



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 270-2008

**DESIGN AND CONSTRUCTION – WADING POOL WATERSLIDES AND RESILIENT
RUBBER SAFETY SURFACING AT VARIOUS COMMUNITY CENTRES AND PARKS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 DESIGN AND CONSTRUCTION – WADING POOL WATERSLIDES AND RESILIENT RUBBER SAFETY SURFACING AT VARIOUS COMMUNITY CENTRES AND PARKS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 2, 2008.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.

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

B3.3 The Bidder is responsible for determining:

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

B4. OVERVIEW AND BACKGROUND INFORMATION

B4.1 The existing 15 City wading pool waterslides were inspected by the Public Works Department in the Spring of 2003 and was determined at that time that waterslide repairs were required for 6 sites and that the remaining 9 wading pool slides be permanently removed. Based on the evaluation of the slide's condition, age, availability of parts, concerns regarding wood preservatives and ongoing cost of repairs it was determined that they be removed to ensure public safety.

B4.2 Certified playground inspectors from Centralized Park Services conducted an audit of the existing 15 water slide structures in April, 2003. The audit concluded with the following results: 6 units require repair prior to the commencement of operation and those 9 units are unsafe and the recommendation is for removal. The Canadian Standards Association publication Children's playspaces and equipment CAN/CSA Z614-98 was the document utilized as a reference for the audit.

B4.3 The new commercial grade water slides shall be located on the existing wading pool hard surface decks surrounding the pool basin and the termination of the slides shall be located within the wading pool concrete basins.

- B4.4 The intent is to build new slides with water supply to them and constructed within the existing space enhancing the enjoyment and the safety of users.
- B4.5 The intent is for the new slides to be constructed of durable and corrosion resistant materials which will provide good service and minimum maintenance for a 20 year expected life.
- B4.6 The new slides shall conform to the Manitoba Building Code 2006 and designed in accordance with the latest edition of the Canadian Standards Association publication CAN/CSA Z614-07 "Children's playspaces and equipment" regulations for playgrounds in public play areas.

B5. ENQUIRIES

- B5.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- B5.2 If the Bidder finds errors, discrepancies or omissions in the proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B5.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- B5.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B5.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B5.6 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 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 may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B18.

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 shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
 - (c) Form G1: Bid Bond and Agreement to Bond, or
Form G2: Irrevocable Standby Letter of Credit and Undertaking, or a certified cheque or draft.
 - (d) Team/Project experience and Methodology, Conceptual Design and Systems Description.
- B9.2 Further to B9.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B8.
- B9.3 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B9.4 Bidders are advised not to include any information/literature except as requested in accordance with B9.1.
- B9.5 Bidders are advised that inclusion of terms and conditions inconsistent with the proposal document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B9.6 The Proposal shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B9.6.1 Samples or other components of the Proposal which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B9.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B9.8 Proposals 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 should 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 and the Contract, when awarded, shall be both joint and several.

B11. PRICES

- B11.1 The Bidder shall state the lump sum price in Canadian funds for the Work on Form B: Prices.

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

- 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 wading pool waterslides and safety surfacing 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.
 - (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 waterslides, safety surfacing and water supply lines;
 - (ii) Perspectives, sketches, details, and other submissions to illustrate the proposed design;
 - (iii) Waterslide component description and resilient rubber safety surfacing and/or graphic or catalogue reference;
 - (iv) Mechanical & electrical system schematics developed in sufficient detail to describe the intended operation;
 - (v) Location of site furnishings and lighting (if deemed part of the proposal).
 - (vi) A brief description of how the waterslide components will operate.
 - (vii) Any other information that the Bidder deems pertinent.

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; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).

B13.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B13.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

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 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.

B14.1.2 All signatures on bid securities shall be original, and shall be witnessed or sealed as required.

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 Proposals 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 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.

B15.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his submission upon written request to the Contract Administrator.

