



THE CITY OF WINNIPEG

TENDER

TENDER NO. 556-2026

**WADING POOL CONVERSION – MICHAËLLE JEAN PARK / NORQUAY
COMMUNITY CENTRE, 65 GRANVILLE STREET**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 Wading Pool Conversion – Michaëlle Jean Park / Norquay Community Centre, 65 Granville Street

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 3, 2026.
- B2.2 The Contract Administrator or the Manager of Purchasing 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 Contract Administrator or an authorized representative will be available at the Site at 1:30pm on Thursday, June 25, 2026 to provide Bidders access to the Site.
- B3.2 The Bidder is advised that the existing mechanical room, electrical panel, and site conditions shall be made available for viewing
- B3.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.
- B3.4 The Bidder is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Bid or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders 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 Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.
- B4.6 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 Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
 - (b) becomes publicly known other than through the Bidder; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender 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 Tender, 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 Bidder is responsible for ensuring that they have 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 Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid 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 Tender.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same

function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;

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

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their 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 Bidder 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 Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base their Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B18.
- 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. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
 - (a) Form A: Bid/Proposal;
 - (b) Form B: Prices;
 - (c) Form G1: Bid Bond and Agreement to Bond.
- B8.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B8.3.1 Bids will **only** be accepted electronically through MERX.
- B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B18.1(a).

B9. BID

- B9.1 The Bidder 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 Bidder is a sole proprietor carrying on business in their own name, their name shall be inserted;

- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than their 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 Bid 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 Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in their own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by their duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than their 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 Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

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

B10.1.1 Prices stated on Form B: Prices shall not include costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in C24. Any such costs shall be determined in accordance with C24.

B10.2 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.

B10.3 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10.4 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B10.4.1 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

B11. DISCLOSURE

B11.1 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.

B11.2 The Persons are:

- (a) Ful-flo Industries Ltd.
- (b) MARK Group

B12. CONFLICT OF INTEREST AND GOOD FAITH

B12.1 Further to C3.3, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder 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 Bids or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Bidder'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 their participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B12.3 In connection with their Bid, each entity identified in B12.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender 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.

B12.4 Without limiting B12.3, the City may, in their 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 their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B12.5 Without limiting B12.3, 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 their sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their employees proposed for the Work;

- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of their employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B13. QUALIFICATION

B13.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

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

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

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

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.5 and C6.19).

B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) 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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>.

B13.5 Further to B13.3(d), the Bidder acknowledges that they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilitymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B13.6 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B13.7 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14. BID SECURITY

B14.1 The Bidder shall include in their Bid Submission bid security in the form of a digital bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in Form G1: Bid Bond and Agreement to Bond, available at: <https://www.winnipeg.ca/media/4929/>

B14.2 Bid security shall be submitted in a digital format meeting the following criteria:

- (a) The version submitted by the Bidder must have valid digital signatures and seals;
- (b) The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B14.2(b).

B14.3 Bonds failing the verification process will not be considered to be valid and the bid shall be determined to be non-responsive in accordance with B18.1(a).

B14.4 Bonds passing the verification process will be treated as original and authentic.

B14.4.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.

B14.5 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly formed with the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

B14.6 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Tender.

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

- B15.1 Bids will not be opened publicly.
- B15.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.
- B15.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.
- B15.4 The Bidder is advised that any information contained in any Bid 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).
- B15.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder 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. IRREVOCABLE BID

- B16.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B16.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B17. WITHDRAWAL OF BIDS

- B17.1 A Bidder may withdraw their Bid without penalty at any time prior to the Submission Deadline.

B18. EVALUATION OF BIDS

- B18.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B7.
- B18.2 Further to B18.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B18.3 Further to B18.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.
- B18.4 Further to B18.1(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.

- B18.4.1 Further to B18.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B18.4.2 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

