



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 542-2020

ASSINIBOIA WEST COMMUNITY CENTRE WADING POOL UPGRADES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 ASSINIBOIA WEST COMMUNITY CENTRE WADING POOL UPGRADES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, August 27, 2020.

B2.2 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 Proponent may make an appointment to view the Site by contacting the Contract Administrator.

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

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

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

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

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

B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

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

(a) was known to the Proponent before receipt hereof; or

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

B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

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

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

B6.3 Addenda will be available on the MERX website at www.merx.com.

B6.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D3.

B7. SUBSTITUTES

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

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

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

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

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

the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in 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, to the Proponent who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base 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 B21.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
 - (a) Form A: Bid/Proposal;
 - (b) Form B: Prices.
- B8.2 The Proposal should also consist of the following components:
 - (a) Design Drawings in accordance with B11;
 - (b) Component Description, in accordance with B12;
- B8.3 Further to B8.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B8.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B8.6.1 Proposals will **only** be accepted electronically through MERX.
- B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B8.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B9. PROPOSAL

- B9.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than 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: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Proponent is carrying on business under a name other than its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B9.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in **D30**. Any such costs shall be determined in accordance with **D30**.
- 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. DESIGN DRAWINGS

B11.1 The Proponent should submit drawings that illustrate the proposed design, basin toys, a mechanical schematic, such as plan, perspective and any other submissions to illustrate the design intent. Included in this should be a plan showing the proposed spray toys and associated over-spray zones within the wading pool area and site, drawn to scale. Additional drawings may be requested prior to award for more detailed information.

B12. COMPONENT DESCRIPTIONS

B12.1 The Proponent should submit component description and/or graphic or catalogue reference outlining specifications of spray toys, as well as cut sheets for the proposed mechanical components.

B13. DISCLOSURE

B13.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B13.2 The Persons are:

- (a) Dave Jones - Prairie Safety Surfaces with regard to pool surfacing.
- (b) Michael Lacroix - Playgrounds R Us with regard to Cool Toppers shade structures and pool surfacing.

B14. CONFLICT OF INTEREST AND GOOD FAITH

B14.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

- B14.3 In connection with its Proposal, each entity identified in B14.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B14.4 Without limiting B14.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B14.5 Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
 - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B15. QUALIFICATION

- B15.1 The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B15.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>.

- B15.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- B15.4 Further to B15.3(c), should the Total Bid Price exceed \$100,000.00, the Proponent shall within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent /Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).
- B15.5 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.
- B15.6 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.
- B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**
- B16.1 Proposals will not be opened publicly.
- B16.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B16.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B17. IRREVOCABLE OFFER

- B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B18. WITHDRAWAL OF OFFERS

- B18.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B19. INTERVIEWS

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

B20. NEGOTIATIONS

- B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B20.3 If, in the course of negotiations pursuant to B20.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

- B21.1 Award of the Contract shall be based on the following evaluation criteria:
- | | |
|--|---------------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to | B15:
(pass/fail) |
| (c) Total Bid Price; | 60% |
| (d) Design Drawings/Component Descriptions | 40% |
| (e) Economic analysis of any approve alternative pursuant to B7. | |
- B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.

- B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B21.5 Further to B21.1(c) the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D2.3.
- B21.6 Further to B21.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B21.6.1 The Design Drawings/Component Descriptions shall be evaluated on the following criteria:
- (a) play value (maximum 20 points):
 - (b) Durability (maximum 10 points):
 - Use of durable/tamper-resistant materials, low maintenance finishes and connector systems and ease of repair/replacement of the products used,
 - (c) Mechanical Schematic and Component Descriptions (maximum 10 points)
- B21.7 Further to B21.1(d) Design Drawings/Component Descriptions shall be evaluated with a weighting of 40 points out of a total of 40 possible points as per B11 and B12.
- B21.7.1 The Design shall be evaluated on the following criteria:
- (a) play value (maximum 20 points):
 - (i) 10 points – Variety of play opportunities;
 - (ii) 5 points – Play value of water dump component;
 - (iii) 5 points – Play value of water spray component.
 - (b) Durability (maximum 10 points):
 - (i) Use of durable/tamper-resistant materials, low maintenance finishes and connector systems and ease of repair/replacement of the products used with the wading pool area.
 - (c) Mechanical Schematic and Component Descriptions (maximum 10 points):
 - (i) 2 points – Clarity of drawings, supportive imagery and literature that serve to effectively communicate the intent of the spray toys design and function;
 - (ii) 4 points – Schematic drawing of proposed mechanical system;
 - (iii) 4 points – Cut sheets for mechanical system components.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, 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.

- B22.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.3.1 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.4.1 Further to B22.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B22.5 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B22.5.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B22.6 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B22.7 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of **D30** shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B22.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, 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.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of renovation and enhancement of the existing wading pool at Assiniboia CC. This site is also known as the St.Charles Park Wading Pool and is located 3684 Ness Ave.

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

- (a) Removal of asphalt walkway and pool surround
- (b) Removal of existing concrete pool deck,
- (c) Supply and Install a new pool deck complete with deck drains, new jets, and an accessible entry,
- (d) install three new park benches, and one new metal waste receptacles,
- (e) Supply and Install three 3.6 m by 3.6 m shade structures,
- (f) Supply and Install new pool fill line with an air gap,
- (g) Replace existing pool drain and Supply and Install a second pool drain with anti-vortex type drain,
- (h) Supply and install two new spray features,
- (i) Supply and install upgrades to the pool mechanical system to support the new spray features and meet Provincial Health requirements,
- (j) Supply and install new pool basin and rim surfacing,
- (k) Supply and install new asphalt,
- (l) Supply and install new pool compound fence c.w. gate.

D2.3 The funds available for this Contract are Two Hundred Seventy Five Thousand Dollars (\$275,000.00).