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 C22.5, 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 will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 12 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B17.1.3(b), 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; 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 B13:
 - (i) mandatory qualifications (pass/fail);
 - (c) Total Bid Price (shall not exceed price stated on Form B: Prices) (30%);
 - (d) Team/Project Experience and Methodology, Conceptual Design and Systems Description, and Economic Analysis (70%):
 - (i) Team/Project Experience and Methodology (30%)

(ii) Conceptual Design and Systems Description (40%)

- 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 or minor informalities or irregularities 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 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 lump sum price shown on Form B: Prices.
- B20.4.1 If there is any discrepancy between the lump sum price written in figures and the lump sum price written in words, the price written in words shall take precedence.
- B20.4.2 The Total Bid Price shall be evaluated with a weighting on 30 points out of a total of 100 possible points. As such, the lowest Bidder shall receive the full 30 points, and the second lowest Bidder and subsequent Bidders shall be pro-rated accordingly.
- B20.4.3 Further to B20.1.c) the Award Authority may reject a Bid as being non-responsive if it exceeds the amount stated on Form B: Prices.
- B20.5 Further to B20.1(d), the Team/Project Experience and Methodology, Concept Design and Systems Description will be evaluated based upon the information provided. Each proposal will be assigned a score weighted on the basis of 70 points out of 100 possible points reflecting the suitability of the Team/Project Experience and Methodology, Conceptual Design and Systems Description.
- B20.6 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, 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

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of design, construction and commissioning, delivering and installing seven functional and fully operational commercial grade waterslides 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 waterslide which shall be compatible and consistent with each other;
- (b) Delivery and installation of seven waterslides and water supply to them at the following Community Centre and Parks locations;
 - (i) Riverview C.C. – 90 Ashland Avenue
 - (ii) Earl Grey C.C. – 360 Cockburn Street N.
 - (iii) Valour C.C. (Satellite Site: Isaac Brock) – 715 Telfer Street N.
 - (iv) Pascoe Park – 155 Jordan Street
 - (v) Shaughnesy Park – 74 Tyndall Avenue
 - (vi) Roosevelt Park – 534 Elgin Avenue
 - (vii) Weston Park – 299 Lock Street
- (c) Commissioning of seven waterslides; and
- (d) Supply and installation of resilient rubber safety surfacing beneath waterslide structures and associated site works.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator for the City of Winnipeg, represented by:

Lou Chubenko
Project Officer II
Building Services Division
Planning, Property and Development Department
100 Main Street, Winnipeg, Manitoba R3C 1A4

Telephone No. (204) 470-7881
Facsimile No. (204) 986-7311

D3.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4. NOTICES

D4.1 Except as provided for in C23.2.2, 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
3rd Floor, 185 King Street
Winnipeg, MB R3B 1J1

Facsimile No.: (204) 947-9155

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

D5.1 Further to C6.11, 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 C6.10, the Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.

D5.3 Further to C23.2, all notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.

D5.4 Further to C6.24, all Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.

D5.5 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) inclusive, with the City Of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) If required, Automobile Liability Insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) to be retained at all times during the performance of the Work and until the date of Total Performance;
- (c) All risks course of construction insurance in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and The City of Winnipeg, 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 City Solicitor with a certificate of insurance of each policy, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

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.

D8.5 All contractors, subcontractors, consultants and sub consultants engaged for the Project are responsible for insuring their own equipment and tools used on the Project.

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 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 and prior to the commencement of any Work on the Site.

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 seven (7) Calendar Days from notification of the award of 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 Proposal.

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.

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 on the Site.

D12.2 The detailed work schedule shall consist of the following:

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

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 wading pool waterslide;
- (b) Site preparation for new waterslides;
- (c) Construction of the waterslide;
 - (i) Mechanical systems
 - (ii) Installation of components
 - (iii) Installation of resilient rubber safety surfacing beneath waterslide structure; and
- (d) Commissioning of waterslide (includes training).

SCHEDULE OF WORK

D13. COMMENCEMENT

D13.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

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 of authority to carry on business specified in D6;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (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;
- (vii) the detailed work schedule specified in D12; and
- (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 on the Site within seven (7) Working Days of receipt of the notice of award.

D14. SUBSTANTIAL PERFORMANCE

D14.1 The Contractor shall achieve Substantial Performance by October 17, 2008.

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 reinspected.

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 October 24, 2008.

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 reinspected.

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 and fifty dollars (\$250.00) 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 damages 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 C6.23, 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 C12, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to C12.3, in which case it shall expire when provided for thereunder.

