



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 1015-2013

**FOR THE DESIGN AND CONSTRUCTION OF POOL MODIFICATIONS AND
BUILDING AT ST. VITAL OUTDOOR POOL**

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Prices	4

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	2
B6. Addenda	2
B7. Substitutes	2
B8. Proposal Submission	3
B9. Proposal	4
B10. Prices	5
B11. Qualification	5
B12. Detailed Conceptual Site Design	6
B13. Detailed Conceptual Building Plans and Elevations	6
B14. Project Work Plan	7
B15. Opening of Proposals and Release of Information	7
B16. Irrevocable Offer	7
B17. Withdrawal of Offers	8
B18. Interviews	8
B19. Negotiations	8
B20. Evaluation of Proposals	8
B21. Award of Contract	10

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Definitions	1
D3. Contract Administrator	1
D4. Contractor's Supervisor	2
D5. Ownership of Information, Confidentiality and Non Disclosure	2
D6. Notices	2

Submissions

D7. Authority to Carry on Business	2
D8. Safe Work Plan	3
D9. Insurance	3
D10. Performance Security	4
D11. Subcontractor List	4
D12. Detailed Work Schedule	4

Schedule of Work

D13. Commencement	5
D14. Working Days	5
D15. Critical Stages	5
D16. Substantial Performance	6
D17. Total Performance	6
D18. Liquidated Damages	6
D19. Job Meetings	6
D20. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	7
D21. The Workplace Safety and Health Act (Manitoba) – Qualifications	7

D22. Safety	7
D23. Site Cleaning	7
D24. Inspection	8
D25. Deficiencies	8
Measurement and Payment	
D26. Payment	8
Warranty	
D27. Warranty	8
Form H1: Performance Bond	10
Form H2: Irrevocable Standby Letter of Credit	12
Form J: Subcontractor List	14

PART E - SPECIFICATIONS

General	
E1. Applicable Specifications and Drawings	1
General Requirements	
E2. Complete Project	2
E3. Work By Others	2
E4. Hazardous Materials	2
E5. Existing Services and Utilities	2
E6. Access to Site	2
E7. Site Condition	2
E8. Damage to Existing Structures, Trees and Property	2
E9. Permits, Notices, Licences, Certificates, Laws and Rules	3
E10. Stakes and Marks	3
E11. Pedestrian Safety and Traffic Management	3
E12. Protection of the Survey Infrastructure	4
E13. Tree Protection	4
E14. Layout of Works	5
E15. Existing Underground Services	5
E16. Product Approvals	6
E17. Damage to Streets and Structures	6
E18. Permits, Notices, Licences, Certifications, Laws, and Rules	6
E19. Construction Facilities and Staging	7
E20. Demolition	7
E21. Excavation, Removals, subgrade Compaction and Rough Grading	7
E22. Matching Existing Grades	9
E23. Repair Existing Pool	9
E24. Pool Construction	10
E25. Concrete Pool Deck	10
E26. Mechanical, Plumbing, and Electrical Systems	11
E27. Spray Features	13
E28. Pool Building	14
E29. Fencing and Gates	21
E30. Gravel Paving	21
E31. Concrete Curb	21
E32. Site Services	22
E33. Topsoil and Finish Grading	22
E34. Sodding	22
E35. Project Sequencing	22
E36. Design Phase	23
E37. Construction Phase	24
E38. Commissioning	25
E39. Consultant Services	25

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 FOR THE DESIGN AND CONSTRUCTION OF POOL MODIFICATIONS AND BUILDING AT ST. VITAL OUTDOOR POOL

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 12, 2014.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

- B3.1 Further to C3.1, the Bidder may view the Site without making an appointment.
- B3.2 The Bidder is advised that the gate is locked and snow will not be removed from the Site.
- 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/her Proposal or the performance of the Work.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.

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

B5. CONFIDENTIALITY

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

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>.

B6.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior

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

- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B7.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his/her 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.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B7.10 Notwithstanding B7.2 to B7.9 and in accordance with B8.5, deviations to terms and conditions inconsistent with the Proposal document shall be evaluated in accordance with B20.1(a).

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
 - (a) Form A: Proposal;
 - (b) Form B: Prices;
 - (c) Detailed Conceptual Site Design;
 - (d) Detailed Conceptual Building Plans and Elevations;
 - (e) Project Work Plan specified in B14.
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
 - B8.3.1 Bidders should submit one (1) unbound original (marked "original") including drawings and six (6) copies.
 - B8.3.2 Proposal format, including type of binding, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the

requested information for evaluation and other information which illustrates the strength of their team.

- B8.4 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B20.1(a).
- B8.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B8.6.1 Samples or other components of the Proposal which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B8.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.8 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B9. PROPOSAL

- B9.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her 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/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B9.4 Paragraph 11 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/her 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/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B9.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B9.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B10. PRICES

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 Notwithstanding C12.2.3(c), prices on Form B: Prices shall not include the Goods and Services Tax (GST), which shall be extra where applicable.

B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. QUALIFICATION

B11.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B11.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B11.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

- B11.4 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.
- B11.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.
- B11.6 Further to B11.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>)

B12. DETAILED CONCEPTUAL SITE DESIGN

- B12.1 The Bidder's team is requested to develop the detailed concept design and costing for the project based on the information in the RFP, conceptual drawings and other information provided.
- B12.2 Drawings shall include, at a minimum:
- (a) Site context drawings including location and configuration of the modified pool, new building(s), spray pad and slides in association with the site works as represented in the preliminary concepts provided, indication of site services, and any modifications, relocations, and connections that are required or will be considered beneficial.
 - (b) Perspective sketches, sections, details and other submissions sufficient to illustrate the nature and overall quality of the design and addressing the following:
 - (i) The overall quality of the design including integration with the surrounding park;
 - (ii) Concept and functionality of the design and its aesthetic appeal;
 - (iii) Quality, durability and warranty of materials;
 - (iv) Universal design/ Inclusive design;
 - (v) How the design will work within the constraints of the existing conditions.
 - (c) Spray feature descriptions and graphic or catalogue reference.

B13. DETAILED CONCEPTUAL BUILDING PLANS AND ELEVATIONS

- B13.1 The Bidder's team is requested to develop the detailed concept design and costing for the project based on the information in the RFP, conceptual drawings and other information provided.
- B13.2 Drawings shall include, at a minimum:
- (a) Building floor plans showing room areas and layout of fixtures with dimensions and notes for building materials
 - (b) Colour elevations of all sides of the building showing dimensions, floor heights, materials and finishes meeting or exceeding specifications.
 - (c) Mechanical and Electrical system schematics showing pool, spray, building equipment and systems.

- (d) Interior elevations/sections showing materials, fixtures and fittings meetings or exceeding specifications.

B14. PROJECT WORK PLAN

- B14.1 The understanding and approach to the delivery of the project and the tasks to complete the project on time and in budget are critical. The proposal at this stage should demonstrate the rationale of the design, which at a minimum includes:
- (a) Provide an understanding of the functional and technical issues and considerations, on the project requirements and budget.
 - (b) An organization chart identifying the major team members and showing the relationship, roles and responsibilities of the major team members who will perform the work.
 - (c) Provide a detailed methodology for each stage of the project. Specifics are to include a detailed description of tasks, task assignments, and responsibilities.
 - (d) Provide a proposed project work plan including a Gantt chart, identification of major stages of the work, critical dates and project milestones.
 - (e) Provide a methodology for delivering the project including
 - (i) schedule,
 - (ii) quality assurance,
 - (iii) budget control and assurance,
 - (iv) risk management,
 - (v) a description of the proposed commissioning process, and
 - (vi) a clear description of the training being proposed including; Identification of training staff; Syllabus; Number of training days for each session; Expected City supplied resources.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B15.1 Proposals will not be opened publicly.
- B15.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website 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/her 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 10 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 10 of Form A: Proposal.

B17. WITHDRAWAL OF OFFERS

- B17.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B17.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- 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 11 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 11 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/her Proposal after the Submission Deadline but before his/her 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.