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is Dean Spearman Landscape Architect , represented by:

Dean Spearman

Telephone No. 204 261-4137

Email: dean@spearman.mb.ca

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

D4. 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. NOTICES

D5.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D3.

D5.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

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

D7. SAFE WORK PLAN

D7.1 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.

D7.2 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> .

D7.3 Notwithstanding B15.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D8. INSURANCE

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg and Dean Spearman Landscape Architect added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
 - (c) all risks installation floater, carrying adequate limits to covers all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, referencing the Request for Proposal number and/or the Scope of Work D2 and Specifications PART E - to be performed, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.
- D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D9. CONTRACT SECURITY

- D9.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; and
 - (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price; or
 - (c) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H3: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
 - (d) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D9.1.1 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.
- D9.2 The Contractor shall provide the City Solicitor with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.
- D9.3 Where the contract security is provided in accordance with D9.1(a) and D9.1(b), the Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:

- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D9.1(b); and
- (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

D10. SUBCONTRACTOR LIST

D10.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

D11. DETAILED WORK SCHEDULE

D11.1 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.

D11.2 Detailed Work Schedule shall consist of the following dates:

- (a) Shop Drawings provided,
- (b) Permitting complete,
- (c) Demolition Complete,
- (d) Base installed and tested for new pool deck,
- (e) Plumbing in place,
- (f) Rebar in place,
- (g) Concrete pour,
- (h) Pool toys installed,
- (i) Safety surfacing installed,
- (j) Mechanical work complete,
- (k) Asphalt Complete,
- (l) Fence Complete,
- (m) Site furnishings and site restoration complete,
- (n) Record Drawings complete.

D11.3 Other milestone dates appropriate to this project should also be included to make the Contract Administrator aware of them.

D12. SHOP DRAWINGS

D12.1 Shop Drawings will be reviewed by the Contract Administrator for general conformance to the City's requirements and the design intent only.

D12.2 Shop Drawings are to be reviewed by the Contractor's responsible design personnel for the design prior to submission to the Contract Administrator.

D12.3 Shop drawings shall be sealed by a professional engineer registered to practice in the Province of Manitoba.

D12.4 The level of detail and scope of information provided on the shop drawings shall be sufficient to satisfy construction needs and permitting requirements including permitting by Provincial Health.

D12.5 Plan drawings submitted shall include the following:

- (a) Name and address of the proposed facility.
 - (b) Scale, north point
 - (c) Date, address, name, professional seal and signature of the design engineer.
- D12.6 Detailed drawings. All detailed drawings shall be drawn to a suitable scale and include the following information:
- (a) Complete construction details, including dimensions, elevations and appropriate cross-sections.
 - (b) Sufficient detail to meet City and Provincial Health permitting requirements.
- D12.7 The Contractor shall provide within 10 days of award, at minimum the following Shop Drawings:
- (a) Site layout and piping diagrams,
 - (b) Detail drawings and schematic of the new mechanical works, including pipe type and sizing, as well as connections to existing water supply and sewer,
 - (c) Electrical drawings including grounding of new fixtures, deck drains, shade structures, etc.
 - (d) Anchoring drawings regarding the fixtures and shade structures.
- D12.8 The Contractor shall maintain, during the course of construction, a complete set of Drawings including the original Bid Opportunity Drawings, any Drawings released by addenda or change order, and the Contractors Shop Drawings.
- (a) These drawings shall have any deviations between the actual built Work and the Drawings noted on them in red as well as the reason for the deviation.
 - (b) These drawings shall be made available to the Contract Administrator for review upon request during the Construction phase of the project.
 - (c) These drawings shall be provided to the Contract Administrator at the date of Substantial Performance in accordance with E24.4.
- D12.9 There shall be no separate measurement or payment for Shop Drawings.

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 D6;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D7;
 - (iv) evidence of the insurance specified in D8;
 - (v) the contract security specified in D9;
 - (vi) the Subcontractor list specified in D10; and
 - (vii) the detailed work schedule specified in D11: and
 - (viii) the Shop Drawings specified in D12
 - (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.
- D13.3 The Contractor shall commence the Work on the Site within fourteen (14) Working Days of receipt of the award letter but not before September 7th, 2020.

D14. CRITICAL STAGES

D14.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) Concrete pool deck and asphalt paving to be complete by October 16, 2020
- (b) Basin Surfacing to be complete by May 30, 2021

D15. SUBSTANTIAL PERFORMANCE

D15.1 The Contractor shall achieve Substantial Performance by June 4, 2021 .

D15.2 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.

D15.3 Substantial Performance shall not be granted until commissioning documents noted in E24 have been provided to the Contract Administrator and the Work has been reviewed by Provincial Health.

D15.4 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.

D16. TOTAL PERFORMANCE

D16.1 The Contractor shall achieve Total Performance by June 18, 2021.

D16.2 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.

D16.3 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.

D17. LIQUIDATED DAMAGES

D17.1 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 Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) Concrete pool deck and asphalt paving – Five Hundred dollars (\$500.00);
- (b) Basin Surfacing – Five Hundred dollars (\$500.00);
- (c) Substantial Performance – Five Hundred dollars (\$500.00);
- (d) Total Performance – Five Hundred dollars (\$500.00).

D17.2 The amounts specified for liquidated damages in D17.1 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.

D17.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D18. COVID-19 SCHEDULE DELAYS

- D18.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.
- D18.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D18.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D18.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D18.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D18.5 The Work schedule, including the durations identified in D14 to D16 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.
- D18.6 Where Work not previously identified is being carried over solely as a result of delays related to COVID-19, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to COVID-19, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.
- D18.7 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D19. SCHEDULED MAINTENANCE

- D19.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Sod Maintenance as specified in E15;
- D19.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

CONTROL OF WORK

D20. JOB MEETINGS

- D20.1 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.