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. 270-2008

DESIGN AND CONSTRUCTION – WADING POOL WATERSLIDES AND RESILIENT RUBBER SAFETY SURFACING AT VARIOUS COMMUNITY CENTRES AND PARKS

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)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)
(See D9)**

(Date)

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

RE: PERFORMANCE SECURITY – RFP NO. 270-2008

DESIGN AND CONSTRUCTION – WADING POOL WATERSLIDES AND RESILIENT RUBBER
SAFETY SURFACING AT VARIOUS COMMUNITY CENTRES AND PARKS

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM I: DETAILED PRICES
(See D10)

DESIGN AND CONSTRUCTION – WADING POOL WATERSLIDES AND RESILIENT RUBBER SAFETY SURFACING AT VARIOUS COMMUNITY CENTRES AND PARKS

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1.	Design Services		L.S.			
2.	Schematic Design		L.S.			
3.	Design Development		L.S.			
4.	Construction Documents		L.S.			
5.	Contract Administration		L.S.			
6.	Commissioning		L.S.			
7.	Construction (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)		L.S.			

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS, STANDARD DETAILS AND DRAWINGS

- E1.1 These Performance Specifications shall apply to the Work.
- E1.1.1 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.1.2 *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>.
- E1.1.3 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2 Further to C:2.4(e), Specifications included in the Request for Proposal shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following Drawings are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
L1	Winnipeg Wading Pools
L2	Site Plan – Shaughnessy Park Location of Previous Waterslides – Removed in 2003
L3	Site Plan – Pascoe Park Location of Previous Waterslides – Removed in 2003
L4	Site Plan – Weston Park Location of Previous Waterslides – Removed in 2003
L5	Site Plan – Roosevelt Park Location of Previous Waterslides – Removed in 2003
L6	Site Plan – Valour C.C. Location of Previous Waterslides – Removed in 2003
L7	Site Plan – Earl Grey C.C. Location of Previous Waterslides – Removed in 2003
L8	Site Plan – Riverview C.C. Location of Previous Waterslides – Removed in 2003
F18	Playing surface details
F20	Guardrail or protective barrier openings
F21	Adjacent platform requirements
F22	Protective surfacing
F30-31	Protective surfacing and no encroachment zones
F35-36	Height/length ratio of the sliding surface\ Details of the slide cross-section
F37-38	Details of the sidewall height and width\ Details of the slide exit section
F39-40	Height of the exit region\ Slide clearance

E2. PROJECT SEQUENCING

- E2.1 The Contractor is advised that the City anticipates sequencing as follows:
- (a) Design
- (i) The Contractor shall upon award of the Contract meet with the Contract Administrator to clarify and confirm the conceptual design submitted in the Contractor's proposal.
 - (ii) Review during the design phase is anticipated and will be negotiated at a rework meeting.
 - (iii) The Contractor shall submit drawings for review at the 75% stage and again at the 100% construction drawing and specification stage.
 - (iv) Approval in writing by the Contract Administrator shall be obtained before proceeding forward.
 - (v) The Contractor must obtain the Contract Administrator's approval prior to submitting the plans to the City Health Department and any other required agency for permits.
 - (vi) Approval must also be obtained from the Contract Administrator prior to making changes to any approved plans, specifications or work schedules.

- (b) Construction
 - (i) Installation of the new slides shall take place after summer wading pool season (August 29, 2008).
- (c) Commissioning
 - (i) Operation and Maintenance Manuals and staff training shall be completed prior to Substantial Performance.

E2.2 Key Project Contacts

- (a) The Contract Administrator shall be the contact for all project inquiries and co-ordination.
- (b) The Contract Administrator shall direct inquiries of a technical nature to the appropriate person.
- (c) The Contract Administrator shall act as a liaison to introduce the Contractor to the various authorities having jurisdiction over aspects of the project, and whose approvals will be required to install and operate the waterslide.