B18. INTERVIEWS

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

B19. NEGOTIATIONS

- B19.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B19.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.
- 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 the amended Proposal as an alternative to the Proposal already 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 or acceptable deviation therefrom. (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11. (pass/fail)
 - (c) Total Bid Price; (40%)
 - (d) Detailed Conceptual Site Design (15%)

- (e) Detailed Conceptual Building Plans and Elevations (30%)
 - (f) Project Work Plan (15%)
 - (g) economic analysis of any approved alternative pursuant to B7.
- 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/her Proposal or in other information required to be submitted, that he/she 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 Further to B20.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B20.5 This Contract will be awarded as a whole.
- B20.6 Further to B20.1 (b), if, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.1(a) and B20.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B20.7 Further to B20.1 (c), the total bid price shall be evaluated with a weighting of 40 points out of a possible 100 points. As such, the lowest bidder shall receive the full 40 points, and the second lowest bidder and subsequent bidders shall be pro-rated accordingly. A bidder who exceeds the budget shown on Form B: Prices will receive zero points.
- B20.8 Further to B20.1(d) Detailed Conceptual Site Design will be evaluated in accordance with B12.
- (a) Connection of new pool deck to existing site to remain (5)
 - (b) Quality and nature & diversity of the play events and the interaction between components. Implementation of a consistent theme if a theme is deemed a part of the proposal (3)
 - (c) Use of universal design principles and overall site connectivity between uses, use of spaces and connection to park area (5)
 - (d) Quality, durability and warranty of materials (2)
- B20.9 Further to B20.1(e) Detailed Conceptual Building Plans and Elevations will be evaluated in accordance with B13.
- (a) Floor plan layout for best use of space and ease of circulation (10)
 - (b) Use of materials that meet or exceed specifications (5)
 - (c) Use of universal design principles (5)
 - (d) Connection of building design and function with the site (5)
 - (e) Quality, durability and warranty of materials (5)
- B20.10 Further to B21.1(f) Project Work Plan will be evaluated in accordance with B13.
- (a) Consideration of functional and technical issues (5)
 - (b) Clarity and appropriateness of Project delivery schedule (5)

(c) Consideration of project delivery methodology (5)

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/her Proposal upon written request to the Contract Administrator.
- B21.4 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B21.5 The Contract Documents, as defined in C1.1(n), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Construction*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The Work to be done under the Contract shall consist of the design and construction of pool modifications for beach entry and new building, site work, spray features, and building including demolition of an existing building and .
- D1.3 The major components of the Work are as follows:
- (a) Design of site works and building;
 - (b) Permitting for all works;
 - (c) Demolition of existing building;
 - (d) Construction of beach entry;
 - (e) Pool repair;
 - (f) Construction of pool deck;
 - (g) Design and construction of building;
 - (h) Design and construction of all mechanical and electrical work for pool, building and spray feature systems;
 - (i) Construction of parking lot expansion with concrete curbs;
 - (j) Removal and replacement of fence.

D2. DEFINITIONS

- D2.1 When used in this Request for Proposal:
- (a) "**Proposal**" means the offer contained in the Proposal Submission;
 - (b) "**Spray Features**" means small outdoor aquatic components that stimulate interactive and creative play. Spray features may include spray columns, water cannons, ground sprays, spray faces, spirals, loop-throughs, and themed structures such as flowers, trees, animals, nautical, etc. The spray features are to be incorporated into the beach entry as shown on the Conceptual Drawing. With zero water depth and a flat surface, the spray feature area conforms to Universal Access guidelines and eliminates the risk of drowning. Such Spray Features although usable by all ages, tends to service the 0-10 age group;
 - (c) "**Design Team**" shall refer to the contractors and consultants responsible for the design on the project. This shall include Engineers licensed to practice in Manitoba for each specific component of the project.

D3. CONTRACT ADMINISTRATOR

- D3.1 The Contract Administrator is McGowan Russell Group Inc., represented by:
Jackie Wilkie
Vice President
Telephone No. 204-956-0396
Facsimile No. 204-956-1265
- D3.2 Before commencement of Work, Ms. Wilkie will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.
- D3.3 Bids Submissions must be submitted to the address in B8.8

D4. CONTRACTOR'S SUPERVISOR

- D4.1 Further to C6, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.
- D4.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D4.2.1 Further to C5, Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. NOTICES

- D6.1 Notwithstanding C23.2.2, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
- The City of Winnipeg
Chief Financial Officer
Facsimile No.: 204 949-1174

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 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.

D8. SAFE WORK PLAN

- D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm> .

D9. INSURANCE

- D9.1 The Contractor and/or Consultant shall provide and maintain, at its own expense and cost, the following insurance coverage to remain in place at all times during the performance of the Work and throughout the warranty period:
- (a) Builder's risk insurance including testing and commissioning insuring 100% of the total project cost written in the name of the Contractor and/or Consultant and the City; to remain in place at all times during the performance of the Work and until the date of Total Performance
 - (b) General Liability Insurance in an inclusive limit of not less than \$2,000,000 for each occurrence for bodily injury, property damage, personal injury, and products and completed operations with a minimum \$5,000,000 general aggregate. Such policy shall add the City as an additional insured and include a cross liability or severability of interest clause, contractual liability, unlicensed motor vehicle liability, and non-owned auto liability.
 - (c) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (d) The Contractor and/or sub-contractor involved in the demolition work must provide comparable insurances that to outlined in D9.1 (b) and (c) above with the certificate of insurance for the general liability insurance to clearly state that "operations include demolition work"
- D9.2 The Consultant or sub-consultant(s) shall provide and maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per claim and \$1,000,000 in the aggregate. Such insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance;
- D9.3 The Contractor and/or Consultant shall be responsible for deductibles.
- D9.4 The Contractor shall require each of its Sub-Contractors to provide comparable insurance to that set forth under D9.1 (b) and (c)
- D9.5 The Contractor and/or Consultant shall provide the Contract Administrator with a certificate(s) of insurance for itself and for all of its Sub-Consultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the return of the executed Contract.
- D9.6 The Contractor and/or Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D9.7 All insurance policies required shall be with insurance companies registered in and licensed to carry on business in the Province of Manitoba.
- D9.8 The Contractor and/or Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

D10. PERFORMANCE SECURITY

- D10.1 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.
- D10.1.1 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.
- D10.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award and prior to the commencement of any Work on the Site.

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 C4.1 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 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;
 - (b) a Gantt chart for the Work based on the C.P.M. schedule; and
 - (c) a daily manpower schedule for the Work
- all acceptable to the Contract Administrator.
- 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:
- D12.4 Further to D12.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.
- D12.5 Further to D12.2(c), the daily manpower schedule shall list the daily number of individuals on the Site for each trade.

SCHEDULE OF WORK

D13. COMMENCEMENT

- D13.1 The Contractor shall not commence any Work until he/she 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 D7;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D8;
 - (iv) evidence of the insurance specified in D9;
 - (v) the performance security specified in D10;
 - (vi) the Subcontractor list specified in D11;
 - (vii) the detailed work schedule specified in D12, and
 - (viii) the detailed construction drawings have been approved by the City of Winnipeg
 - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
 - (c) permitting is in place for all construction
- D13.3 The City intends to award this Contract by March 31, 2014.
- D13.3.1 If the actual date of award is later than the intended date, the dates specified for Commencement, Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D14. WORKING DAYS

- D14.1 Further to C1.1(jj), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.
- D14.2 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.
- D14.3 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.
- D14.4 The Contract Administrator will furnish the Contractor with a daily record for each major type of work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged. This report is to be signed each day by an authorized representative of the Contractor.

D15. CRITICAL STAGES

- D15.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Design of pool, spray pad and building for City review complete by April 18, 2014.

- (b) Permitting application in place by April 25, 2014
- (c) Construction Start by June 16, 2014.

D16. SUBSTANTIAL PERFORMANCE

- D16.1 The Contractor shall achieve Substantial Performance by October 15, 2014.
- D16.2 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.
- D16.3 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.

D17. TOTAL PERFORMANCE

- D17.1 The Contractor shall achieve Total Performance by October 31, 2014.
- D17.2 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.
- D17.3 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.

D18. LIQUIDATED DAMAGES

- D18.1 If the Contractor fails to achieve critical stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Calendar Day for each and every Calendar Day following the days fixed herein for same during which such failure continues:
 - (a) Design of pool, spray pad and building(s) for City review complete - five hundred dollars (\$500.00);
 - (b) Permitting application in place - five hundred dollars (\$500.00);
 - (c) Construction start - five hundred dollars (\$500.00);
 - (d) Substantial Performance - one thousand dollars (\$1000.00);
 - (e) Total Performance - one thousand dollars (\$1000.00).
- D18.2 The amounts specified for liquidated damages in D18.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance or Total Performance by the days fixed herein for same.
- D18.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D19. JOB MEETINGS

- D19.1 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.

D19.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D20. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D20.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D21. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D21.1 Further to B11.6, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B11.6.

D22. SAFETY

D22.1 Further to C6, the Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D22.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D22.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work.
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated;
- (g) All confined spaces regulations are followed when working within the utility areas.

D23. SITE CLEANING

D23.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.

D23.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.

D23.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

D24. INSPECTION

- D24.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D24.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D25. DEFICIENCIES

- D25.1 Further to C11, the Contract Administrator may order the Contractor to alter or improve his methods, to increase or improve his Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.
- D25.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C18.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.
- D25.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.
- D25.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D25.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

MEASUREMENT AND PAYMENT

D26. PAYMENT

- D26.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D27. WARRANTY

- D27.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.
- D27.1.1 For the purpose of Performance Security, the warranty period shall be one (1) year.