D20.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

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

D21.1 Further to C6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D22. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D22.1 Further to B15.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B15.4.

D23. SAFETY

D23.1 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.

D23.2 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.

D23.3 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.

D24. SITE CLEANING

D24.1 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.

D24.2 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.

D24.3 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.

D25. INSPECTION

D25.1 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.

- D25.2 The Contractor shall also arrange for inspections by their professional engineer in a timely manner in order to facilitate the provision of sealed and certified record drawings.
- D25.3 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.

D26. DEFICIENCIES

- D26.1 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.
- D26.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C19.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.
- D26.3 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.
- D26.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D26.2, 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

D27. PAYMENT

- D27.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D28. PAYMENT SCHEDULE

- D28.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D29. WARRANTY

- D29.1 Warranty is as stated in C13.
- D29.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

THIRD PARTY AGREEMENTS

D30. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D30.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D30.2 Further to D30.1, in the event that the obligations in D30 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D30.3 For the purposes of D30:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D30.4 Modified Insurance Requirements
- D30.4.1 If not already required under the insurance requirements identified in D8, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D30.4.2 If not already required under the insurance requirements identified in D8, the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D30.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D30.4.4 Further to D8.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D30.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D30.5 Indemnification By Contractor
- D30.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D30.6 Records Retention and Audits

D30.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D30.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D30.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D30.7 Other Obligations

D30.7.1 The Contractor consents to the City providing a copy of the Contract to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D30.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D30.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D30.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

FORM H1: PERFORMANCE BOND
(See D9)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____.)

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

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

RFP NO. 542-2020

ASSINIBOIA WEST COMMUNITY CENTRE WADING POOL UPGRADES

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: LABOUR AND MATERIAL PAYMENT BOND
(See D9)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Principal"), and

_____ ,
his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), for the use and benefit of claimants as hereinbelow defined, in the amount of

_____ dollars (\$_____)

of lawful money of Canada, for the payment whereof we, the Principal and the Surety jointly and severally bind ourselves firmly by these presents.

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

RFP NO. 542-2020

ASSINIBOIA WEST COMMUNITY CENTRE WADING POOL UPGRADES

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 promptly make payment to all claimants as hereinafter defined, for all labour, service and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject, however, to the following conditions:

- (a) A claimant is defined as one having a direct contract with the Principal for labour, service and material, or any of them, used or reasonably required for use in the performance of the contract, labour, service and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment (but excluding rent of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract;
- (b) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work, labour or service was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon;
- (c) No suit or action shall be commenced hereunder by any claimant
 - (i) unless claimant shall have given written notice to the Principal and the Surety above-named, within one hundred and twenty (120) days after such claimant did or performed the last of the work, labour or service, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work, labour or service was done or performed. Such notice shall be served by mailing the same by registered mail to the Principal, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the Province of Manitoba;

- (ii) after the expiration of one (1) year following the date on which Principal ceased work on said Contract; including work performed under the guarantees provided in the Contract;
 - (iii) other than in a court of competent jurisdiction in the Province of Manitoba.
- (d) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.
- (e) The Surety shall not be liable for a greater sum than the specified penalty of this bond.

The Principal and Surety hereby agree that The Guarantors' Liability Act (Manitoba) shall apply to this Bond.

IN TESTIMONY WHEREOF, the Principal has hereunto set its hand affixed its seal, and the Surety has caused these presents to be sealed and with its corporate seal duly attested by the authorized signature of its signing authority this

_____ 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 H3: IRREVOCABLE STANDBY LETTER OF CREDIT
(CONTRACT SECURITY)
(See D9)**

(Date)

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

RE: CONTRACT SECURITY – RFP NO. 542-2020

ASSINIBOIA WEST COMMUNITY CENTRE WADING POOL UPGRADES

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.

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.

Except where they may conflict with the terms and conditions contained in this Letter of Credit, the International Standby Practices 1998 shall apply to this Letter of Credit. This Letter of Credit shall also be governed by and construed in accordance with the laws of the Province of Manitoba and of Canada as applicable therein, except to the extent that such laws are inconsistent with the International Standby Practices 1998. This Letter of Credit is subject to the exclusive jurisdiction of the courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

(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 Request for Proposal shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.4 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
L-1	Cover/Context Plan
L-2	Landscape Scope Plan
L-3	Landscape Demo Plan
L-4	Landscape Layout Plan
L-5	Grading Plan
L-5	Details
L-7	Existing Mechanical Conditions
SCD-119	Metal Slat Waste Receptacle
SCD-121	Tache Composite Bench
SCD-122A	Tache Style Wheelchair Metal Frame Picnic Table
SCD-633	Chain Link Fence Entrance Baffle Detail
SCD-648	Parkway Path Asphalt

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. HAZARDOUS MATERIALS

- E3.1 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.

E4. EXISTING SERVICES AND UTILITIES

- E4.1 No responsibility will be assumed by the City for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface; the City shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.

E5. ACCESS TO SITE

- E5.1 Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at his/her own expense and approved by the Contract Administrator.
- E5.2 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and he/she shall be responsible for all damage resulting from his/her Work on private property. The Contractor Shall:
- (a) Confine apparatus, the storage of products and the operations of workers to limits indicated by laws, ordinances, permits and by directions of the Contract Administration.
 - (b) Obtain and pay for use of additional storage, or work areas, or materials needed for operations.
 - (c) Maintain roads and access in good condition for efficient execution of work.
 - (d) Maintain the project site during construction.
 - (e) Be responsible for damage due to weather, vandalism, etc. which occur during construction.
 - (f) Complete works in a manner that shall result in good surface drainage during periods of precipitation.
 - (g) Maintain project free of accumulated waste, surplus excavated materials and rubbish.
 - (h) Haul any waste materials including excavated materials from the site and dispose of in a manner acceptable to the Contract Administrator.
 - (i) Assume full responsibility for the protection and safekeeping of products under the contract, stored on the site.
- E5.3 The Contractor shall not:
- (a) Unreasonably encumber site with materials or equipment.
 - (b) Load or permit to be loaded any part of the work with a weight, load or force that will endanger its safety.
 - (c) Move stored products or equipment which interfere with operations of City.

