to take ownership of the facility (protect it from damage) – and instil a sense of pride. May be provided through coloured concrete surfacing
- e) Waterplay Components:
 - (i) Shall all be from one Manufacturer (Vortex or Waterplay Manufacturing Inc. or approved equal in accordance with B8) to assure compatibility of spare parts for fixtures.
 - (ii) Special Consideration will be given to products that offer the ability to remove and relocate components to another Site (switch between Sites).

- (iii) Only non-violent play features should be recommended (no “gun type” spray elements) – Mix of ground sprays and overhead spray components, with varying spray and misting patterns
- (iv) Preferably with a theme – see E4.7.3 (d)
- (v) Bollard activator – one preferable
- (vi) A minimum of moving parts (less subject to vandalism)
- (vii) Water slides will only be considered if they comply with CSA guidelines and the slide bed is constructed of a material more durable than the standard poly
- (viii) Durable, vandal resistant anchors, finishes, treatments
- (ix) Ease of maintenance – provide blow out access valves
- (x) 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.
- (xi) Base – provide bases/connection that permit the ability to shift components to other bases located in the waterplay park
- (xii) Safety – component design to enhance the safety of the waterplay park users.

f) Basin:

- (i) Concrete pad, designed to support a light truck for use in a wet environment.
- (ii) Sloped to drain toward the return inlets. Maximum slope to be 1:15 or 6.7%
- (iii) Provide a slip resistant surface suitable for use in this type of installation E5.4.
- (iv) If concrete spray pad 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.
- (v) Provide drain lines as required: minimum 2 drains or 1 trench drain, to prevent drain being plugged and water ponding.
- (vi) If the design includes coloured concrete, do not use paint. Pigments uniformly mixed into the concrete surface and concrete dyes are acceptable. Rubberized coatings specifically designed for exterior exposed concrete are acceptable in lieu of a medium broom finish.

E4.7.4 Operational Expectations:

- a) Ensure ease of access to vault, from the Spray pads area, by staff
- b) Hours of Operation:
 - (i) Will be dependant on demand but is anticipated to be seven (7) days per week from July 1 to August 31 (approx 60 days) – closed holidays.
 - (ii) minimum daily hours: 11:30 am – 5:00 pm

E4.8 Overall Site Design & Development

E4.8.1 General:

- a) Shall include associated green space, complete with turf, trees, Site furnishings and other complementary Site landscaping elements
- b) Design will respect the use of the areas and ensure the comfort and safety of the occupants.
- c) Design will take into consideration the overall Site and the waterplay/spray pad circulation, and the layout and relationship to adjacent elements.

E4.8.2 Access Walk:

- a) Provide concrete or asphalt pathway between the Spray Pad and the vault and between the closest hard surface area and splash pad to provide access to the spray pad in accordance with Universal Design Standards

- b) If asphalt is used it should be treated with concrete dust to lighten the surface colour and minimize the radiated heat.

E4.8.3 Fencing

- a) The fencing will be addressed differently at each Site.
- b) No standing water means longer fencing needed to control access at one point – multiple entries are possible.
- c) Generally fencing is required to control movement in and out of the Site – to assist care givers in managing where their children can go; limit ability for skateboarders to use the site; provide a barrier when adjacent to high traffic areas, or possible unsafe conditions (like riverbanks); increase travel distance between areas of loose surfacing (ie playgrounds) to minimize the amount of material being tracked into the spray area – the concern being the potential to plug the drains.
- d) The intent is to have associated green space within any fenced areas – so in most cases where there is an existing wading pool, some or all of the fence will have to be removed and or relocated.
- e) Minimum security requirements include a 4' high chain link, but more interesting and aesthetic alternatives are encouraged.
 - (i) Vertical elements should comply with CSA guidelines for head entrapment and entanglement
 - (ii) Metal products to galvanized or powder coated.
- f) All entry points to be controlled by a gate – therefore there should be a minimum of one (1) gate complete with swinging gates.
 - (i) Install double swing gates with one side having interim stop foot bolts at 0, 45 and 90 degrees.
- g) Gates to be lockable after hours.

E4.8.4 Shade:

- a) take advantage of natural features in the provision of sitting areas, to ensure some are in shade.
- b) If no natural shade features exist, make provisions in the design, for inclusion if budget permits or for introduction at a future date.