- D27.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.
- D27.3 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

FORM H1: PERFORMANCE BOND
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

RFP NO. 1015-2013

FOR THE DESIGN AND CONSTRUCTION OF POOL MODIFICATIONS AND BUILDING AT ST. VITAL
OUTDOOR POOL

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

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

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

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

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

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

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D10)

(Date)

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

RE: PERFORMANCE SECURITY – RFP NO. 1015-2013

FOR THE DESIGN AND CONSTRUCTION OF POOL MODIFICATIONS AND BUILDING AT ST.
VITAL OUTDOOR POOL

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 (2007 Revision), International Chamber of Commerce Publication Number 600.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.

E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at: <http://www.winnipeg.ca/matmgt/Spec/Default.stm>.

E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.

E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.

E1.3 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
A0001	RFP for Design Build
A0010	General Requirements
A0011	Performance Specification Summary
A1010	Standard Foundations
B1010	Floor Construction
B1020	Roof Construction
B2010	Exterior Walls
B2020	Exterior Windows
B2030	Exterior Doors
B3010	Roof Coverings
B3020	Roof Openings
C1010	Interior Partitions
C3012	Epoxy Wall Coatings
C3015	Interior Ceiling Finishes
C3026	Interior Hard Floor Finishes
C3027	Epoxy Floor Coatings
C3040	Painting

<u>Appendix No.</u>	<u>Content</u>
A	Structural report on existing pool
B	Mechanical and Electrical reports for new pool systems
C	Room Data Sheets
D	Door and Hardware Schedule
E	CC Design Guidelines

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
CP-1	St. Vital Pool Conceptual Design
BSP-1	Building Schematic Plan
BSP-2	Building Space Program

GENERAL REQUIREMENTS

E2. COMPLETE PROJECT

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

E3. WORK BY OTHERS

- E3.1 The City of Winnipeg will have regular maintenance and pool staff working in the area. The Contractor is to ensure that all personnel have safe access to complete their works.
- E3.2 The consultants are to coordinate with Contract Administrator for all site design.

E4. HAZARDOUS MATERIALS

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

E5. EXISTING SERVICES AND UTILITIES

- E5.1 No responsibility will be assumed by the City or the Contract Administrator for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects, either underground or on the surface; the City and the Contract Administrator shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.

E6. ACCESS TO SITE

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

E7. SITE CONDITION

- E7.1 The Contractor shall examine the Site and make themselves familiar with the existing conditions (both above and below grade) and nature of Work to be done.
- E7.2 Surface and sub-surface conditions shown on the Drawings and included herein are provided for general information and variations there from shall not affect the terms of the Contract.
- E7.3 The Contractor shall set all necessary control lines, benchmarks, survey, elevation stakes and layout in accordance with the individual Site conditions and in consultation with the Contract Administrator.

E8. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY

- E8.1 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing trees, shrubs, sod, pavements, streets, roads, boulevards, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the Site of the Work. For all damage incurred in the performance of the Work (either directly or indirectly), the Contractor shall either replace and repair such

damage, whichever may be deemed necessary in the opinion of, and acceptable to the Contract Administrator, and the cost of which shall be borne entirely by the Contractor. The Contractor shall also indemnify and save harmless the City and the Contract Administrator from all claims made directly or indirectly against it in respect to any such damage.

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

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

E10. STAKES AND MARKS

- E10.1 The Contractor will mark, to the extent he determines to be necessary, the location, alignment and elevation of the Work by means of stakes or marks, for review and approval by the Contract Administrator. The Contractor shall make the completed Works conform to the lines and marks thus approved and indicated.
- E10.2 The Contractor shall notify the Contract Administrator immediately of the disturbance of any such stakes or marks. The cost of correcting any errors arising out of neglect of the Contractor to so notify the Contract Administrator shall be borne entirely by the Contractor, as well as the cost of replacing any disturbed stakes or marks.
- E10.3 Before commencing Work, the Contractor shall satisfy himself as to the meaning and correctness of all stakes and marks and no claims shall be entertained by the City on account of any alleged inaccuracies. If any error is suspected in the Drawings, Specifications or the directions of the Contract Administrator, Work shall be discontinued until the errors are rectified, but no claims shall be made on account of any delay occasioned thereby.
- E10.4 The Contractor shall determine and provide all dimensions and elevations measured from the stakes or marks.
- E10.5 The Contract Administrator shall be advised of the staking of the play area layout at least twenty-four (24) hours in advance in order that the layout may be inspected and adjusted as required prior to construction. The cost of correcting any errors arising out of neglect of the Contractor to so notify the Contract Administrator shall be borne entirely by the Contractor.

E11. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT

- E11.1 Further to CW 1130, the Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress is maintained to private properties while he is Working near them. Any damage caused by the negligence of the Contractor or his

SubContractors to the adjacent Works or properties, shall be promptly repaired by him at his own expense, to the satisfaction of the Contract Administrator.

- E11.2 The Contractor shall, during the construction of this project, maintain safe, accessible, access to the adjacent facilities at all times.
- E11.3 The Contractor shall isolate the work Site with temporary fencing. These shall be erected and maintained as required for the duration of the construction period.
 - (a) Orange safety fencing will not be accepted as sufficient to isolate the site.
- E11.4 Ambulance/Emergency vehicle access must be maintained at all times.
- E11.5 Site enclosures shall be considered incidental to the Contract Work.

E12. PROTECTION OF THE SURVEY INFRASTRUCTURE

- E12.1 Notwithstanding clause 4 "Protection of Survey Bars" of the Standard Provisions; Current legislation, The Surveys Act, places the onus on those undertaking construction to protect the Survey Infrastructure from damage as a result of their activity.
- E12.2 Further to C:6.26 (g), at least seventy-two (72) hours prior to the commencement of the On-Site Work the Contractor shall contact the City of Winnipeg, Geomatics Services Branch at 986-4826 (8:00 am to 4:00 pm Monday to Friday excluding holidays) to obtain underground clearance. Geomatics Services will locate and mark all known outline survey monuments and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.
- E12.3 Where a survey post, bar or control monument lies in the line of the proposed Work and must be disturbed, the Contractor shall provide the Contract Administrator with forty-eight (48) hours notice to permit referencing for future replacement, at no cost to the Contractor. Failure to provide the specified notice shall result in the Contractor paying for all costs associated with replacing or relocating the disturbed outline survey monuments and geodetic control monuments.
- E12.4 Survey monuments and geodetic control monuments at or adjacent to the Site, not in the line of the proposed construction that are damaged or disturbed by the Contractor shall be replaced or relocated by the City or its agent and all associated costs shall be paid for by the Contractor. An approximate estimate of the costs involved to restore a legal survey monument is \$1,000 per bar and \$3,000 per control monument. Contractors must ensure their landscaping and other subcontractors are aware of this clearance procedure and the potential restoration costs.
- E12.5 Where possible, amounts owed to the City in accordance with the above will be deducted from any payments to be made by the City to the Contractor.

E13. TREE PROTECTION

- E13.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing park trees within the limits of the construction area.
 - (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment within 2 metres of trees.
 - (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2400mm wood planks, or suitable protection as approved by the Contract Administrator.
 - (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.

(d) Operation of equipment within the drip line of the trees shall be kept to a minimum required to perform the Work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the drip lines of trees. The drip line of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.

E13.2 Where tree protection fencing is called for the Contractor shall install orange safety fencing with a minimum height of 1.2m using t-rail metal stakes at a maximum spacing of 2m o.c. Safety fencing shall be securely fastened to the trail stake.

E13.3 Contractor shall maintain tree protection fence until such time as construction is sufficiently well progressed as to ensure that vehicular traffic and movement of heavy materials is no longer necessary to complete the remaining works.

E13.4 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his/her designate.

E13.5 Tree protection shall be incidental to the work and will have no separate measurement and payment.

E14. LAYOUT OF WORKS

E14.1 The Contractor will Work from layout information provided in the construction drawings and will be responsible to provide a full time experienced survey crew to layout and continuously check the locations and elevations of all components and paving patterns of the Work included in this Contract.

E14.2 The Contractor must provide all necessary survey equipment in good operating conditions.

E14.3 The Contractor shall supply all materials (painting, stakes, ribbon, markers, etc) and labour necessary for the accurate location and setting out of the Work.

E14.4 From time to time the Contract Administrator may have a survey crew on the Site, but they will check the Work done by the Contractor's survey personnel only. The checking of the Work by the City's surveyors will not relieve the Contractor of any responsibility of the correctness of the Work. Should any structure or paving or any part thereof be installed in any location other than that shown on the Drawings, then the error shall be rectified by the Contractor all at his own expense and at the satisfaction of, and in a manner specified by the Contract Administrator.

E15. EXISTING UNDERGROUND SERVICES

E15.1 The Contractor's attention is drawn to the existing underground lines or services that may be located in the area of the Work.

E15.2 The Contractor shall take all necessary precautions when performing the Work to ensure that no damage is done to these existing services.

E15.3 No responsibility will be assumed by the Owner for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface, shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.