B19. AWARD OF CONTRACT

- B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B19.2.1 Without limiting the generality of B19.2, 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 their own forces;
 - (d) only one Bid 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.
- B19.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.
- B19.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2025 11 01) 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, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender 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 the renovation of an existing spray pad, including the removal of portions of the concrete spray basin, the integrated concrete wading pool, and broken spray features, and the installation of new spray features, including mechanical and electrical renovations, new reinforced concrete spray basin, site furnishings, and associated site repair.
- D2.2 The major components of the Work are as follows:
- (a) Cutting and disposal of reinforced concrete spray basin and wading pool basin to the extents shown on the Drawings;
 - (b) Removal and disposal of select spray features and wading pool mechanical, including investigating the reusability of their water service lines, capping the lines, and/or removal of the lines;
 - (c) Removal and disposal of existing spray equipment manifold;
 - (d) Removal, storage, and reinstallation of existing benches;
 - (e) Supply and installation of new specified spray features, including associated mechanical and electrical connections, with engineering and permitting as required;
 - (f) Supply and installation of new spray equipment manifold, including possible mechanical room equipment reorganization and adjustments to incoming water service and outgoing sewer service connections;
 - (g) Reprogramming of existing spray pad controller, if required;
 - (h) Directional drilling and hydrovacuuming for new feature service lines, if required;
 - (i) Supply and installation of new concrete spray basin replacement sections;
 - (j) Supply and installation of new trench drain;
 - (k) Supply and installation of new concrete pads;
 - (l) Pickup and installation of site furnishings;
 - (m) Site restoration, including grading, topsoil placement with fine grading, sodding, and maintenance; and
 - (n) Commissioning, winterization, and spring start-up of the renovated spray pad.

D3. CONTRACT ADMINISTRATOR

- D3.1 The Contract Administrator is DWAsitework Inc., represented by:
Elizabeth Christiansen
Principal Landscape Architect
Telephone No. 204-782-2217
Email Address elizabeth@dwasitework.ca
- D3.2 At the pre-construction meeting, Elizabeth Christiansen will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4. CONTRACTOR'S SUPERVISOR

- D4.1 At the pre-construction meeting, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5. FURNISHING OF DOCUMENTS

- D5.1 Upon award of the Contract, the Contractor will be provided with 'issued for construction' Contract Documents electronically, including Drawings in PDF format only.

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.
- 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, Purchasing Division website at <http://www.winnipeg.ca/matmgmt/Safety/default.stm>
- D7.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at their 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 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 DWAsitework Inc. added as additional insured, with a cross-liability clause, contractual liability, unlicensed motor vehicle liability (contractor's equipment), non-owned automobile liability and products and completed operations endorsement, to remain in place at all times during the performance of the Work and throughout the Warranty period;
 - (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 cover 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 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

D8.4 The Contractor shall provide:

- (a) The certificate of insurance, in a form satisfactory to the Supervisor of Insurance, to:

The City of Winnipeg
Risk Management
Insurance Section
185 King Street, 3rd Floor
Winnipeg, MB R3B 1J1

- (b) The Contract Administrator with a copy of the certificate of insurance.

At least two (2) Business Days of notification of the award of the Contract prior to the commencement of any Work on the Site.

- D8.5 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Supervisor of Insurance.

D9. CONTRACT SECURITY

- D9.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond 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 amount of fifty percent (50%) of the Contract Price; and
(b) labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in an amount equal to fifty percent (50%) of the Contract Price.

- D9.1.1 Bonds are available at:

- (a) Performance Bond <https://www.winnipeg.ca/media/4928/>
(i) Performance Bond – Schedule A - Form of Notice
<https://www.winnipeg.ca/media/4831/>
(ii) Performance Bond – Schedule B – Surety's Acknowledgement
<https://www.winnipeg.ca/media/4832/>
(iii) Performance Bond – Schedule C – Surety's Position
<https://www.winnipeg.ca/media/4833/>
(b) Labour & Material Payment Bond <https://www.winnipeg.ca/media/4930/>
(i) L&M Bond – Schedule A – Notice of Claim
<https://www.winnipeg.ca/media/4834/>
(ii) L&M Bond – Schedule B – Acknowledgement of a Notice
<https://www.winnipeg.ca/media/4835/>
(iii) L&M Bond – Schedule C – Surety's Position
<https://www.winnipeg.ca/media/4836/>

- D9.1.2 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:

- (a) the version submitted by the Contractor must have valid digital signatures and seals;
(b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
(c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.

- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
 - (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D9.1(b).
- D9.1.3 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in their discretion, exercised reasonably, allows.
- D9.1.4 Digital bonds passing the verification process will be treated as original and authentic.
- D9.2 The Contractor shall provide:
 - (a) the required Contract Security to:

The City of Winnipeg
Legal Services Department
185 King Street, 3rd Floor
Winnipeg, MB R3B 1J1
 - (b) The Contract Administrator with copies of the required Contract Security.

within seven (7) Calendar Days of notification of the award of the Contract and prior to the commencement of any Work on the Site.
- D9.3 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.

D11. EQUIPMENT LIST

- D11.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least two (2) Business Days prior to the commencement of any Work on the Site.