E4.8.5 Site Furnishings

- a) Any colours proposed by Contractor shall be subject to change by Contract Administrator
- b) Contractor to indicate the number of elements in their design. Below lists a range of quantities and recommended products for consideration.
- c) Benches
 - (i) Benches: there should be provisions for 3 benches in the designed area with a minimum of 1 bench with a back included in the construction
 - (ii) Product: Dumor Model 88-60pl surface mount or direct bury – or approved equal in accordance with B8. Contact: GAT Home Company Ltd. - Neil Buller 943-5050
- d) Waste Receptacles
 - (i) Waste Recepticals: there should be a minimum of 1 in the spray pad area
 - (ii) an existing, should be maintained
 - (iii) Product: Ornamental metal slat waste receptacle – SCD 119 (Basket 52S01051) - or approved equal in accordance with B8. Contact: City of Winnipeg Central Manufacturing Repair Facility Trash. Contact Aaron Lennon, Phone: 986-5505 or proposed alternative
- e) Picnic Tables:

- (i) Picnic tables: provide a hard surface area for at least 1 picnic table, ideally accessible off the existing hard surface area.
- (ii) Product: DuMor Recyled Plastic Picnic Table 100-68 PL (surface mount or in-ground mount) or approved equal in accordance with B8. Contact: GAT Home Company Ltd. - Neil Buller 943-5050

f) Construction Methods

- (i) Install according to manufacturers recommendations.
- (ii) Install tables and benches on a hard surface base: Asphalt or concrete
- (iii) All furnishings and fixtures to be installed plumb and true to correct elevations and location, as directed by the Contract Administrator. The Contractor shall confirm proposed locations of all Site furnishings with Contract Administrator prior to installation.
- (iv) All furnishings and fixtures to be carefully handled so that no parts will be bent, broken, or otherwise damaged. Hammering, which will injure or distort fixture, is prohibited.

E4.8.6 Land Drainage

- a) Land Drainage shall form a part of the overall Site redevelopment for both the water basin/spray pads area and for the ancillary spaces, as necessary to comply with the regulations of the authority(s) having jurisdiction.
- b) Drainage shall not be directed to sheet or swale toward riverbanks

E4.9 Mechanical System Design Guidelines

E4.9.1 General:

- a) Applies to all plumbing and electrical Work within, between and relating to the vault and the Spray pad area.
 - (i) This includes provisions for a water quality management system Waterplay above ground control vault Model AG - or approved equal in accordance with B8 designed by Vortex or Waterplay (or approved equal in accordance with B8) including feature pumps, filtration pump, filter unit, chlorine and acid injection pumps and monitoring system, primary control system including activation switch, timers, electronic sequencer(s) and wiring schematics, controllers, valveing, pressure regulators, ball valves etc.
- b) Ventilation systems shall be designed to meet current standards described by A.S.H.R.A.E and applicable
- c) Work to be performed by journeyman skilled tradesmen to the satisfaction of the Contract Administrator.
- d) All plumbing and electrical must comply to all regulatory authorities that have jurisdiction and manufactures recommended practices.
- e) Designs will respect the use of the areas and ensure the comfort and safety of the occupants
- f) 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 Alkyd Gloss Enamel.
 - (iii) CAN/CGSB-24.3-[92], Identification of Piping Systems.
 - (iv) CAN/CGA B149.1-[M95].
 - (v) CAN/CGA B149.2-[M91].

E4.9.2 Controls:

- a) Low lifecycle cost:

(i) The most desirable system will have a low lifecycle cost, considering initial investment, daily operations, and maintenance.

- b) System to drain away so that there is no standing water at any time.
- c) Must comply with current Health regulations for water quality.

E4.9.3 Piping

- a) All water lines must have proper slope and drain capability and blow out valves for fall servicing.
- b) Water service:
 - (i) to be sized to suit proposed design requirements
 - (ii) Water supply line to water play park to have a separate water meter and back flow prevention device from source
- c) Drain lines: sized to permit draining of basin to prevent any standing water
- d) All underground piping to be a minimum of schedule 80

E4.9.4 Drains:

- a) Basin to have minimum two (2) anti-vortex drains complete with secured covers
- b) Deck drains to be a minimum 50 mm diameter and schedule 80 piping.
- c) Deck drains, access lids, frames etc. to be hot dipped galvanized
- d) To be heavy duty non-corroding metal alloy or equally durable fibreglass or plastic construction.