E15.4 All costs in connection with this item including location of the existing service, repairs to any existing services damaged by the construction operation, etc. shall be included in the unit prices bid for supply and installation of the items included under this Contract.

E15.5 The Contractor will be required to make his own arrangements in connection with the temporary use of lighting, power, gas, sewer, water or other utilities, and pay all costs in connection therewith.

E15.6 All necessary permits, fees and other like expenses as well as the cost of temporary connections to existing facilities shall be arranged and paid for by the Contractor.

E16. PRODUCT APPROVALS

E16.1 The Contractor shall, following award, prepare a complete list of all material to be used on the project and submit the list to the Contract Administrator seventy two (72) hours prior to start of construction.

E16.2 The Contractor shall only use material which has been approved by Specification CW 3710-R1 or by the Contract Administrator. The list shall provide the product, the manufacturer and the supplier.

E16.3 Other than required to be done by the Contractor under the Work of this contract, all necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing plant material, pavements, streets, roads, boulevard, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the Site of the Work. For all damage incurred thereto in the performance of the Work, the Contractor shall upon instructions from the Contractor Administrator, either replace or repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to the Contract Administrator and the costs of which shall be borne entirely by the Contractor.

E16.4 All workmanship and materials furnished and supplied under this Specification are subject to close and systematic inspection and testing by the Contract Administrator. The Contract Administrator reserves the right to reject any materials or Works which are not in accordance with the requirements of the Specifications.

E16.5 The Contractor shall be wholly responsible for the supply, safe storage, and handling of all materials set forth in this specification, and the control of all operations incidental thereto notwithstanding any inspection or approval that may have been previously given.

E17. DAMAGE TO STREETS AND STRUCTURES

E17.1 The Contractor is to be advised of the following existing Site features to be retained and protected to the City of Winnipeg Standards:

- | | | |
|-------------|-----------------------------|-----------------|
| a) trees | e) light standards | i) hydro poles |
| b) curbs | f) fire hydrants | j) catch basins |
| c) sidewalk | g) street signs | k) curb inlets |
| d) sod | h) all underground services | l) fences |

E18. PERMITS, NOTICES, LICENCES, CERTIFICATIONS, LAWS, AND RULES

E18.1 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.

E18.2 The Site Development Permits (including lot grading and damage deposits) will be obtained and paid for by Owner prior to commencement of construction. A copy of this permit will be provided to the Contractor upon award of Contract.

E18.3 The Contractor shall comply with all laws, ordinances, rules, and regulations that would relate to the Works.

E19. CONSTRUCTION FACILITIES AND STAGING

E19.1 The Contractor shall be responsible for providing his own storage and handling of all his/her construction operations. The use of public right-of-ways will not be allowed.

E20. DEMOLITION

E20.1 The existing building including foundation and basement is to be demolished and removed from the site.

E20.2 The Contractor is to arrange to have the gas and Hydro connections disconnected and meters removed by Manitoba Hydro.

E20.3 If hazardous materials are encountered during the Work of the contract, the Contractor shall stop all work and notify the contract administrator immediately. Removal of hazardous materials shall be dealt with by the Contractor with all appropriate safety considerations followed.

E20.4 All demolished materials will be the property of the Contractor and are to be removed from Site.

E20.5 Following demolition the site is to be cleared of debris for construction.

Measurement and Payment

E20.6 Demolition will be paid for at the contract lump sum price for "Demolition" as specified herein, which price shall be payment in full for performing all operations herein and all other items incidental to the Work included in this Specification.

E21. EXCAVATION, REMOVALS, SUBGRADE COMPACTION AND ROUGH GRADING

E21.1 This specification is supplemental to CW 3110 and CW 3170. The Work of this section comprises the furnishing of all labour, equipment and materials required to complete the excavation fill, grading and related Work including, but not necessarily confined to, the following:

- (a) Excavation, removals, disposal, subgrade compaction and rough grading of the existing Site for the construction of washroom building, pool upgrades, concrete sidewalk (pool deck), beach entry and associated works, expanded parking area, and sodded areas to the design requirements noted on the Drawings, approved on Site by the Contract Administrator, less the appropriate surface finish allowance.
- (b) Stockpile suitable, approved material on Site for reuse (clean topsoil, clean earth fill and gravel fill). Remove and dispose of unsuitable material.
- (c) Earthwork and Grading of the existing Site (cut and fill including supply, placement and compaction of subgrade and fill material) to ensure positive drainage in all paved areas, and swales and adjacent sodded/seeded areas.
- (d) Excavation, removals, and disposal of unsuitable subgrade and replacement with compacted granular base material.
- (e) Removal and disposal of existing chain link fence.
- (f) Removal and disposal of existing lights.

Materials

E21.2 All fill materials shall conform to CW 3170.

Construction Methods

E21.3 The Contractor shall remove and dispose of all, concrete paving and other surfaces within the area of work as required to construct all new site work.

E21.4 The Contractor will remove and dispose of existing fencing, including posts and concrete bases. Drawings as required for the construction of new site works.

- E21.5 The Contractor shall construct the Site within the limits indicated to the design elevations and gradients noted on the Drawings, less the appropriate surface treatment depths specified and shall excavate, remove and dispose of all unsuitable materials of whatever nature encountered.
- E21.6 The Contractor shall construct all sub-grades in accordance with Specification CW 3110. Excavation will be performed as per Item 9.1 of CW 3110. The Contractor shall remove existing pavement in accordance with 9.2 of CW 3110. Unsuitable Excavated material shall be disposed of as per Item 9.3 of CW 3110. All surplus material will be disposed of in accordance with Item 9.3 of CW 3110.
- E21.7 The Contractor shall restrict his activities strictly to within the limits of the Work, unless receiving prior written approval from the Contract Administrator. The Contractor shall take all precautions to prevent damage to traffic structures, pole lines, existing trees, Site services and adjacent property and he shall be liable for any damages occurring in the performance of this Work.
- E21.8 The Contractor shall examine the Site and make themselves familiar with the existing conditions and the nature of the Work to be done.
- E21.9 The Contractor shall prevent damage to surface or underground utility lines which are to remain and make good any damage.
- E21.10 The Contractor shall excavate to the design grades shown less the appropriate allowance for surface treatment and shall excavate, remove and dispose of all unsuitable materials of whatever nature encountered.
- E21.11 Excavated or graded materials to be approved before use as fill for grading Work. Protect such approved material from contamination. Stockpile in approved locations on Site. Protection and stockpiling are incidental to unit prices bid for excavation, removals and rough grading.
- E21.12 All foundations and concrete stairs, walks, etc. shall be removed to full depth to the satisfaction of the Contract Administrator. Fill all holes resulting from removals with compacted clay fill in sodded areas and compacted granular fill in paved areas.
- E21.13 The Contractor shall excavate topsoil as per CW 3170 Section 9.2. Topsoil excavation is incidental to the unit prices bid for excavation, removal and rough grading.
- E21.14 The Contractor shall ensure that upon completion of the removal operations the Site is left in a neat condition free from debris, etc. for approval by the Contract Administrator prior to placing base courses and clean fill.
- E21.15 Except for drainage swales, berms and embankments indicated, the design gradient for all other areas shall be considered to be straight grade between the design elevations shown. Changes in grade at swales, berms, embankments and field shall be gently contoured as directed by the Contract Administrator to provide future ease of grass mowing operation.
- E21.16 The Contractor is advised that there may be useable topsoil, clay and gravel fill on Site. All suitable material will be reviewed and approved by the Contract Administrator and then re-used on Site. The re-use of this material on Site may reduce the quantity of imported topsoil, gravel and clean earth fill required. The Contractor shall re-use existing Site material prior to delivering new material to Site.
- E21.17 No direct payment will be made for placing and grading of existing fill as all costs for this Work shall be included in the lump sum bid for rough grading within the limit of the Work.
- E21.18 Compaction shall include the use of sheep's foot or other suitable compaction equipment as approved by the Contract Administrator to achieve a minimum compaction of 98% Standard Proctor Density below all paved areas, and 95% Standard Proctor Density in all other areas disturbed under this Contract.
- E21.19 The Contractor shall construct the compacted sub-grade surface to the following minimum depths below the grades shown on the Drawings for each area:

- (a) Concrete Sidewalk 275mm
- (b) Gravel Parking Area 100mm
- (c) Sodded Areas 100mm
- (d) Beach Entry varies with slope

E21.20 Following earth moving, rough grading and compaction, the Work areas shall be fine graded to provide a maximum deviation of 50mm in 10 metres from the design grade with no low areas to hold water. The finished surface of all disturbed areas shall be dragged and smoothed in such a manner that there are no loose soil particles greater than 50mm in maximum dimension.

E21.21 The Contractor shall sawcut, remove and dispose of portions of the existing pool, deck and utility corridor for construction of the beach entry. This work shall include all work necessary to prepare the site for the construction of a structurally supported pool tank and installation of spray features. Contractor to provide details of all work in the construction drawings prepared for City review and approval.