E3. DESIGN

E3.1 Design Services

- (a) The Contractor shall provide expert design services as required in order to:
 - (i) Obtain approvals from the necessary authorities having jurisdiction over the various aspects of the design, construction and operation of the waterslide, including but not limited to:
 - (i) City of Winnipeg, Environmental Health Services Branch;
 - (ii) City of Winnipeg, Zoning and Permits Branch;
 - (iii) Province of Manitoba, Manitoba Health;
 - (iv) Other agencies as may be applicable.
 - (ii) Preparation of design drawings, specifications, documentation and instructions required for completion of the Work.
 - (iii) Design to meet or exceed the minimum standards set out in The City of Winnipeg Standard Construction Specifications and in accordance with CAN/CSA Z614-07 "Children's playspaces and equipment" regulations for playgrounds in public play areas.
- (b) Design Team Qualifications
 - (i) Utilize professionals where required by legislation.
 - (ii) A Professional Engineer registered to practice in the Province of Manitoba shall be responsible for all structural, mechanical designs and shall seal all appropriate documents.
 - (iii) Utilize professionals expert in the appropriate field as required to design the Work.
- (c) Provide sealed drawings and specifications in accordance with local legislation.
- (d) Provide inspection services relative to each professional discipline and as otherwise required 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) Provide 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.

E3.2 Guiding Principles

- (a) Vision – to provide an imaginative and enjoyable waterslide with water supply feature at the slide flume in a cost effective manner and within a safe environment. The intent is for the new waterslide to be substantially different from the one it replaces.
- (b) The slide is intended for a user group between the ages of 18 months to 12 years.
- (c) The slide shall be situated with the entry on the existing hard surface pool deck aprons and termination within the concrete wading pool basins.
- (d) Enhanced safety features shall be a high priority. Guards shall as far as possible prevent falls and shall under all circumstances prevent users from gaining access to, or climbing on the exterior surfaces of the slide structure. Walking surfaces shall have maximum slip resistance.
- (e) Design of the slide and supporting structures as well as railings shall be such as to eliminate as far as possible protruding corners or peaked edges and shall in general provide the greatest protection possible from injuries resulting from falling or otherwise coming in contact with structures.
- (f) Rates of descent on slides shall not be so great as to create hazards to users.
- (g) Designs shall follow The Public Health Act (C.C.S.M. cP210) Manitoba Regulation 132/97 and subsequent amendments as they relate to design, construction and mechanical operation of the waterslide.
- (h) The design of the waterslide is intended to enhance the overall use and appearance of the entire wading pool and site.

E3.3 Existing Conditions

- (a) The wading pool and surrounding decks are constructed of 150 mm thick cast-in-place concrete with steel rebar reinforcing and which has a water depth of no more than 60 cm (23.62 inches). The typical wading pool is 15.24 meter (50 feet) in diameter and consists of a minimum width of 1.3 meter (4.2 feet) of unobstructed, hard surface deck surrounding the pool basin. The perimeter concrete curb has a depth of 200 mm (8 inches).
- (b) The deck of the wading pools is provided with drains that effectively prevent ponding of water.
- (c) Each site has a wading pool building which consists of washroom facilities, pump house, mechanical and electrical services.
- (d) The existing wading pools are used for recreational purposes for preschool children and young children.
- (e) The existing water pumping systems, along with related mechanical/electrical services, are located in the service building located on each site. The pump, filter and control valves are situated in the pump house portion of the buildings.
- (f) The chlorination of water for the slide is provided by the general chlorination system for the pool.

E3.4 Design Guidelines

E3.4.1 General Requirements

- (a) The design and construction shall be compliant with all Regulations and Codes as required by the relevant authority having jurisdiction over each aspect of the Work.
- (b) The design shall provide maximum safety for users of the commercial grade waterslide as well as users of the wading pool when in and around the slide structure.
- (c) The design shall utilize the existing concrete or asphalt aprons of the pools as an entry point and the exit point for the commercial grade waterslide shall be located in the wading pool basin. The intent is for the Contractor to provide an imaginative design which will create an exciting attraction, enjoyable for the users.