E6. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES

- E6.1 Further to C6.13, the Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of same before proceeding with the Work, and pay any cost attached to the inspection of such plans.
- E6.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.
- E6.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.
- E6.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.

- E6.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.
- E6.6 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.

E7. CODES AND STANDARDS

- E7.1 Perform work and obtain permits in accordance with the National Codes of Canada and any other code of provincial or local application including City of Winnipeg, including City of Winnipeg Accessibility Design Standards. In any case of conflict or discrepancy the more stringent requirements shall apply.
- E7.2 Obtain permits and complete work to meet or exceed the requirements of standards, codes and other documents referred to in this specification.
- E7.3 Where the specifications contained herein are more stringent than the applicable code or standard utilize the most stringent.
- E7.4 Equipment and materials to carry CSA, ULC or CUL approval and conform with applicable standards. There will be no exceptions or alternatives.
- E7.5 Where a standard or code of any type is referred to anywhere in the document, the standard or code utilized for all work shall be the most recent whether or not the most recent is specifically shown or listed.

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 City of Winnipeg Contract Administrator, and the cost of which shall be borne entirely by the Contractor. The Contractor shall also indemnify and save harmless the City from all claims made directly or indirectly against it in respect to any such damage.
- E8.2 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing park trees within the limits of the construction area:
- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment within 2 metres of trees.
 - (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2400 wood planks, or suitable protection as approved by the Contract Administrator.
 - (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
 - (d) Operation of equipment within the drip line of the trees shall be kept to a minimum required to perform the Work required. Equipment shall not be parked, repaired, refuelled;

construction materials shall not be stored, and earth materials shall not be stockpiled within the drip lines of trees. The drip line of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.

E8.3 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his/her designate.

E8.4 No separate measurement or payment will be made for the protection of trees.

E9. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT

E9.1 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/she is working near them. Any damage caused by the negligence of the Contractor or his/her Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by him at his/her own expense, to the satisfaction of the Contract Administrator.

E9.2 Ambulance/ Emergency vehicle access must be maintained at all times.

E10. PROTECTION OF THE SURVEY INFRASTRUCTURE

E10.1 Notwithstanding clause 4 "Persons and municipalities to protect Outline Monuments"; under The Surveys Act of Manitoba, the Contractor shall be responsible to protect the Survey Infrastructure from damage as a result of the Work.

E10.2 Further to C6.26 (g), at least 72 hours prior to the commencement of the On-Site Work the Contractor shall contact the City of Winnipeg, Geomatics Services Branch at 204-918-1360 (8:00 am to 4:00 pm Monday to Friday, excluding holidays) to obtain underground clearance. Geomatics Services will locate and mark all known outline survey monuments and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.

E10.3 Where a survey post, bar or control monument lies in the line of the proposed Work and must be disturbed, the Contractor shall provide the Contract Administrator with 48 hours' notice to permit referencing for future replacement, at no cost to the Contractor. Failure to provide the specified notice shall result in the Contractor paying for all costs associated with replacing or relocating the disturbed outline survey monuments and geodetic control monuments. Survey monuments and geodetic control monuments at or adjacent to the Site, not in the line of the proposed construction that are damaged or disturbed by the Contractor shall be replaced or relocated by the City or its agent and all associated costs shall be paid for by the Contractor.

E10.4 An approximate estimate of the cost to restore a legal survey monument is \$1,000 per bar and \$3,000 per control monument. Contractors shall ensure their landscaping and other subcontractors are aware of this clearance procedure and the potential restoration costs. Where possible, amounts owed to the City in accordance with the above will be deducted from payments to be made by the City to the Contractor.

E11. SITE ENCLOSURES

E11.1 Temporary Site enclosures, as determined necessary at the pre-construction meeting, shall be erected and maintained as required for the duration of the construction period.

E11.2 At minimum site enclosures shall be provided for the pool compound.

E11.3 Site enclosures shall, at a minimum, consist of sectional, 1.8 m ht, non-climbable metal fencing.

E11.4 Site enclosure shall be sufficient to isolate and secure the jobsite from the adjacent area.

E11.5 Site enclosures shall be considered incidental to the Contract Work.

SITE DEVELOPMENT

E12. DEMOLITION AND REMOVALS

- E12.1 This section shall cover the removal of existing asphalt surfacing, concrete decking, existing equipment, as well as any other items scheduled for removal or where removal will be necessary to construct the Works. It shall also cover any other demolition and removal necessary to construct the project which may be considered incidental to other items of Work.
- E12.2 To the extent and limits shown on the Drawings, where the existing surfacing is to be removed, it is to be removed in its entirety.
- E12.3 Removal of items designated for removal on sheet L-3 shall be included in item 1 on Form B; Prices and shall be paid for as part of that lump sum item.
- E12.4 There shall be no separate measurement and payment for demolition and removals item not scheduled on sheet L-3 but necessary to complete the Work with these items being considered incidental to other aspects of the Work.

E13. EXCAVATION, EARTHWORK AND GRADING

Description

- E13.1 This specification shall cover all clearing and grubbing, excavation, stockpiling of topsoil, removal or supply and placement of materials necessary to achieve the grades and drainage patterns documented in the Drawings at the sub grade (mud grade) level.
- E13.2 This specification is supplemental to CW 3010, CW 3110 and CW 3170. Materials and installation are to conform to these standard Specifications.