D12. DETAILED WORK SCHEDULE

- D12.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site.
- D12.2 The detailed work schedule shall consist of the following:
 - (a) a critical path method (C.P.M.) schedule for the Work;
 - (b) a Gantt chart for the Work based on the C.P.M. schedule;
 - (c) a daily manpower schedule for the Work;

all acceptable to the Contract Administrator.

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

- (a) Permitting,
- (b) Ordering spray components,
- (c) Delivery of spray components,
- (d) Start date of Work on Site,
- (e) Demolition and removals,
- (f) Layout,
- (g) Mechanical and Electrical Work,
- (h) Concrete forming,
- (i) Concrete pour(s),
- (j) Installation of spray components,
- (k) Installation of site furnishings,
- (l) Site remediation,
- (m) Commissioning and winterization,
- (n) Substantial Performance,
- (o) Total Performance, and
- (p) Other milestone dates appropriate to this project.

D12.4 Further to D12.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

D12.5 Further to D12.2(c), the daily manpower schedule shall list the daily number of individuals on the Site for each trade.

D13. REQUIREMENT FOR SITE ACCESSIBILITY PLAN

D13.1 The Contractor shall provide the Contract Administrator with an Accessibility Plan at least five (5) Business Days prior to the commencement of any Work on the Site.

D13.2 The Accessibility Plan shall demonstrate how the Contractor will accommodate the safe passage of pedestrians and cyclists in accordance with the Manual of Temporary Traffic Control, the Contract Drawings, Staging Plans, and Streets By-Law No. 1481/77 at all times for the duration of the Construction. Unless noted in the Contract, the Accessibility Plan must include a written plan for the following:

- (a) How the Contractor will maintain at least one crossing in each direction for each intersection (one north/south crosswalk and one east/west crosswalk).
- (b) How the Contractor will maintain access to bus stops within the site.
- (c) How the Contractor will maintain access to pedestrian corridors and half signals.
- (d) How the Contractor will maintain cycling facilities.
- (e) How the Contractor will maintain access to residents and businesses unless otherwise noted in the Contract.
- (f) Any required detour signage at adjacent crossings to facilitate sidewalk or active transportation pathway closures.

- D13.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.
- D13.4 The Accessibility Plan shall include written details on how the Contractor intends to review, maintain, and document all items related to the Accessibility Plan on-site during Construction, including, but not limited to:
- (a) Signage
 - (b) Temporary Ramping
 - (c) Transit Stops
 - (d) Detour Signage
- D13.5 At minimum, the Contractor shall review the site conditions on a daily basis to ensure that all features related to the Accessibility Plan are in place. The site review is intended to correct deficiencies as a result of unforeseen events such as wind, traffic, or the general public. Deficiencies that are direct result of the Contractors actions must be corrected immediately.
- D13.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.
- D13.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- D13.8 Deficiencies as a direct result of actions by the Contractor that are not immediately corrected and/or failure to produce records that demonstrate that the site was maintained in compliance with the Accessibility Plan may result in a pay adjustment via the monthly Progress Payment. The rate of pay adjustment will be as per the following schedule:
- (a) First Offence – A warning will be issued and documented in the weekly or bi-weekly site meeting.
 - (b) Second Offence - A field instruction to immediately correct the site will be issued by the Contract Administrator.
 - (c) Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

SCHEDULE OF WORK

D14. COMMENCEMENT

- D14.1 The Contractor shall not commence any Work until they are in receipt of an award letter from the Award Authority authorizing the commencement of the Work.
- D14.2 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 C6.17;
 - (iii) the Safe Work Plan specified in D7;
 - (iv) evidence of the insurance specified in D8;
 - (v) evidence of the contract security specified in D9;
 - (vi) the Subcontractor list specified in D10;
 - (vii) the equipment list specified in D11;
 - (viii) the detailed work schedule specified in D12;
 - (ix) the Requirement for Site Accessibility Plan in D13; and
 - (x) the direct deposit application form specified in C12.20
 - (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.

D14.3 The Contractor shall not commence the Work on the Site before Tuesday, September 8, 2026.

D14.4 The City intends to award this Contract by Tuesday, August 4, 2026.

D14.4.1 If the actual date of award is later than the intended date, the dates specified for Commencement, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D15. SUBSTANTIAL PERFORMANCE

D15.1 The Contractor shall achieve Substantial Performance by May 21, 2027.