- (d) Slides shall meet the same requirements as all other playground equipment in general. They may be designed to be used by one child at a time or by several. Slides may provide a wavy, curved or spiral descent by means of an open slide bed.
- (e) Handrails or other means of hand support shall be provided at the sliding section entrance to facilitate the transition from standing to sitting.
- (f) At the slide entrance, there shall be a means to channel the user into a sitting position.
- (g) The height/length ratio of the sliding surface shall not exceed 0.577 (refer to Figure 35).
- (h) No span of the sliding surface shall have a slope that exceeds 50 degrees from horizontal.
- (i) Slides with flat open chutes shall have sidewalls with a height of 100 mm (3.94 inches) or greater that extend along both sides of the chute for the entire length of the sliding surface (refer to Figure 35).
- (j) The internal diameter of the tube slides shall be 575 mm (22.64 inches) or greater. The exit section shall have sufficient slope to not trap water. The length of the exit section shall be a minimum of 275 mm (10.83 inches). The end of the slide shall be rounded to a minimum radius of 10 mm (0.39 inches), with no sharp edges (refer to Figure 38).
- (k) For slides with an elevation not greater than 1.2 meter (47.24 inches), the slide exit height shall be not less than the finished grade and not greater than 275 mm (10.83 inches) above the protective surfacing. For slides with an elevation greater than 1.2 m (47.24 inches), the height of the exit end sliding surface shall be between 175 and 380 mm (6.89 and 14.96 inches) above the protective surfacing (refer to Figure 39).
- (l) The support posts shall be supported in a manner that will provide the greatest safety and best corrosion resistance. The preferred method of support for the posts is through the concrete or asphalt deck below grade.
- (m) Adequate bracing shall be used to provide the required stability to the slide and resist both vertical movement and sway.
- (n) Materials and finishes proposed shall be resistant to the unique corrosive environment of a swimming pool and shall provide years of service with minimal maintenance.
- (o) Structural members may be galvanized carbon steel, fibre composite or stainless steel as appropriate to their location and use in the slide.
- (p) Galvanized carbon steel shall not be hot dip galvanized to standard G164 on all external and internal surfaces. Where touch ups may be required, such as for in-place welded connections, they shall be applied hot, using zinc solder overlay.
- (q) Where fibre composite structural members are included in the design they shall be filament wound or otherwise constructed to provide the best performance and resistance to fatigue. Composite members shall be gel coated or other wise constructed to prevent exposure of slide or pool users to glass fibres.
- (r) Where stainless steels are used, they shall be of alloys specifically selected for a high degree of pitting resistance or restricted to locations where the chosen alloy will provide adequate performance.

E3.4.2 Waterslide – Slide Sections and Surfaces

- (a) The construction of waterslide plastic sections shall be rotationally molded of linear low density polyethylene (LLDPE) with ultraviolet inhibitor and anti-static additives. The plastic shall be smooth, wear resistant, and designed to resist chipping, wear and scratching and have a nominal wall thickness of 0.25 inches.
- (b) The joints between pre-fabricated sections shall be tight fitting with smooth transitions and shall be designed and constructed in such a way that no objects may be lodged or trapped in joints under any circumstances.

- (c) Provision shall be made for expansion and flexibility of slide components so that this movement does not result in open joints, chipping or potential entrapment of objects as described in (b) above.
- (d) The slide shall preferably begin with a closed top section to eliminate the possibility of users standing on the slide and attempting to ride down in a standing position. If the design does not incorporate a closed section the other suitable means shall be incorporated to avoid the above hazard.
- (e) The entire slide structure shall be designed to eliminate the risk of accidental head or neck entrapment.
- (f) The waterslide polyethylene section shall be designed in a manner that would enable the City to remove it after the wading pool season and store it during the off seasons.
- (g) Gates shall be provided to prevent access to the slide platform and polyethylene open bed slide when not in scheduled use.

E3.4.3 Resilient Rubber Safety Surfacing

- (a) Protective surfacing material shall be installed within the protective surfacing zone of each slide, and at minimum, shall meet the energy-absorbency requirement specified for the fall height of each component. The slide structure shall not be used until the protective surfacing has been installed.
- (b) The surfacing material in the protective surfacing zone shall have a g max not exceeding 200 and an HIC not exceeding 1000 when tested for defined fall height. The test methods specified in ASTM F-1292 and CEN EN 1177 are acceptable.
- (c) Critical Height – All slide structures with a fall height above the finished grade shall be located on a protective surface that extends around it to cover the protective surfacing zone. The surfacing material used within the protective surfacing zone of the piece of equipment shall have a critical height of at least the defined fall height.
- (d) Hard surfacing materials, such as asphalt or concrete shall not be considered suitable for use under and around slide equipment with any defined fall height.
- (e) Acceptable slide play structure safety surfacing materials are available in a unitary type. These materials include synthetic tiles or rubber mats or a combination of rubber like materials that are held in place by a chemical binder and rubber filler that may be poured in place and that cure to form a unitary shock absorbing surface. It can be installed on concrete or asphalt but must be used at suitable thickness and be well anchored. Test data shall be provided from the manufacturer and shall identify the critical height of the desired material, product performance, and life expectancy and maintenance requirements.
- (f) Winter weather conditions or being submerged under water for extended periods of time reduce the effectiveness of surfacing materials. These conditions shall be considered by the Contract Administrator.
- (g) The no encroachment zone shall extend at least 1.8 m (70.87 inches) beyond the protective zone and at the lower exit end of the slide end. Refer to Figures 22 and 31).