Measurement and Payment

E21.22 Removal and disposal of all items as described herein and as required for new construction will be paid for at the contract lump sum price for "Removals" as specified herein, which price shall be payment in full for performing all operations herein and all other items incidental to the Work included in this Specification.

E21.23 Remove and dispose of existing chain link fence will be measured on a linear basis. The length to be paid for shall be the total number of metres removed in accordance with the specifications and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator.

E21.24 No separate measurement or payment shall be made for excavation and rough grading as this Work is incidental to the unit prices bid for supply and installation of the final surface treatment.

E21.25 Rough grading will be paid for at the contract lump sum price for "Rough grading" as specified herein, which price shall be payment in full for performing all operations herein and all other items incidental to the Work included in this Specification.

E22. MATCHING EXISTING GRADES

Wherever the proposed paving, or sod meets existing building edge, doorway, or property line, the Contractor shall construct the proposed element to an acceptable grade, as directed by the Contract Administrator, to ensure that proper drainage and accessibility are maintained.

E23. REPAIR EXISTING POOL

E23.1 The existing pool has been reviewed by Crosier Kilgour Partnership for the recommended structural repairs, including removal of existing coating. The Contractor is to review the report, as attached in Appendix A, and provide a detailed plan representing the required repairs and any further repairs they deem necessary in their construction drawings.

E23.2 Pool repairs are to include supply and installation of float line anchors for lanes and safety zones within the pool, all markings required for pool and deck, and all remedial work required for the installation of the diving boards.

E23.3 The Contractor shall supply and install a coating system for the entire pool area, following construction of beach entry, including all required markings for lanes, depths, clarity markers etc. as required by the City of Winnipeg and Manitoba Health.

E23.4 Coating system to be Aquafin 2K or approved equal.

- E23.5 Contractor to provide drawings stamped by a Structural Engineer licensed to practice in the Province of Manitoba indicating all proposed work.

Measurement and Payment

- E23.6 Repair of existing pool will be paid for at the contract lump sum price for "Repair existing pool" as specified herein, which price shall be payment in full for performing all operations herein and all other items incidental to the Work included in this Specification.

E24. POOL CONSTRUCTION

- E24.1 The Contractor shall construct a beach entry pool connected to the existing shallow end of the pool with all required coatings, anchors and markings as specified under E23.
- E24.2 Concrete pool to have a maximum slope of 8.33% to meet Manitoba Health regulations.
- E24.3 Contractor to include all piles as required to support pool and pool walls.
- E24.4 Pool to include all required railings to meet City of Winnipeg Accessibility Design Standards.
- E24.5 Contractor to sawcut, remove and dispose of existing concrete wall, deck and utility corridor for new construction.
- E24.6 Contractor to provide drawings stamped by a Structural Engineer licensed to practice in the Province of Manitoba for all proposed work and connections to existing structures.
- E24.7 All work to meet requirements for construction in Appendix A - Crosier Kilgour Partnership report, City of Winnipeg standards and Manitoba Building and Health codes.
- E24.8 Contractor to provide detailed information in the Engineering Design plan for all materials and structural designs.
- E24.9 Spray features to be installed in beach entry

Measurement and Payment

- E24.10 Construct beach entry will be paid for at the contract lump sum price for "construct beach entry" as specified herein, which price shall be payment in full for performing all operations herein and all other items incidental to the Work included in this Specification.
- E24.11 Coating system will be measured and paid on an area basis. The surface area to be paid for shall be the total number of square metres supplied in accordance with the specifications and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator.

E25. CONCRETE POOL DECK

Description

- E25.1 Further to City of Winnipeg Specification CW 3325 this section covers the construction of concrete pool deck that is to be a modified concrete sidewalk construction.
- E25.2 Materials to be to CW 3325.
- E25.3 Compacted base to be 150mm thick granular A base.
- E25.4 Sidewalk to be minimum 125mm thick with reinforcing mat.
- E25.5 Thickened edge of sidewalk will be incidental to the unit prices bid for concrete pool deck.
- E25.6 Contractor to include section of pool deck design in construction drawings.

Measurement and Payment

E25.7 Supply and installation of concrete pool deck will be measured and paid on an area basis. The surface area to be paid for shall be the total number of square metres supplied in accordance with the specifications and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator.

E26. MECHANICAL, PLUMBING, AND ELECTRICAL SYSTEMS

E26.1 The pool system is to be a heated recirculating system with dedicated tanks, filters, pumps, etc. for the new pool and spray features. Design of the system is to be approved by the Contract Administrator and City of Winnipeg prior to start of construction.

E26.2 Primary control system including activation switch, timers, electronic sequencers and wiring schematics, controllers, valves, pressure regulators, ball valves etc. shall be provided.

E26.3 The plumbing to follow the recommendations of the Nova 3 Engineering report for the Mechanical Scope of Work and Code review, as provided in Appendix B, provided that permitting can be obtained.

E26.4 Electrical works to follow the recommendations of the Nova 3 Engineering report for the Electrical Scope of Work and Code review, as provided in Appendix B, provided that permitting can be obtained.

E26.5 Contractor to relocate existing light pole in parking area for new construction. No separate measurement or payment will be made for this work.

E26.6 Contractor to include supply and installation of outdoor security lighting.

E26.7 Contractor to coordinate with Manitoba Hydro to provide new service and service point. All costs from Hydro to be borne by Contractor.

E26.8 Contractor to supply and install outdoor shower heads on stainless steel posts including all required drains, water lines, blow outs and connections for summer operation of showers with warm water.

E26.9 Ventilation systems shall be designed to meet current standards described by A.S.H.R.A.E. and applicable codes.

E26.10 Work to be performed by journeymen skilled tradesmen to the satisfaction of the Contract Administrator.

E26.11 All plumbing and electrical must comply to all regulatory authorities that have jurisdiction and manufactures recommended practices.

E26.12 All connections to existing services necessary to provide a complete working project shall be included. This includes, but is not limited to electrical, water, and sewer.

E26.13 Designs will respect the use of the areas and ensure the comfort and safety of the occupants.

E26.14 Mechanical markings to be in accordance with the following and approved by the Contract Administrator:

- (a) Canadian General Standards Board (CGSB).
- (b) CAN/CGSB-1.60[M89], Interior Alkyld Gloss Enamel.
- (c) CAN/CGSB-24.3[92], Identification of Piping Systems
- (d) CAN/CGSB-149.1[M95].
- (e) CAN/CGSB-149.2[M91].

E26.15 Controls:

- (a) Low lifecycle cost considering initial investment, daily operations, maintenance and expected lifespan.
- (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.

E26.16 Piping

- (a) All fittings to be galvanized or PVC. All fasteners to be stainless steel.
- (b) All water lines to have proper slope and drain capability and blow out valves for fall servicing.
- (c) Piping to include a shock arrester.
- (d) Drain lines are to be sized to permit draining of basin to prevent standing water.
- (e) All PVC underground piping to be minimum of schedule 80.
- (f) All supply lines to the features to be low pressure poly pipe approved for 100 psi.
- (g) Drain lines are to gravity drain to facilitate winterization.

E26.17 Mechanical

- (a) To be incorporated in building mechanical room.
- (b) Space is to accommodate mechanical systems with adequate clearance space.
- (c) Controls must be easily accessible.
- (d) Mountings must be structurally designed.
- (e) Ensure all equipment, fixtures and devices requiring normal maintenance and or cleaning are to be mounted such that they are fully serviceable. Provide necessary isolation access doors, union fittings and the like.
- (f) Pits, if proposed, must be accessible, easy maintenance and operation and have vandal resistant lockable entry point.
- (g) Site shall have a rain sensor control to limit the use of the site during rain events.
- (h) Site shall have a wind sensor mounted on the existing lights to limit spray during high wind.

E26.18 Operations and maintenance manual to be provided.

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

E26.19 Training

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

E26.20 Electrical

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

E26.21 Periodic review during the construction phase

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

Measurement and Payment

- E26.22 Mechanical and plumbing works for the building will be paid for at the contract lump sum price for "Building Mechanical" as specified herein, which price shall be payment in full for performing all operations herein and all other items incidental to the Work included in this Specification.
- E26.23 Electrical works for the building will be paid for at the contract lump sum price for "Building Electrical" as specified herein, which price shall be payment in full for performing all operations herein and all other items incidental to the Work included in this Specification.
- E26.24 Electrical and plumbing works for the building will be paid for at the contract lump sum price for "Building Electrical" as specified herein, which price shall be payment in full for performing all operations herein and all other items incidental to the Work included in this Specification.
- E26.25 Mechanical system for pool and spray features will be paid for at the contract lump sum price for "Pool Mechanical" as specified herein, which price shall be payment in full for performing all operations herein and all other items incidental to the Work included in this Specification.
- E26.26 Electrical system for pool and spray features will be paid for at the contract lump sum price for "Pool Electrical" as specified herein, which price shall be payment in full for performing all operations herein and all other items incidental to the Work included in this Specification.
- E26.27 Outdoor showers will be paid for at the contract unit price for "Outdoor showers" as specified herein, which price shall be payment in full for performing all operations herein and all other items incidental to the Work included in this Specification.
- E26.28 Security lighting will be paid for at the contract unit price for "Security lighting" as specified herein, which price shall be payment in full for performing all operations herein and all other items incidental to the Work included in this Specification.