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 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 May 28, 2027;

or within 7 (seven) Calendar Days if seasonal inclement weather does not allow permanent restorations to commence immediately after Substantial Performance, whichever comes first. The Contract Administrator will advise the Contractor when seasonal conditions will allow permanent restorations to begin. The Contractor will start final restorations no later than 14 (fourteen) Calendar Days after formal notification by the Contract Administrator

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) Substantial Performance – five hundred dollars (\$500.00);
- (b) 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. SCHEDULED MAINTENANCE

- D18.1 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 E28;
 - (b) Spray pad winterization and spring start-up as specified in E27.
- D18.2 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

D19. JOB MEETINGS

- D19.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D19.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

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

- D20.1 Further to C6.27, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

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

- D21.1 Further to B13.4, 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 their sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

PAYMENT

D22. PAYMENT

- D22.1 Further to E5, no payment will be made for Cash Allowances other than as set out in E5.4.

D23. PAYMENT SCHEDULE

- D23.1 Further to C12, payment shall be Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D24. WARRANTY

D24.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D24.1.1 For the purpose of contract security, the warranty period shall be one (1) year.

D24.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D24.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

INDEMNITY

D25. INDEMNITY

D25.1 Indemnity shall be as stated in C17.

FORM K: EQUIPMENT
(See D11)

WADING POOL CONVERSION – MICHAËLLE JEAN PARK / NORQUAY COMMUNITY CENTRE, 65
GRANVILLE STREET

1. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
2. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
3. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	

FORM K: EQUIPMENT
(See D11)

WADING POOL CONVERSION – MICHAËLLE JEAN PARK / NORQUAY COMMUNITY CENTRE, 65
GRANVILLE STREET

4. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
5. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
6. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	

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 their 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, Purchasing 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 Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. 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>
	Cover Sheet
L-001	Existing Conditions and Removals Plan
L-002	Development Plan
L-003	Grading Plan
L-004	Landscape Details
C0	Civil Specifications
C1	Site Services Plan
S0	Structural Specifications
S1-1	Splash Pad – Foundation Plan
S1-2	Splash Pad – Foundation Details
M0	Mechanical Specifications
M1	Splash Pad – Piping System Plan
E0	Electrical Specifications and Legends
E1	Site Service Layout (Electrical)

E2. DRAWINGS AND SPECIFICATIONS

- E2.1 The Contractor shall maintain one full size set of Drawings and Specifications on Site at all times during construction. This shall include the Contractor's final design and shop drawings, complete construction details, schematic diagrams, and plan and elevation views of the spray pad mechanical system, change orders, and any other information pertinent to the construction of the Project. The drawings shall be printed in colour if colour is used to convey information.
- E2.2 The Contractor shall maintain a set of Record Drawings on Site marking all Changes in Work. These are to include but not be limited to buried line locations and runs dimensioned from existing site features. The information shall be transferred to an autocad drawing and submitted to the Contract Administrator at Total Performance. There shall be no separate payment for Record Drawings but they shall be considered a part of the Commissioning.

E3. COMPLETE PROJECT

- E3.1 The Contractor is to deliver a Complete Project including all permits, inspections, demolition/removal/decommissioning, connections, tie-ins, and restorations required to operate and maintain the Project.

E4. HAZARDOUS MATERIALS

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

E5. CASH ALLOWANCE FOR ADDITIONAL WORK

- E5.1 Additional Work may be necessitated due to unforeseen circumstances that may arise during the course of the project due to:
- (a) Additions to the scope of Work by the Contract Administrator, beyond that defined herein.
- E5.2 A cash allowance has been included on Form B: Prices.
- E5.3 The City reserves the right to delete any or all of the Cash Allowance from the Contract if the Work intended to be covered by the Cash Allowance is not required, or if the Works intended are found to be more extensive than the provisional Cash Allowance.
- E5.4 Cost of additional work shall be evaluated by the methods outlined in C7.4, and a Change Order prepared by the Contract Administrator. Cost of the Change Order will be paid on the Progress Estimate and deducted from the Cash Allowance. If the valuation of the authorized work exceeds the Value of the Cash Allowance, the Contract Value will be adjusted by the shortfall.
- E5.5 Additional services and/or Work will not be initiated for:
- (a) Reasons of lack of performance or errors in execution.
 - (b) Scheduling changes initiated by the City, where at least 24 hours' notice is given prior to the Contractors schedule time to be on Site.
- E5.6 Should it be determined that additional material or services are required, the Contract Administrator shall approve the Work, prior to commencement of the additional Work.
- E5.7 Material Mark-Up Factors in accordance with C7:
- (a) The base cost is to be the wholesale cost of the material, regardless of the Contractor or Subcontractor supplying the material.
 - (b) In general, the party (Contractor or Subcontractor) supplying the material is the party that purchases the material from a supplier who does not perform any work on Site, unless otherwise determined by the Contract Administrator.
 - (c) Where the Contractor is supplying the material, the mark-up on the material is limited to fifteen percent (15%).
 - (d) Where the Contractor's immediate Subcontractor is supplying the material the total mark-up on the material including all Subcontractors and the Contractor is limited to twenty-five percent (25%)
 - (i) The Subcontractor's mark-up on the material is limited to fifteen percent (15%);
 - (ii) The Contractor's mark-up on the material is limited to ten percent (10%).
 - (e) A Third-Level Subcontractor is a Subcontractor of a Subcontractor of the Contractor.
 - (i) No Third-Level Subcontractors on this project are approved for additional mark-up.