Construction Methods

- E13.3 Prior to beginning work the Contractor shall establish limits of grading and stake finish grades in a manner consistent with the drawings. Contractor shall not proceed until Contract Administrator has reviewed the grades and the limits for conformance with the design intent and authorized the Contractor to proceed. This contractor shall remain responsible for attaining the design grades irrespective of the Contract Administrators review.
- E13.4 Clearing and grubbing operations are to be completed to the satisfaction of the Contract Administrator prior to the beginning of Earthwork and Grading.
- E13.5 Contractor shall limit grading operations to the minimum area required to construct the Works.
- E13.6 Grading operations are to be conducted to ensure adequate subcut to install surface materials and structures as detailed on the drawings while still ensuring positive drainage of the finished project.
- E13.7 Subgrade shall be completed and accepted by the Contract Administrator prior to the installation of other works.

Method of Measurement and Basis of Payment

- E13.8 There will be no separate measurement or payment for stockpiling of topsoil, clearing and grubbing operations and it shall be considered incidental to other aspects of the Work.
- E13.9 There shall be no separate measurement or payment for excavation and the supply or removal of fill material required for installation of sod, site furniture, asphalt or concrete work to the

elevations indicated as it shall be considered incidental to the supply and installation of those items.

E14. STAKES AND MARKS

- E14.1 The Contractor shall be responsible for setting control and completing all grading, underground services, utilities and other work executed under this contract to all lines, elevations, reference points and measurements based on plans, specifications, basic control points and benchmark(s) supplied by Contract Administrator.
- E14.2 The Contractor shall employ competent person(s) to lay out work.
- E14.3 If requested, the Contract Administrator will provide the Contractor with the basic layout plan in AutoCAD dwg format. The Contract Administrator will not provide any survey points, survey data, contours, or DTMs (Digital Terrain Models).
- E14.4 Supply Contract Administrator all Survey data utilized upon request. Further, the Contractor will rectify all errors in position, levels, alignment or dimensions at no cost to the City.
- E14.5 The Contractor will mark, to the extent he determines to be necessary, the location, alignment and elevation of the Work by means of stakes or marks, for review and approval by the Contract Administrator. The Contractor shall make the completed Works conform to the lines and marks thus approved and indicated.
- E14.6 The Contractor shall notify the Contract Administrator immediately of the disturbance of any such stakes or marks. The cost of correcting any errors arising out of neglect of the Contractor to so notify the Contract Administrator shall be borne entirely by the Contractor, as well as the cost of replacing any disturbed stakes or marks.
- E14.7 Before commencing Work, the Contractor shall satisfy him/herself as to the meaning and correctness of all stakes and marks and no claims shall be entertained by the City on account of any alleged inaccuracies. If any error is suspected in the Drawings, Specifications or the directions of the Contract Administrator, Work shall be discontinued until the errors are rectified, but no claims shall be made on account of any delay occasioned thereby.
- E14.8 The Contractor shall determine and provide all dimensions and elevations measured from the stakes or marks.
- E14.9 The Contract Administrator shall be advised of the staking of the work 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.
- E14.10 The Contract Administrator shall only review the stakes and marks for general conformance to the proposed design. The Contractor shall not rely on this review as authoritative or comprehensive review of the staking and shall remain responsible for conformance to the design intent and drawings following this review.
- E14.11 There shall be no separate payment for the layout of the works or the provision of stakes or marks, these items being considered incidental to the items of work being laid out

E15. SODDING

General Description

- E15.1 This specification covers the removal of existing grass, topsoil or sand, levelling or excavating the area designated to receive sod, supply and installation of topsoil and sod, the topdressing and seeding of seam, edges and areas of Site restoration.

Materials and Methods

- E15.2 Topsoil and sod are to be supplied and installed as per CW 3510 and CW 3540.
- E15.3 Areas to be Sodded are to be laid out on Site and approved by Contract Administrator before commencing Work. Work outside the limits approved by the Contract Administrator will not be measured and will not be paid for under this section but considered incidental to the Work. Such incidental items that will not be measured include but are not limited to topsoil and sod placed at the edge of new paving. Incidental Site restoration shall conform to the same Specifications.
- E15.4 Where edges of excavation abut existing turf those edges are to be cut with a sod cutter prior to excavation.
- E15.5 The compacted depth of topsoil shall be minimum 10 cm.

Payment

- E15.6 Payment will be at the contract Lump Sum Price for item 'Topsoil and Sod' on Form B:Prices. Price shall be payment in full for supplying materials and for performing all operations listed below:
- (a) Supply and installation of topsoil.
 - (b) Supply and placement of sod.
 - (c) Maintenance of sod.

E16. LANDSCAPE MAINTENANCE

- E16.1 This section shall cover the maintenance for all sod installed during the course of this Contract.
- E16.2 Sod Maintenance shall be as per CW 3510.
- E16.3 Active maintenance is to include;
- (a) Watering
 - (b) Weeding control
 - (c) Pest and Disease control
- E16.4 Water shall be applied as required to maintain optimum conditions. During dry weather the Contractor should expect to water on a weekly basis. Contractor is to avoid over watering by reducing the frequency during wet weather.
- E16.5 Contractor is to control pests and diseases as required. Contractor shall inform the Contract Administrator prior to applying pesticides and use only those pesticides of low mammalian toxicity. Persons applying pesticides shall have a valid pesticide applicators license and strictly follow manufacturers instructions regarding the application of the chemicals and the safety precautions required to apply them.
- E16.6 Maintenance operation are to be diarised. Each diary entry is to contain the following;
- (a) Maintenance Site Forman
 - (b) Date
 - (c) Weather conditions
 - (d) Actions performed
- E16.7 Maintenance of the sodded areas shall be deemed a part of Topsoil and Sod and paid for as per CW 3510.