E3.4.4 Operational Expectations

- (a) Hours of Operation:
 - (i) Seven (7) days per week for 9 weeks per year;
 - (ii) Minimum daily hours: 9:00am –6:30pm.
- (b) User Loads
 - (i) Design in accordance with the Health Act (C.C.S.M. c. P210) Manitoba Regulation 132/97 regulation and Clause 9 (Structural Integrity) of CSA Z614-07 Children's playspaces and equipment.

E3.5 Mechanical System Design Guidelines

- E3.5.1 General:
- (a) Applies to all plumbing and electrical work within, between and relating to mechanical systems and waterslide area.
 - (b) Work to be performed by journeyman skilled tradesmen to the satisfaction of the Contract Administrator.
 - (c) All plumbing and electrical must comply with all regulatory authorities that have jurisdiction and manufactures recommended practices.
 - (d) Designs will respect the use of the areas and ensure the comfort and safety of the occupants.
- E3.5.2 Controls:
- (a) Pump controls shall be located in the service building, as coordinated with staff on Site.
- E3.5.3 Water Recirculation System
- (a) As required water recirculation system that will provide adequate supply for the waterslide features and operation, a filtration system to remove particulate contaminants, all of which meet local and provincial code requirements for human contact in public swimming pools.
 - (b) A system similar to existing facility
 - (i) Drawings review or site visit may be arranged upon request to Contract Administrator.
 - (c) Must comply with current Health regulations for water quality.
- E3.5.4 Mechanical Room
- (a) The existing pump area is located in wading pool service buildings or pump houses at each site and is available for waterslide mechanical system. Additions to the system should be kept in close proximity to existing equipment, allowing adequate space for required maintenance to be carried out.
 - (b) Equipment mountings must be designed by appropriate professionals to provide adequate structural capacity.
 - (c) Pits, if proposed, must be accessible easy maintenance and operation and have vandal resistant lockable entry point.
 - (d) It is preferred that controls be wall mounted for easy access.
 - (e) 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.
- E3.5.5 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 E5.2.
- E3.5.6 Provide training on the operation and maintenance of the proposed system in accordance with E5.3.
- E3.6 Electrical
- (a) All electrical equipment must be C.S.A. approved.
 - (b) Related to Mechanical system requirements.
 - (c) Grounding of all components within water slide area.

E4. CONSTRUCTION

E4.1 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 and CSA Standards Z614-07 "Children's playspaces and equipment". 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 there to 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.
- (g) Finishes: Contractor shall prepare a 300mm x 300mm sample of the intended surface finish specified for review by the Contract Administrator for platform decks, steps, etc. Surfaces shall be slip resistant under wet or dry conditions. Surface finishes must meet the requirements set by Health and Safety Standards and shall be low maintenance, resistant to the growth of mould or bacteria.

E4.2 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) Structural members, supports, and braces
 - (ii) Slide prefabricated sections, structural steel or aluminium sections for stairs
 - (iii) Electrical grounding/protection equipment
 - (iv) Cutting and asphalt and concrete details

E4.3 Record Drawings

- (a) The Contractor shall keep on the Site one (1) up-to-date copy of all specifications, drawings and bulletins pertaining to the Work, in good order, available to the Contract Administrator and to his representative.
- (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 state of the project.

E5. COMMISSIONING

E5.1 System Start-up

- (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) The Contractor shall provide the Contract Administrator with 48 hours notice prior to commencing the start-up procedures in order that City staff may attend if so desired.

E5.2 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) Manufacturers' written instructions, warranties, shop drawings, schedules, wire diagram and listing of persons to contract for repairs during the warranty period.
 - (ii) Descriptions of day-to-day operations, preventative maintenance, annual and periodic maintenance, and procedures for seasonal shutdown and start-up.

E5.3 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.