- E5.8 In the event that a Third-Level Subcontractor is utilized, that is not approved for additional mark-up, the Contractor is responsible for coordinating the split of the maximum approved mark-up between the Contractor and Subcontractors.

E6. TRAFFIC CONTROL

- E7.1 In accordance with the Manual of Temporary Traffic Control on City Streets (MTTC), the Contract Administrator shall make arrangements with the Traffic Services Branch of the City of Winnipeg to place, maintain, and remove all regulatory signs and traffic control devices authorized and/or required by the Traffic Management Branch in the following situations:
- (a) Parking restrictions,
 - (b) Stopping restrictions,
 - (c) Turn restrictions,
 - (d) Diamond lane removal,
 - (e) Full or directional closures on a Regional Street,
 - (f) Traffic routed across a median,
 - (g) Full or directional closure of a non-regional street where there is a requirement for regulatory signs (turn restrictions, bus stop relocations, etc.) to implement the closure.
 - (h) Approved Designated Construction Zones with a temporary posted speed limit reduction. Traffic Services will be responsible for placing all of the advance signs and 'Construction Ends' (TC-4) signs. The Contractor is still responsible for all other temporary traffic control including but not limited to barricades, barrels and tall cones.
- E7.2 Further to (c), the Contractor shall make arrangement with the Traffic Services Branch of the City of Winnipeg to supply regulatory signs as required.
- E7.3 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the Site has been maintained.
- E7.4 Further to E6(c) and E6(d) the Contractor shall make arrangements with the Traffic Services Branch of the City of Winnipeg to reinstall the permanent regulatory signs after the Contract Work is complete. At this time the Contractor shall make arrangements to drop off the stockpiled materials to Traffic Services at 495 Archibald Street.
- E7.5 Any changes to the approved traffic management plan must be submitted to the Contract Administrator a minimum of (five) 5 Working Days prior to the required change for approval.
- E6.2 If the Contract Administrator determines that the Contractor is not performing Traffic Control in accordance with this specification, Traffic Services Branch may be engaged to perform the Traffic Control. In this event the Contractor shall bear the costs associated charged to the project by the Traffic Services Branch of the City of Winnipeg in connection with the required Works undertaken by the Contractor.

E7. EXISTING SERVICES AND UTILITIES

- E7.1 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.

E8. EXAMINATION OF THE SITE

- E8.1 Further to C3.1, prior to commencing actual construction work, the Contractor shall check field conditions, obtain and confirm actual site dimensions, examine surface conditions, etc. as required to ensure correct fabrication and execution of the Work.

E8.2 Information, if shown on the plans or provided in the specifications, related to past works in the area is based on record information which has been, in part, prepared by others. While this information is believed to be reliable, the Contract Administrator cannot assure its accuracy or for any errors or omissions which may have been incorporated as a result. The Contractor is hereby advised to obtain independent verification of accuracy of all information provided before applying it for any purpose.

E8.3 Commencement of construction or any part thereof constitutes acceptance of existing conditions, and means dimensions have been considered, verified and are acceptable.

E8.4 The Contractor shall bear all costs for onsite review and examination.

E9. ACCESS TO SITE

E9.1 Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at their own expense and approved by the Contract Administrator.

E9.2 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and they shall be responsible for all damage resulting from their Work on private property.

E10. CONSTRUCTION FACILITIES AND STAGING

E10.1 The Contractor shall be responsible for providing their own storage and handling of all construction operations. The use of public right-of-ways will not be allowed.

E11. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES

E11.1 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.

E11.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.

E11.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.

E11.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.

E11.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.