E17. SITE FURNITURE

General Description

E17.1 This specification shall cover the installation of Benches as called for on the drawings. The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work as shown and specified herein.

Materials

E17.2 All materials supplied under this specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.

E17.3 Benches shall be Tache Composite Benches as per SCD-121 configured for embedment mount and supplied by the City of Winnipeg FOB Central Manufacturing facility at no cost to the Contractor

E17.4 Waste Receptacle shall be metal as per SCD- 119 (Colour Galvanized) supplied by the City of Winnipeg FOB Central Manufacturing facility at no cost to the Contractor.

E17.5 Picnic Table to be Tache Style Wheelchair Metal Frame Picnic Table as per SCD-122A and supplied by the City of Winnipeg FOB Central Manufacturing facility at no cost to the Contractor.

E17.6 Cool Toppers Shade structures shall be Landscape Structures CoolToppers 3.66 metre square shade structures and fabric as noted on the drawings or approved equal in accordance with B7.
(a) Cool toppers to be supplied with one extra set of fabrics.

E17.7 Bike Rack structures shall be Dumor 125-50 for embedded mount as noted on the drawings or approved equal in accordance with B7. Finish to be Galvanized.

E17.8 Contact for City fabricated site furniture
Marc Laurin 204-479-5489
Todd Hendry 204-470-4834
Foreman- Centralized Park Services
Parks & Open Space Division
Public Works Department
960 Thomas Ave
mlaurin@winnipeg.ca
thendry@winnipeg.ca

Construction Methods

E17.9 Contractor shall obtain benches, waste receptacle and picnic table from the City and deliver to the jobsite.

E17.10 Contractor shall obtain approval from Contract Administrator of install location of site furnishings prior to installing them.

E17.11 All benches are to be embedment mounted as per SCD-121B.

E17.12 Contractor is to install new and site salvaged Picnic table is to be secured by lag bolting into anchors drilled into asphalt base.

E17.13 Cool Topper shade structure to be installed as per manufacturers instructions and engineers stamped drawings.

E17.14 All concrete used in installation is to meet CW 2160.

- E17.15 All furnishings and fixtures to be installed plumb and true to correct elevations and location, as directed the Contract Administrator.
- E17.16 All furnishings and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering, which will injure or distort fixture, is prohibited.

Method of Measurement and Basis of Payment

- E17.17 Measurement and payment shall be for delivery and installation or supply and installation as appropriate of each item as per the listing on Form B: Prices. Said price shall include all Work necessary to deliver and install or to supply and install each item of Site furniture as appropriate.

E18. ASPHALT PAVING

- E18.1 This specification covers the supply and installation of asphalt path including all excavation, compaction, geotextile, sub-base and base construction, asphaltic paving, and repair of existing sod to ensure a smooth transition to the pathway.
- E18.2 This specification is supplemental to CW 3110 and CW 3170 and CW 3410. Materials, testing, and installation are to conform to these standard specifications.
- E18.3 Excavated material is to be disposed of off site.
- E18.4 Sub-base, base materials and depths are as noted on drawing SCD 648.
- E18.5 Asphaltic paving is to be Type 1A. Depth, alignment, grade is as noted on the drawing. Asphalt shall be placed in one lift.
- E18.6 Except as specifically noted on the drawing asphalt areas are to be constructed so as to function with existing drainage patterns and are to have a minimum cross slope of 1% and a maximum cross slope of 2%. Contractor is to stake elevations and ensure that they are satisfactory to the Contract Administrator prior to installing base.
- E18.7 Sub-base and base courses are to extend past asphalt as shown on the drawing.
- E18.8 Asphalt is to meet adjacent surfaces in a neat and precise manner.
- E18.9 Within 48 hours of installation Asphalt surfaces are to be dusted with concrete dust applied either by sweeping or blowing. Concrete dust that does not adhere to the surface is to be removed.
- E18.10 Measurement and Payment will be at the contract unit price per square meter for item 'Supply and Install Asphalt Paving on Form B:Prices. Measurement shall be of the actual area covered by Asphalt. Price shall be payment in full for supplying materials and for performing all operations listed below:
- (a) Excavate in-situ material to accommodate the pavement structure including base and subbase. Disposal of excess material.
 - (b) Supply and installation of Geotextile.
 - (c) Supply and placement of Crushed limestone Subbase course.
 - (d) Supply and placement of Crushed limestone base course.
 - (e) Supply and placement of Asphaltic Concrete.
 - (f) Dusting of Asphalt surfaces.

E19. SITE RESTORATION

E19.1 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all tools, equipment, waste, debris and surplus foundation earth to the satisfaction of the Contract Administrator. Unless otherwise specified, and as a condition of Total Performance the Contractor shall restore all areas of the Site beyond the established limit of Work, which have been disturbed by the Contractor's operations to as good as or better than the original condition to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this Work.

WADING POOL

E20. NEW POOL DECK

E20.1 New pool deck including zero entry, shall be constructed with reinforced concrete as per the drawings.

E20.2 Concrete paving and testing shall be as per CW 3325 and as per the drawings

E20.3 Zero entry shall be fitted with a handrail on both sides.

- (a) Handrail shall be constructed from 50 mm 316 or better stainless steel.
- (b) Handrail shall meet City of Winnipeg Accessibility Design Standards, current edition, section 1.1.7.
- (c) Handrail shall have an upper and lower rail as per City of Winnipeg Accessibility Design Standards.

E20.4 Deck shall have an aqua-flex warning strip at the edge of the deck.

- (a) Thickness of aqua-flex shall be 9.5 mm.
- (b) Top surface of aqua-flex shall be flush with the adjacent concrete surface.
- (c) Exposed edge of aqua-flex shall be formed rounded w. approx. 9 mm radius.