E27. SPRAY FEATURES

- E27.1 Spray features to be included in the design of the beach entry.
- E27.2 In as much as is possible given constraints of budget and space, the design shall offer a mix of passive and interactive play
- (a) for all ages but specific anticipated user groups are 0-10 years and caregivers.
 - (b) Trip, entanglement, strangulation hazards must be avoided.
- E27.3 Consideration should be given to features/components that the community can identify with.
- E27.4 Water play components:
- (a) Shall be from one manufacturer to assure compatibility of spare parts for fixtures.
 - (b) Components are to include the following components or approved equal in accordance with B7:
 - (i) one tall tree or palm spray
 - (ii) one tall pale spray
 - (iii) one twisting tot spray pole
 - (iv) one tot dome spray pole
 - (v) ground sprays including gushing, geyser and high pressure streams to work in shallow water. Minimum 4 total.
 - (c) Minimum of moving parts
 - (d) Durable, vandal resistant anchors, finishes, treatments.
 - (e) Ease of maintenance.
 - (f) 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.

- (g) Bases/Connections should permit the ability to shift components to other bases located in beach entry.
- (h) Component design is to enhance the safety of the pool.

Measurement and Payment

E27.5 Supply and installation of spray features will be paid for at the contract lump sum price for "Spray features" as specified herein, which price shall be payment in full for performing all operations herein and all other items incidental to the Work included in this Specification.

E28. POOL BUILDING

E28.1 The specifications will cover the design, construction and finishing of a new building to house administration, washrooms, showers, lockers, guard offices, mechanical and storage facilities as shown on the conceptual building plans and to meet or exceed the specifications as listed in A000 Performance Sections Table of Contents and included herein.

Project Description

E28.2 A new summer outdoor pool support building with a gross program area of approximately 4,000 square feet (gross) [367 square metres] consisting of but not limited to the following:

- (a) Administration Area:
 - (i) Administration & ticketing office
 - (ii) Pool Supervisor's office.
- (b) Staff & Guard Area:
 - (i) Guard's office.
 - (ii) Staff room, change room, shower room and washroom.
 - (iii) First aid room.
- (c) Bather Preparation Area:
 - (i) Men's and Women's washrooms.
 - (ii) Specialty change rooms.
 - (iii) Individual shower/change rooms.
 - (iv) Indoor and outdoor lockers.
- (d) Services and Storage:
 - (i) Mechanical services and equipment room.
 - (ii) Storage room.

E28.3 A crawlspace.

E28.4 Heating, ventilation, cooling and exhaust air systems:

- (a) Heating to maintain a minimum temperature to prevent freezing of the building including crawlspace through all seasons.
- (b) Mechanical cooling to the following rooms:
 - (i) Administration & ticketing office
 - (ii) Pool Supervisor's office.
 - (iii) Guard's office.
 - (iv) Staff room, change room, shower room and washroom.
 - (v) First aid room.
- (c) Combination mechanical and natural ventilation to the following rooms:
 - (i) Men's and Women's washrooms.
 - (ii) Specialty change rooms.

- (iii) Individual shower/change rooms.
- (iv) Locker area.

E28.5 Water and sewer service connections.

E28.6 Electrical service, power, lighting and distribution/devices.

E28.7 Site development as per other sections.

Project Objectives

E28.8 Background

E28.8.1 This new outdoor pool support building is being constructed to replace the aging existing pool support building located on the north end of the pool. The existing building is to be demolished to make way for an expansion to the pool and additional site development work which includes a new splash pad area. The new building will be located on the east side between the renovated pool and new parking lot.

E28.9 Facility Function

E28.9.1 This building is to function primarily as a summer outdoor pool support building to provide services for bathers (families and individuals) and a station/workplace for the staff employed at the facility.

E28.10 Project Specific Priorities

E28.10.1 The building should be economical.

E28.10.2 Materials and systems should be commercial quality and selected for their simplicity, durability, vandal/abuse resistance, low maintenance requirements and low operational costs.

E28.10.3 The building should embrace Green Building Practices.

E28.10.4 The building shall take advantage of natural lighting where possible.

E28.10.5 The building is to be winterized - it will not be occupied during winter months, but it is to be heated to be kept from freezing.

E28.10.6 The building and its spaces must follow the 2010 City of Winnipeg Accessibility Design Standards.

E28.10.7 The minimum exterior height of building shall be 10'-0"

E28.10.8 The minimum interior finished ceiling height shall be 9'-0"

E28.10.9 Roof overhands shall be a minimum of 4'-0" around building perimeter. Exceptions shall be made where consideration in the design is made for natural daylight.

E28.10.10 Non-climbable structure.

E28.11 Adaptability and Flexibility

E28.11.1 This facility should be adaptable and flexible.

E28.11.2 Building systems and layouts should accommodate ease of use and minimal operational impact.

E28.11.3 Colours, particularly for pre-finished elements on the exterior should be restricted to standard colours that are not likely to be discontinued.

E28.12 Environmentally Responsible Design

E28.12.1 This facility shall be designed and constructed in an environmentally responsible manner, utilizing sustainable design concepts, systems and materials to the maximum extent

practical, in order to provide a facility that minimized adverse effects on the exterior environment, enhances the quality of the indoor environment and minimizes consumption of energy, water, construction materials, and other resources.

E28.13 Energy Efficiency

E28.13.1 Achieve a Manitoba Hydro Power Smart Building Designation:

- (a) Provide Owner with copies of signed letters to Manitoba Hydro of commitment from the engineer/architect design team stating that, to the best of the team's knowledge, the building:
 - (i) Will meet or exceed the Power Smart for Business Efficiency Requirements.
 - (ii) Will have an energy performance 25% more efficient than a building built to the minimum MNECB requirements.

E28.13.2 The building will meet or exceed all mandatory provisions in the Model National Energy Code of Canada for Building (MNECB) where applicable.

Building Requirements

E28.14 Space Requirements

E28.14.1 Spaces are grouped into four (4) zones as follows:

- (a) Administration Area
- (b) Staff & Guard Area
- (c) Bather Preparation Area
- (d) Mechanical Services, Equipment, and Storage.

E28.15 The zones shall be separated to address fire and health and safety concerns.

E28.16 To satisfy Public Health requirements the Design-Builder is to assume a bather load of 532.

E28.17 The required major spaces and reference net floor areas are as follows:

Reference Space Area Summary

Space Name	Qty	Area (Sq.Ft.)	View	Natural Light	Window Venting
Administration Area					
Admin & Ticketing	1	60	Yes	Yes	Yes
Pool Supervisor	1	60	Maybe	Maybe	Maybe
Staff & Guard Area					
Staff Room	1	125	Maybe	Yes	Maybe
Staff Lockers & Change	1	80	No	Maybe	No
Staff Showers	1	70	No	No	No
Staff Washroom	1	60	No	No	No
Guard Office	1	130	Yes	Yes	Yes
First Aid Room	1	60	No	Maybe	Maybe
Bather Preparation Area					
Women's Public Washroom	1	350	No	Yes	Yes
Men's Public Washroom	1	310	No	Yes	Yes
Specialty Change Room	2	130	No	Yes	Yes
Janitor Room	1	60	No	No	No
Shower/Change Rooms	4	22	No	Yes	Maybe
Bather Lockers	1	330	No	Yes	
Entry Corridor/Circulation	2	75			

Services & Storage					
Mechanical Room	1	705	No	No	No
Storage	1	460	No	Maybe	No
Total Net Area		3358			

Room Requirements

E28.18 The room requirements listed below shall be read in conjunction with the complete Request for Proposals and the Room Data Sheets contained in the Appendix to determine the total extent of the Work.

E28.19 Admin & Ticketing

E28.19.1 An enclosed office space that bathers approach on the exterior to purchase entry tickets to the site/facility. It is the first point of contact before entering the site/facility.

E28.19.2 The space is intended to support up to two (2) staff members working at a time.

E28.19.3 Provide a counter at desk level on the interior and a transaction counter from the interior to exterior with provision for barrier-free access.

E28.19.4 Provide a lockable cash box under the counter.

E28.19.5 Provide two operable (sliding) wicket windows complete with sliding insect screens which are both lockable from the interior.

E28.19.6 Provide coat hooks.

E28.19.7 The building should provide an exterior canopy over the wicket windows that extends down the building to provide shelter to those lining up to purchase entry tickets.

E28.19.8 Storeroom lock and closer.