E11.6 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 their encountering of suspected hazardous material during their course of Work.

E12. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY

E12.1 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.

- E12.2 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.
- E12.3 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 their designate.
- E12.4 No separate measurement or payment will be made for the protection of trees.
- E13. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT**
- E13.1 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 they are working near them. Any damage caused by the negligence of the Contractor or their Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by him at their own expense, to the satisfaction of the Contract Administrator.
- E13.2 Ambulance/ Emergency vehicle access must be maintained at all times.
- E14. PROTECTION OF THE SURVEY INFRASTRUCTURE**
- E14.1 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.
- E14.2 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.
- E14.3 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 their agent and all associated costs shall be paid for by the Contractor.
- E14.4 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.

E15. SITE ENCLOSURES

- E15.1 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.
- E15.2 Site enclosures shall, at a minimum, consist of sectional 1.8m high, non-climbable metal fencing.
- E15.3 Site enclosures shall be considered incidental to the Contract Work.

E16. STAKES AND MARKS

- E16.1 The Contractor is responsible for the identification and staking of the property lines and the establishment of the layout of all Work. Key grade stakes shall be identified at the pre-construction meeting.
- E16.2 The Contract Administrator shall be advised of the staking of the layout and site grades at least twenty-four (24) hours in advance in order that the layout and site grades may be inspected and adjusted as required prior to construction.
- E16.3 The Contractor is responsible for the establishment and maintenance of the fixed bench mark, layout and grade stakes throughout the construction process.
- E16.4 The Contractor shall determine the meaning and correctness of the stakes and marks before starting the Work. If an error is suspected in the Drawings, Specifications or directions of the Contract Administrator, Work will be discontinued until the error is rectified. No claim will be made due to alleged inaccuracies in the stakes and marks and for delay in the Work to rectify an error.

E17. SHOP DRAWINGS

- E17.1 Further to CW 1110, the Contractor shall provide within fourteen (14) Calendar Days of Award, at a minimum the following Shop Drawings:
 - (a) Spray component plans and layouts; and
 - (b) Drawings/charts confirming the colours of shade spray components.

E18. SAMPLES

- E18.1 Samples called for in the Specification or requested by the Contract Administrator shall be submitted within fifteen (15) Calendar Days of request.
 - (a) Identify samples with name of project, date, name of Contractor, name of supplier/manufacturer and use of material represented by sample.
 - (b) Do not proceed with delivery of materials until samples are reviewed by the Contract Administrator. No deviation is permitted after approval of sample.
 - (c) Approval of samples does not imply acceptance of finished Work.
 - (d) Where required, submit a range of samples, as may be reasonable.

E19. TEST REPORTS

- E19.1 Where required by the Contract Administrator, the Contractor shall provide certified copies of tests upon materials to be used in construction of the Work, indicating that the materials comply with the Specifications.

E19.2 Submit test results to the Contract Administrator within ten (10) Calendar Days of request.

E19.3 All testing costs shall be the responsibility of the Contractor.

SITE DEVELOPMENT

E20. PROTECTION

E20.1 The Contractor shall be responsible for protecting their Work until the Work has been completed and for protecting other surfaces during execution of Work in accordance with the Specifications.

E20.2 Experience has shown that a security guard is required at all times during the critical concrete curing stages to prevent trespassing onto the Site. Security fencing is not sufficient to prevent such trespassing.

E20.3 Should the Work be suspended for any cause whatsoever, the Contractor shall assume all responsibility for proper protection during such period.

E21. DEMOLITION AND REMOVALS

E21.1 General Description

- (a) This specification shall cover the decommissioning and removal of noted spray features and wading pool fill lines/mechanical. This specification shall cover the removal of:
 - (i) Sections of reinforced concrete spray pad and wading pool basin;
 - (ii) Select spray features and wading pool mechanical, including investigating the reusability of their water service lines, capping the lines, and/or removal of the lines;
 - (iii) Existing Waterplay manifold; and
 - (iv) Existing benches.
- (b) All items to remain shall be protected during construction to the satisfaction of the Contract Administrator.
- (c) The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

E21.2 Methods

- (a) Equipment to be used for the cutting and breaking up of concrete and removals shall be approved by the Contract Administrator.
- (b) Layout of concrete removals shall be marked and reviewed on site by the Contract Administrator and the City prior to Work.
- (c) All drains and mechanical fixtures contained within the existing spray pad that are to remain shall be protected during construction.
- (d) All drains, mechanical fixtures, and spray features contained within the existing spray pad and wading pool area that are to be removed shall be removed safely and in coordination with the goal of reusing water service and drainage lines that are re-usable.
 - (i) The spray features that are to be removed are:
 - (i) 2 – GS: Monster 5
 - (ii) 1 – FS: Mist Stick Activator
 - (iii) 1 – FS: Daisy Mae (Straight)
 - (iv) 1 – FS: Crazy Hose
- (e) Concrete foundations of removed spray features are to be broken up and removed in their entirety, except for the Crazy Hose.