E20.5 Edge of deck shall have skate stops placed at 0.9 m intervals.

- (a) Skate stops shall be not more than 1" in height above the deck surface.
- (b) Skate stops shall be attached directly to the concrete with the aquaflex at the sides.
- (c) Skate stops shall have beveled edges.
- (d) Skate stops to be attached with stainless steel screws.
- (e) Screws to be countersunk.
- (f) Skate stops to be powder coated light blue.

E20.6 Contractor shall ensure and provide sufficient notice to ensure that compaction is tested and approved and reinforcing is reviewed by the Contract Administrator prior to pouring operations.

E20.7 Payment shall be as per Form B: Prices for the item named "New Pool Deck and Zero Entry".

E21. WATER PLAY COMPONENTS

E21.1 Components shall have durable, vandal resistant anchors, finishes, treatments.

E21.2 Mounting anchors must be flush with pool basin surface and otherwise meet all Province of Manitoba requirements.

E21.3 Contractor shall supply and install two water play components.

- (a) One component shall have a modestly sized dump bucket or multiple small dump buckets.

- (b) One components shall spray water directly between the heights of 45 cm and 180 cm.
 - (c) Each component shall;
 - (i) Mounting bases shall not create a trip hazard and shall be flush with the concrete deck or not exposed.
 - (ii) Height of the fixture shall be 3.0 m or greater.
 - (iii) Spray Zone shall be less than 7.0 m.
 - (iv) Base and post shall be powder coated steel.
- E21.4 Colours of fixtures are to be determined after award upon consultation with Contract Administrator and in accordance with City of Winnipeg Accessibility Design Standards. Notwithstanding the above it is intended that colours will have high contrast with their surroundings.
- E21.5 Contractor is to provide shop drawing including mounting method, anchoring, reinforcing for anchor, and connection of grounding and water. Drawing shall be stamped by an engineer registered to work in the Province of Manitoba.
- E21.6 Payment shall be as per Form B:Prices for "New Water Play Components". Payment shall be Lump Sum for two fixtures, installation, and connection including grounding and anchoring and plumbing.

E22. MECHANICAL/PLUMBING/ELECTRICAL SYSTEMS

- E22.1 This section shall cover the mechanical, plumbing and electrical systems.
- E22.2 The scope of this work shall generally consist of but not be limited to:
- (a) Isolating the existing recirculation system from the City potable water supply by means of an air gap.
 - (b) Adding a new anti-vortex pool drain and converting the existing drain to anti-vortex or replacing as may be necessary. New Drains are to be 1.5 meters apart and are to be interconnected and balanced.
 - (c) Replacing the current deck drains and associated plumbing.
 - (d) Replacing the current pool inlet jets and valves and associated plumbing.
 - (e) Providing new inlet lines to service the new spray features.
 - (f) Providing a new electric pump to supply water to the water play components and an additional pump as may be necessary to service the water treatment system.
 - (i) Pump(s) shall be sized to maintain operation of the spray features and recirculation with a minimum excess capacity of 20%. A strainer shall be provided prior to the pumps.
 - (g) Providing a water treatment systems sized appropriately for the wading pool, meeting the requirements of Manitoba Health and consisting of at minimum the following items:
 - (i) Strainer.
 - (ii) Pump.
 - (iii) Chlorinator.
 - (a) Chlorinator shall be Accutab CHLORINATOR 3012 or approved Equal as per B7.
 - (b) Contractor shall confirm that this chlorinator is adequate or take steps to have an adequate control approved.
 - (iv) Water Chemistry control.
 - (a) Shall be BECSys3 or approved equal as per B7.
 - (b) Contractor shall confirm that this control is adequate or take steps to have an adequate control approved.

- (v) Filter.
 - (a) Filter sized appropriately to the turnover and spray toy requirements.
 - (b) Filter Shall be a Cartridge type filter.
 - (c) Hayward Cartridge Filter C5030 - SWIMCLEAR 530 SQ/FT or approved Equal as per B7.
 - (d) Contractor shall confirm that this control is adequate or take steps to have an adequate control approved.

- E22.3 The chlorination system is to meet the following performance standard.
 - (a) Chlorination is to added automatically;
 - (b) Chlorination is to be a puck type system;
 - (c) The system is to be designed to maintain the level of free available chlorine or equivalent in the pool between 1 mg/l and 5 mg/l at all times. This includes the level of the chlorine at the spray toy nozzles and the recirculation return into the pools.
 - (d) The system shall be designed such that the combined residual chlorine level does not exceed 1.5 mb/l.
 - (e) The system shall be designed such that the hydrogen ion concentration of the water in the pool is maintained within the range pH 7.2 to pH 7.8 unless otherwise approved by a public health inspector;

- E22.4 Shop drawing shall be provided in accordance with D12.

- E22.5 Plumbing is to be be integrated into the existing pool mechanical and where feasible use existing lines except as noted on the drawings.
 - (i) The Contractor will be responsible for providing additional mechanical to sufficiently isolate the fill system from the recirculation system. It is expected that at minimum this will include an air gap and backflow preventors.
 - (ii) If the contractor chooses to use the existing backflow preventors then the Contractor will recertify these backflow devices. This shall in no way remove the requirement for an air gap.
 - (iii) All controls must be easily accessible.
 - (iv) Mountings must be structurally designed.
 - (v) Ensure all equipment, fixtures and devices requiring normal maintenance and or cleaning are to be mounted such that they are fully serviceable. Provide necessary isolation access doors, union fittings and the like.

- E22.6 Recirculation system shall be designed to treat the water, provide continuous recirculation of the water into the pool basin, and provide water for the spray toys to the standard required by Provincial Health.

- E22.7 Work to be performed by journeymen skilled tradesmen to the satisfaction of the Contract Administrator.