E28.20 Pool supervisor.

E28.20.1 A secure office for the use of the pool supervisor (1 staff).

E28.20.2 Provides service and support for the Admin & Ticketing office and shall have direct access thus.

E28.20.3 Include space for a 30" x 60" desk, task chair and 2H lateral file cabinet.

E28.20.4 Storeroom lock.

E28.21 Staff Room

E28.21.1 An private enclosed room where employees working at the facility can take their lunch and coffee breaks, and have meetings.

E28.21.2 Includes a millwork kitchenette (upper and lower cabinets approximately 6 linear feet) and stainless steel counter with a single bowl stainless steel sink, and provisions for a 24" apartment sized refrigerator, microwave, and a single use coffee maker.

E28.21.3 Paper towel, soap dispensers and garbage disposal.

E28.21.4 Includes a broom closet with a shelf.

E28.21.5 Configure room to allow ample space for a 6 person table and chairs.

E28.21.6 The room should have an access directly from the exterior or an interior entrance near a building entrance on the west elevation facing the pool and splashpad.

E28.21.7 Storeroom lock and closer.

E28.22 Staff Lockers & Change Room

- E28.22.1 A private changing room for the lifeguards and other facility staff.
- E28.22.2 Includes 5 staff lockers, a bench, 3 coat hooks, an electric hand/hair dryer, a full length shatterproof mirror and a garbage disposal bin.
- E28.22.3 Slope the floor towards a floor drain.
- E28.22.4 The room should have an access directly from the staff room or have an interior entrance in a private corridor in the Staff & Guard Area.
- E28.22.5 Door shall have a privacy set as the room will be shared by both sexes, but male and female groups may use the change room separately.
- E28.23 Staff Showers
- E28.23.1 A shower room for staff with partitions and lockable doors that create two private shower stalls with ample room for changing within.
- E28.23.2 Entry to be from the staff change room.
- E28.23.3 Each shower to include a coathook.
- E28.23.4 A minimum of 1 shower stall is to include a bench in the change area and a shower head with adjustable height, removable head, and extension hose.
- E28.24 Staff Washroom
- E28.24.1 A private toilet and lavatory room for the use of staff only.
- E28.24.2 Includes a toilet, toilet paper dispenser, feminine napkin disposal, grab bars, drop in sink with a small counter top (stainless steel), mirror, soap dispenser, garbage disposal, paper towel dispenser, and 2 coat hooks.
- E28.24.3 Barrier-free.
- E28.24.4 The room should have an access directly from the exterior, the staff room or have an interior entrance in a private corridor in the Staff & Guard Area.
- E28.24.5 Privacy set if the entrance is from the interior, storeroom lock and closer if entrances is from the exterior.
- E28.25 Guard Office
- E28.25.1 An enclosed office space for the use of the lifeguards on duty.
- E28.25.2 Large windows on three sides of the room are required to provide a wide view to the facility site. These windows should begin approximately 2 feet above finished floor and extend to a height that matches top of the adjacent door frame.
- E28.25.3 Windows should vent to allow fresh air as well as sound penetration.
- E28.25.4 Provide 5 full height lockers and 3 coat hooks.
- E28.25.5 Include space for a 30" x 60" desk and task chair plus 2 guest chairs and a 2H lateral file cabinet.
- E28.25.6 The room should have an access directly from the exterior or an interior entrance near a building entrance on the west elevation facing the pool and beach entry.
- E28.25.7 Entry set and closer.
- E28.26 First Aid Room
- E28.26.1 A small first aid/respice room for staff to provide initial care for an illness or injury that may occur on the facility grounds.

- E28.26.2 The room shall provide ample space and be configured for a medical recovery bed, stool and lockable cabinets with upper and lower storage. A small counter top shall also be provided.
- E28.26.3 Includes a wall hung sink, soap dispenser, hand sanitizer dispenser, paper towel dispenser, garbage disposal, mirror and two coat hooks.
- E28.26.4 Natural light shall be provided with consideration for the privacy of the occupant(s).
- E28.26.5 The room should have an access directly from the exterior or an interior entrance near a building entrance on the west elevation facing the pool and splashpad.
- E28.26.6 Classroom lock and closer if entering from exterior. Entry set if from interior.
- E28.27 Women's Washroom
- E28.27.1 A public toilet facility to serve female bathers.
- E28.27.2 Open access with privacy preferred (no doors).
- E28.27.3 Natural light shall be provided via clerestory windows.
- E28.27.4 Include for toilets, lavatories, and washroom accessories.
- E28.27.5 Sinks shall be drop in type in stainless steel counter tops.
- E28.27.6 A wall mounted folding baby change table and hand dryers are to be provided.
- E28.27.7 Slope floor of washroom area to two floor drains in opposite areas.
- E28.27.8 Barrier-free stall(s) shall be included as per MBC and 2010 City of Winnipeg Accessibility requirements.
- E28.28 Men's Washroom
- E28.28.1 A public toilet facility to serve male bathers.
- E28.28.2 Open access with privacy preferred (no doors).
- E28.28.3 Natural light shall be provided via clerestory windows.
- E28.28.4 Include for toilets, lavatories, and washroom accessories.
- E28.28.5 Sinks shall be drop in type in stainless steel counter tops.
- E28.28.6 A wall mounted folding baby change table and hand dryers are to be provided.
- E28.28.7 Slope floor of washroom area to two floor drains in opposite areas.
- E28.28.8 Barrier-free stall(s) shall be included as per MBC and City of Winnipeg requirements.
- E28.29 Individual Shower/Change Rooms
- E28.29.1 The majority of bathers visiting the facility will arrive already changed, however individual unisex change rooms for single users are still required. These rooms shall include a shower as well as a dry changing area with bench and coat hooks.
- E28.29.2 Partitions with privacy locks.
- E28.29.3 Natural daylighting required.
- E28.29.4 Include four (4) rooms minimum.
- E28.30 Lockers
- E28.30.1 A large area with a minimum of 200 public lockers that bathers can access from both the interior side of the building and the exterior.
- E28.30.2 Provides a transition and circulation space between the Individual shower/change rooms and lockers.

- E28.30.3 Must include barrier free accessible lockers.
- E28.30.4 A canopy extending from the building and sheltering the exterior lockers is required.
- E28.30.5 Natural daylighting is required.
- E28.30.6 Floor is to slope towards a floor drain.
- E28.31 Specialty Change Rooms
- E28.31.1 In addition to individual shower/change rooms and facility washroom requirements, two (2) separate accessible unisex dressing rooms with showers and toilet/lavatory facilities are required.
- E28.31.2 Sufficient space should be allowed for two people and a wheelchair, along with benches and accessories.
- E28.31.3 Include for one wall mounted folding baby change table in each room.
- E28.31.4 Natural daylighting via clerestory windows shall be incorporated.
- E28.31.5 Privacy set.
- E28.32 Entry/Corridors
- E28.32.1 An open space to provide transition and separation from the exterior and the washrooms, specialty change rooms and locker areas.
- E28.32.2 The entry shall be gated or have a door that can be closed and locked when the facility is shut down at the end of the day or out of season. It should be sealed to prevent heat loss, break ins and pest entry. The door shall also be designed to remain open in a fixed position during operating hours so users can flow in and out without restriction.
- E28.32.3 Should be located in a barrier-free path of travel with direct access from the pool area.
- E28.33 Janitor Room
- E28.33.1 An enclosed custodial room for cleaning equipment, supplies and storage.
- E28.33.2 Includes a mop sink, mop hooks and 16" deep storage shelving of 9 linear feet.
- E28.33.3 Storeroom lock and closer.
- E28.34 Mechanical Room
- E28.34.1 A large room to enclose the buildings mechanical systems as well as the equipment and mechanical for the pool, splashpad and other site features.
- E28.34.2 Shall include an entrance from the back of the building (east), front of the building (west) and through the storage room.
- E28.34.3 Storeroom locks and closers.
- E28.35 Storage Room
- E28.35.1 A bulk storage room for storing chemicals, supplies and other bulk items.
- E28.35.2 Requires a 8' wide overhead door facing the parking lot (east) for loading and double doors facing the pool (west).
- E28.35.3 Access provided to the mechanical room (storeroom lock and closer).
- E28.35.4 Some natural light may be considered.
- E28.35.5 Storeroom lock.

Measurement and Payment

E28.36 Construction of building will be paid for at the contract lump sum price for "Building work" as specified herein, which price shall be payment in full for performing all operations herein and all other items incidental to the Work included in this Specification.

E29. FENCING AND GATES

Description

E29.1 The following list generally describes the scope of this section:

- (a) Supply and installation of 1.8m height vinyl coated chain link fence and gates with maximum openings to meet Manitoba Health requirements for pool enclosures
- (b) Supply and installation of 1.2m height vinyl coated chain link fence around wading pool.
- (c) Electronic controlled entry gate at main entrance.