- (i) Crazy Hose feature is to be removed and capped. Foundation for Crazy Hose to remain as it is located in an area where the existing spray pad is to remain and be protected.
- (f) The existing ten-line Waterplay manifold located in the mechanical room is to be appropriately disconnected, removed, and assessed by the City of Winnipeg for their own re-use.
- (g) Benches to be removed, as noted on the Drawings, shall be done so carefully to protect them. Benches to be stored and protected throughout construction for their re-installation in the Project.
- (h) All materials to be demolished and removed are to be removed from the Site and disposed of in a safe and legal manner. Excavated materials shall be recycled or legally disposed of off-site.

E21.3 Backfill

- (a) Further to CW3110, any excavation left by the removal of spray feature foundations shall be, further to CW3110, backfilled to depths required to construct the new portions of the concrete spray pad basin using common material approved by the City of Winnipeg and compacted to achieve a minimum compaction of 95% Proctor Density.
- (b) The Contractor shall provide compaction tests of the subgrade prior to placement of granular base material.
- (c) All compaction testing costs shall be borne by the Contractor and considered incidental to the Work.

E21.4 Method of Measurement and Basis of Payment

- (a) Method of Measurement shall be as follows:
 - (i) Demolition and Removals shall be measured on a lump sum basis for:
 - (i) "Demolition and Removals" on Form B: Prices.
- (b) Basis of Payment
 - (i) Demolition and Removals will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all permitting, labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E22. MECHANICAL AND ELECTRICAL SYSTEMS

E22.1 General Description

- (a) This specification shall cover the supply and installation of water and sewer connections, and all mechanical, plumbing and electrical required to renovate the spray pad.
- (b) The existing spray pad system is a recirculating system connected to a 38mm City water service. The renovation of the system shall adhere to the provided Drawings and be supplemented by the Proponent's discoveries made during investigative operations as part of the renovation. Variations to the provided Drawings are to be approved by the Contract Administrator and the City of Winnipeg prior to implementation.
- (c) The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

E22.2 Materials and Methods

- (a) All mechanical, electrical and plumbing must comply to all regulatory authorities that have jurisdiction, *The City of Winnipeg Standard Construction Specifications*, and manufacturer's recommended practices.

- (b) 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.
- (c) All active load pipe shall be Schedule 80 PVC or better.
- (d) All water supply lines to the features shall be low pressure poly pipe approved for 100psi.
- (e) All material used as pipe sleeves shall be reviewed in advance of installation by the Contract Administrator.
- (f) Piping is to include a shock arrester.
- (g) Mechanical markings are to be in accordance with the most current standards which may include:
 - (i) Canadian General Standards Board (CGSB).
 - (ii) CAN/CGSB-1.60[M89], Interior Alkyd Gloss Enamel
 - (iii) CAN/CGSB-24.3[92], Identification of Piping Systems
 - (iv) CAN/CGSB-149.1[M95]
 - (v) CAN/CGSB-149.2[M91]
- (h) Qualified tradesmen shall be employed for all work.
- (i) Directional boring is the preferred method of installation for new water service lines so as not to disturb existing site features (i.e., playground, pavement, etc.).
 - (i) Contractor to determine if alternative or additional methods are required, such as hydrovaccing, open-air trenching, etc., and make allowances.
- (j) The Contractor shall restore all areas 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.

E22.3 Mechanical

- (a) All mechanical devices that are required to operate the spray pad are to be located in the Community Centre's mechanical room.
 - (i) A new 15-valve Waterplay manifold is required to replace the existing 10-valve Waterplay manifold.
 - (ii) Relocating/adjusting the incoming water service to service the new manifold will be required.
 - (iii) Reorganizing of the mechanical room, including existing mechanical equipment that is to remain, may be required. Proponent to review proposed layout with Contract Administrator and the City of Winnipeg prior to implementation.
 - (iv) Mountings must be structurally designed.
 - (v) Controls must be easily accessible.
 - (vi) Each solenoid valve in the vault or cabinet shall have its own dedicated shut off/isolation valve so that each line might be repaired without shutting off the entire system.
 - (vii) 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.
- (b) Controls
 - (i) The existing Waterplay controller may require reprogramming or updating, either on site at Waterplay headquarters. Proponent to facilitate.
- (c) Refer to Drawings M0 and M1 for additional mechanical specifications and details.