- E22.8 All plumbing and electrical must comply to all regulatory authorities that have jurisdiction and manufactures recommended practices.

- E22.9 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.

- E22.10 Mechanical markings to be in accordance with the following and approved by the Contract Administrator:
 - (i) Canadian General Standards Board (CGSB).
 - (ii) CAN/CGSB-1.60[M89], Interior Alkyld Gloss Enamel.

- (iii) CAN/CGSB-24.3[92], Identification of Piping Systems
- (iv) CAN/CGSB-149.1[M95].
- (v) CAN/CGSB-149.2[M91].

E22.11 Piping

- (a) All fittings to be galvanized or PVC. All fasteners to be Stainless Steel.
- (b) All water lines to have proper slope and drain capability and blow out valves for fall servicing.
- (c) Water service:
 - (i) To be sized to suit proposed design requirements.
- (d) Water Supply
 - (i) The existing water supply shall be maintained.
- (e) The existing piping shall be modified to ensure adequate separation from the water supply
 - (i) This separation shall be understood to include both backflow prevention and an air gap to the satisfaction of the City of Winnipeg cross connection inspector.
- (f) Return lines are to be sized to permit adequate turnover and supply water features and recirculation.
- (g) All PVC underground piping to be minimum of schedule 80.
- (h) All supply lines to the features to be low pressure poly pipe approved for 100 psi.
- (i) The connections and piping shall meet all existing code and be acceptable to any applicable Authorities.
- (j) The Contractor shall submit shop drawings for piping and connections stamped by a Registered Professional Engineer.

E22.12 Drains>Returns

- (a) Pool shall receive one new anti-vortex basin drain interconnected to the existing basin drain.
- (b) Existing basin drain is to be converted to an anti-vortex drain or replaced with a new anti-vortex drain.
- (c) Drain rim is to be set at a height to accommodate surfacing of the basin
- (d) Basin drains are to be isolated from the City sewer lines during operation by means of backflow preventers or air gap. Such separation is to be to the satisfaction of the City's Waterworks and Waste department and the Provincial Health department.
- (e) Returns shall be minimum of 1.5 m apart.
- (f) Deck Drains are to be provided
- (g) Deck drains, access lids, frames, etc. to be heavy duty non-corroding metal alloy (Stainless Steel).
- (h) Drain lines are to gravity drain to facilitate winterization.

E22.13 Metering

- (a) It is expected that the wading pool will use the existing water supply and continue to use the existing metering.

E22.14 Electrical

- (a) All equipment must be CSA approved.
- (b) Electrical work shall be sufficient to meet the mechanical system requirements.
- (c) Grounding of all components within water play area.

- (d) All electrical components to be protected by appropriate surge protection devices.
- (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.

E22.15 Periodic review during the construction phase

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

E22.16 Payment shall be as per Form B:Prices at the Lump Sum price for 'Mechanical/Plumbing/Electrical'. This shall include all Items necessary to provide a complete working project meeting the Provincial Health requirements.

E23. BASIN SURFACING

E23.1 This section shall cover the construction of a resilient overlay surfacing in the existing pool basin.

E23.2 Material to be AquaFlex porous surfacing or equal approved in accordance with B7.

- (a) Colour Type A to be Sky in basin
- (b) Colour Type B to be Wheat Blend on accessible entry
- (c) Colour Type C to be Cobalt Blend in warning strip

E23.3 Installation

- (a) Ensure any new concrete has cured for a minimum of 30 days.
- (b) Power wash deck surface.
- (c) Install keyways in the existing spray heads, drain and the inside of the pool as per manufacturers recommendations
- (d) Install two coats of AF primer prior to AquaFlex layer
- (e) Install AquaFlex using the manufacturers approved bonding agent over the existing basin to a minimum thickness of 9.5 mm (1/8").
 - (i) Ensure sufficient quantity of AquaFlex is provided to ensure uneven surfaces in the existing basin are made even in the top surface of the AquaFlex. It is anticipated that this will require 20% added material.
 - (ii) Install AquaFlex when the ambient temperature is greater than 10 degrees celsius.
 - (iii) Do not install AquaFlex when it is raining or rain is forecast within 72 hours.
 - (iv) Protect the installed surface for a minimum of 72 hours following installation.
- (f) Payment shall be as per Form B:Prices at the price for the item "Basin Surfacing".

E24. COMMISSIONING

E24.1 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.

- (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.

E24.2 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, part schedules, warranties, shop drawings, schedules, wire diagram and a listing of persons to contact for repairs during the warranty period.
 - (ii) Descriptions of day to day operations, preventative maintenance, annual and periodic maintenance, and procedures for seasonal shutdown and start-up.
- (b) Manuals shall be submitted as three original copied bound an a three ring notebook complete with tabs to separate each section (first section to be table of contents) and one electronic copy in PDF format submitted on a USB drive.
- (c) Manuals shall be submitted at, or prior, to Substantial Performance.

E24.3 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.

E24.4 Record Drawings

- (a) Contractor is to maintain a set of white prints on site during the construction. These are to be continuously updated to accurately record any changes or deviations from the shop drawings including but not limited to buried line location and runs dimensioned from the existing buildings, conduit size etc.
- (b) Prior to requesting Substantial Performance the Contractor shall transfer this information onto a autocad drawing including any necessary corrections required to ensure accuracy, print a set of these drawings, have them signed by a Professional Engineer registered to practice in the Province of Manitoba as a certification of accuracy, and provide two sealed printed sets, sealed PDF's, and the autocad drawing files to the Contract Administrator. An additional set of certified drawings is to be provided to Provincial Health.

E24.5 Payment shall be as per Form B:Prices at the price for item "Commissioning". Payment shall be made as follows:

- (a) 80 per cent upon achieving Substantial Performance and completing successful review of the project by Provincial Health
- (b) 20 per cent after first fall winterization.