E4.9.5 Metering

- a) Spray Pad to run off a separate water meter from the rest of the park and building

E4.9.6 Mechanical Rooms River Heights C.C. / Provencher Park / Fort Rouge Park

- a) Mechanical rooms at the above noted locations are not to be used. All mechanical devices and services are to be located at the above ground vaults. The entire room is available for Waterplay park mechanical system, however, it is preferred if only a portion of the room was used, in order to retain some space for storage
- b) Disconnect, dismantle and remove all redundant mechanical devices and materials that are not required from mechanical room. Salvage all equipment and notify Contract Administrator five days prior to pick up
- c) Mountings must be structurally designed.
- d) Pits, if proposed, must be accessible easy maintenance and operation and have vandal resistant lockable entry point.
- e) It is preferred that controls be wall mounted for easy access.
- f) Ensure that all equipment, fixtures and devices requiring normal maintenance and or cleaning are mounted such that they are fully serviceable. Provide necessary isolation access doors, union fittings and the like.

E4.9.7 Operation and maintenance manual to be provided

- a) Provide three (3) bound copies of manuals detailing the operation and maintenance instructions for all elements of the construction, in accordance with E6.2.

E4.9.8 Training

- a) Provide training on the operation and maintenance of the proposed system in accordance with E6.3.

E4.10 Electrical

- (a) All electrical equipment must be C.S.A. approved
- (b) Related to Mechanical system requirements

- (c) Related to Site lighting upgrades and or alterations
- (d) Grounding of all components within water play area
- (e) 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.

E5. CONSTRUCTION

E5.1 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 Works in accordance with the design produced in accordance with Clause E5.
- (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, modifications, deletions, 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 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 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.
- (f) The Contractor shall perform selective demolition as specified in the design and in accordance with local regulations relative to the disposal of waste materials.

E5.2 Office Facilities

- (a) The Contractor shall supply office facilities meeting the following requirements:
 - (i) basic office space, furnishings and services such as desks, chairs, tables, file cabinets, light, heat, water and telephone.

E5.3 Tree Protection

- (a) Shall cover the protection of existing trees including boulevard trees, within the limits of Work as indicated on the Drawings.
- (b) The Contractor shall protect existing trees in areas where excavation Work is being done.
- (c) The Contractor shall not stockpile materials and soil or park vehicles and equipment within two (2) metres of trees.
- (d) Mature tree trunks of existing trees shall be strapped with 25 x 150 x 2,400 mm wood planks. Smaller trees shall be similarly protected using appropriately sized wood planks.
- (e) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
- (f) Operation of equipment within the dripline of the trees shall be kept to the 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 stockpiles within

the driplines of trees. The dripline 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.

- (g) Work on Site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to tree branches does occur, the Contractor shall prune the damaged branch and coat the cut with an appropriate wound dressing to prevent infection.
- (h) 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 designate.
- (i) Elm trees cannot be trimmed between April 1 and July 31, inclusive.

E5.4 Concrete Work

- (a) All Spray pad area construction shall be in accordance with the Canadian Electrical Code (latest)
- (b) Sampling: Contractor shall prepare a 900 mm x 900 mm sample of the intended surface finish specified for review by the Contract Administrator prior to pouring of concrete pavement.

E5.5 Shop Drawings

- (a) Shop Drawings to be reviewed by the design professional responsible for the design, prior to submitting to the Contract Administrator.
- (b) Submit, shop drawings and equipment catalogue data and manufacturer's installation operating and maintenance instructions for approval of the following items:
 - (i) Disconnect switches and fuses
 - (ii) Over-current devices, including ground fault interrupting 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) Specialty products
 - (x) Drains/covers
 - (xi) Site furniture/structures

E5.6 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 Contractor Administrator and to his representatives
- (b) Such specifications and drawings shall 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.

E6. COMMISSIONING

E6.1 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 prior to the date of Total Performance specified herein.
- (c) The Contractor shall provide the Contract Administrator with 48 hours notice prior to commencing the start-up and winterizing procedures in order that City staff may attend if so desired.

E6.2 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 detailing the operation and maintenance instructions for all elements of the construction including:
 - (i) Manufactures' written instructions, warranties, shop drawings, schedules, wire diagram and a listing of persons to contract for repairs during the warranty period.
 - (ii) Descriptions of day-to-day operations, preventive maintenance, annual and periodic maintenance, and procedures for seasonal shutdown and start-up.

E6.3 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 at a minimum a half day in duration.