Materials

- E29.2 Chain link fence to be 1.8m and 1.2m height chain link fence to CW 3550. Mesh to have knuckles on both selvages.
- E29.3 1.2m height fence to have two (2) lockable gates. Gates and hardware to be incidental to the unit price bid for 1.2m height fence
- E29.4 Full height gates with remote electronic control activators at entrance. Gates and activator system tied into building to be incidental to the unit price bid for 1.8m height fence
- E29.5 Full height vehicle gates in two locations in 1.8m height fence. Gates and hardware to be incidental to the unit price for 1.8m height fence.
- E29.6 All materials and installation to meet CW 3550 and Manitoba Health requirements.

Measurement and Payment

- E29.7 Supply and installation of 1.8m height chain link fence will be measured and paid on a linear meter basis. The length to be paid for shall be the total number of metres supplied in accordance with the specifications and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator.
- E29.8 Supply and installation of 1.2m height chain link fence will be measured and paid on a linear meter basis. The length to be paid for shall be the total number of metres supplied in accordance with the specifications and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator.

E30. GRAVEL PAVING

E30.1 All work and materials for the regrading and expansion of the gravel parking are to be to CW3150.

E31. CONCRETE CURB

E31.1 All work to be in accordance with CW 3240.

Measurement and Payment

E31.2 Further to CW 3240 item 4.3 Concrete Curb Renewal:

E31.2.1 Items of work:

E31.2.2 Concrete Curb

- (i) 150mm ht. Barrier Curb as per SD 206A

- (ii) Ramp curb as per SD 229E

E32. SITE SERVICES

- E32.1 Adjustment of all site services to be to City of Winnipeg specifications.
- E32.2 Contractor to remove and replace fire hydrant as required for installation of new works.
- E32.3 Contractor to supply and install all materials necessary for the connection of the new building and pool to City services, gas and Manitoba Hydro services.
- E32.4 Contractor to include all materials and labour as required to relocate connections as required.
- E32.5 All surface repairs are to be incidental to the unit price bid for site services.

Measurement and Payment

- E32.6 Site services for the construction of the beach entry will be paid for at the contract lump sum price for "Site services" as specified herein, which price shall be payment in full for performing all operations herein and all other items incidental to the Work included in this Specification.

E33. TOPSOIL AND FINISH GRADING

- E33.1 All Work to be to CW 3510.

Measurement and Payment

- E33.2 There shall be no separate measurement for the Work associated with this Specification.
- E33.3 Payment for Work specified under this Specification is to be included with the price for Sodding.

E34. SODDING

- E34.1 All Work to be to CW 3510.

Measurement and Payment

- E34.2 Sod and topsoil will be measured on an area basis. The area to be paid for shall be the total number of square meters installed and maintained in accordance with this Specification and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator. Sodding will be paid for at the Contract Unit Price per square metre for 'Supply and Install Sod', measured as specified herein, which price shall be payment in full for completing all operations herein described and all other items incidental to the Work included in this Specification.

E35. PROJECT SEQUENCING

- E35.1 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 detailed conceptual design and engineering plan submitted in the Contractors proposal.
 - (ii) The Contractor shall develop the Design to a level sufficient for construction and permitting. This shall include structural, mechanical and electrical engineering drawings, grading drawings, layout drawings, and construction details.
 - (iii) Periodic review is required during the design process and will be negotiated at a prework meeting with the City of Winnipeg.
 - (iv) Submissions during the Design Phase shall include; Drawings, Specifications, and costing confirmation.

- (v) The Contractor shall submit drawings for review at the 60% stage.
 - (vi) The Contractor shall submit drawings and specifications for review at the 90% and 99% stage.
 - (vii) The Contractor shall receive written approval from the Contract Administrator after each submission prior to proceeding to the next stage.
 - (viii) All applicable items will to be designed and constructed in accordance with City of Winnipeg Standard Construction Specifications, this document and all Manitoba Codes. Where items are not covered by the City of Winnipeg Standard Construction Specifications Contractor is to submit specification to the City for review. Specifications will not be used for construction until accepted by the Contract Administrator.
 - (ix) The Contractor will submit drawings and specifications to the appropriate authorities for Permitting purposes. Drawings shall be stamped as appropriate by the responsible design professional. Permitting and all fees are the responsibility of the Contractor.
- (b) Construction
- (i) Construction shall be staged to meet the Critical Dates, Substantial and Total Performance.
 - (ii) The work is to be completed and the necessary permits in place to open the pool to the public by Total Performance.
 - (iii) Design professionals responsible for the design of the project shall conduct periodic reviews during the construction of the project and provide written confirmation of acceptance of the work to the Contract Administrator.
 - (iv) Construction timelines will be reviewed weekly during construction phase.

E36. DESIGN PHASE

E36.1 Guiding Principles

E36.1.1 Vision – An inclusive pool area for all mobility ranges and ages with open space for bathers and connections to the existing spray area.

E36.1.2 Values:

- (a) Inclusiveness and accessibility:
- (b) Safe and Secure:
 - (i) Maintain views into the site from the surrounding area.
 - (ii) 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 pools and equipment.

E36.2 Existing Site Conditions

- (a) Contractor is to be aware that the sites may contain existing underground structures and services including but not limited to high voltage buried cable, natural gas, water, etc.
 - (i) Underground structure data from the City is provided as a convenience to the Contractor only. Contractor is not to rely on this information but to arrange for on site location of all utilities and underground services and structures and obtain all clearances required for the project.
 - (ii) Contractor is to maintain offsets from underground services as may be required by the authorities concerned.
- (b) Contractor is to be aware that the Site contains a number of mature trees.
 - (i) If any trees are the damage will be assessed by the City Forester to determine if the tree is salvageable and what the cost will be to remedy the tree, or if the tree must be removed for safety or the health of the tree a financial value for replacement compensation.

- (ii) Any cost to remedy the tree or the financial value of the tree shall be paid by the Contractor at his own cost.

E37. CONSTRUCTION PHASE

E37.1 General

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

E37.2 Shop Drawings

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

E37.3 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 representatives.
- (b) Such specifications and drawings need to be marked by the Contractor to show all Work 'As-Built' as Work proceeds. The Contractor shall modify the Drawings to 'As-Built' bearing

notations of all changes and variations from the original and submit these to the Contract Administrator for approval.

- (c) If required, in the opinion of the Contract Administrator, further revisions will be made to the Drawings by the Contractor until the Drawings are accepted by the Contract Administrator.
- (d) Accuracy of these drawings shall be the responsibility of the Contractor, who shall bear all expenses of corrections thereto.
- (e) The Contractor shall have a full topographic survey done of the completed works to be included in the 'As-Built' drawings.
- (f) Said Drawings will be provided to the Contract Administrator during the Commissioning stage of the project as revised Autocad files (dwg format). Drawings are to include all information as determined under items (a) to (e) above.

E38. COMMISSIONING

E38.1 System Start-up and First Year Winterization

- (a) Contractor to perform the system start-up in accordance with the information contained in the Operation and Maintenance Manuals in order to have the Work fully operational for public use by the date of Substantial Performance specified herein.
- (b) After the operation of the Work for the season, the Contractor shall perform the first year winterization of the Work as per D20.1(c).
- (c) The Contractor shall provide the Contract Administrator with 48 hours notice prior to commencing the start-up and winterization procedures in order that the City staff may attend.
- (d) Contractor to perform system start-up in the spring following the first winter shut down with training for City staff.

E38.2 Operation and Maintenance Manuals

- (a) The Contractor shall provide in a format acceptable to the Contract Administrator three (3) bound copies as well as one electronic copy (in pdf format) detailing the operation and maintenance instructions for all elements of the Construction including:
 - (i) Manufacturers' written instructions, warranties, shop drawings, schedules, wire diagram and a listing of persons to contact for repairs during the warranty period.
 - (ii) Descriptions of day to day operations, preventative maintenance, annual and periodic maintenance, and procedures for seasonal shutdown and start-up.

E38.3 Staff Training

- (a) On Site training provided to City pool staff and maintenance personnel in proper operation and maintenance procedures for the system.
- (b) Trainers shall be qualified trades persons or consultants knowledgeable of the equipment and familiar with the installation.
- (c) Legible documentation shall be provided to City staff during the training.
- (d) Training shall be a minimum of one half day duration.

E38.4 Payment shall be as per Form B: Prices at the price for item "Commissioning".

E39. CONSULTANT SERVICES

E39.1 Consultants on the Design team are to include all required professional Engineers required to design and certify all works for Civil, Structural, Mechanical, and Electrical work to be done on the project.

- E39.2 All Drawings for construction are to be stamped by a professional Engineer licensed to practice in Manitoba for each discipline. All Drawings are to be submitted by the date noted in Critical Stages.
- E39.3 All consultant services from detailed conceptual design through to certification are to be included in the Bid Price.
- E39.4 Payment shall be as per Form B: Prices at the price for item "Consultant Services".