E22.4 Electrical

- (a) The electrical service may tie into the Community Centre's electrical system for the existing spray pad. Further to B3, the electrical panel may be viewed at a pre-bid site meeting.

- (i) The Contractor is responsible for the supply and installation of any/all upgrades that may be required for the complete operation of the spray pad. All electrical equipment must be C.S.A. and City of Winnipeg approved.
 - (ii) All electrical Work in/on the Community Centre building shall be installed in a neat, unobtrusive manner to the satisfaction of the Contract Administrator.
 - (iii) All components within the spray pad area shall be grounded in accordance with manufacturer's requirements and Electrical code. All fencing, bollards, and site furniture within 1.5m of the spray pad are to be grounded.
 - (iv) All electrical controls and equipment are to be in a free-standing weather proof enclosure.
- (b) Refer to Drawings E0 and E1 for additional electrical specifications and details.

E22.5 Method of Measurement and Basis of Payment

- (a) Method of Measurement shall be as follows:
- (i) Mechanical and Electrical Systems shall be measured on a lump sum basis for:
 - (i) "Supply and Installation of Mechanical and Electrical Systems" on Form B: Prices.
 - (ii) Additional Consulting and Design fees that may be required for these systems shall be considered incidental to the Work.
- (b) Basis of Payment
- (i) Mechanical and Electrical Systems will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all permitting, labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E23. CONCRETE SPRAY PAD

E23.1 General Description

- (a) Further to CW 3110 and CW 3310, this specification shall cover the supply and installation of;
- (i) Concrete Spray Pad infill areas, including excavation, sub-base and base construction, concrete foundations for spray features, and concrete paving.
- (b) Spray features in association with the concrete Work are covered under E24.
- (c) The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

E23.2 General Instructions

- (a) Quality Control
- (i) Testing and Approval of Materials
 - (i) Material testing may be required as per this Specification and as directed by the Contract Administrator.
 - (ii) If concrete testing is required, do not place concrete until material testing is performed and reviewed by Contract Administrator.

E23.3 Layout and Grading

- (a) The infilled concrete spray pad areas include the spray basin and the over spray zone. It is to be sized and laid out as per the approved Drawings and upon review on site by the Contract Administrator.
- (b) The spray basin and the over spray zone are to be sloped to drain towards basin drains. The maximum slope to be 3%. The minimum slope to be 1.5%.

- (c) Typical depth of new concrete spray is 150mm. Depth varies and may increase to ± 300 mm where the wading pool is being filled in. Refer to Structural Section 7/S1-2 and Grading Plan Drawing L-003.

E23.4 Materials and Methods

- (a) All materials and methods as per CW 2160, the NBCC 2020, and all pertinent recommendations of CSA standard A23.1 and A23.3.
- (b) Concrete
 - (i) To CW 3310
 - (ii) Concrete Spray Pad as shown on the Drawings, 150mm thick reinforced concrete paving c/w thickened edge
 - (iii) Light broom finish with slip resistant surface. Contractor to have sample of concrete finish approved by Contract Administrator prior to any concrete being poured.
 - (iv) Colour of coloured concrete replacement section to be determined on site with Contract Administrator. Contractor to have sample of coloured concrete approved by Contract Administrator prior to any concrete being poured.
 - (v) Minimum Compressive Strength: 25MPa at 28 days.
 - (vi) Maximum Aggregate Size: 20mm, nominal.
 - (vii) Air Entrainment: 4-7%.
 - (viii) Exposure Class: F-2.
- (c) Concrete design based on the following conditions:
 - (i) Soil bearing pressure of 2000 psf for spread footing on firm clay, dense compact gravel, sand or silt.
 - (ii) All cement shall be type GU or GUB.
 - (iii) Contractor shall notify Contract Administrator if local conditions differ from those listed above.
- (d) Concrete cover for reinforcing steel shall be as follows:
 - (i) Concrete deposited against soil: 75mm
 - (ii) Concrete exposed to weather, water, or soil after removal of forms: 38mm
 - (iii) Slabs and walls, except as noted in (i) and (ii): 19mm
- (e) All reinforcing steel shall be high bond deformed bars conforming to CSA G30.18 grade 400 for 10M, 15M, or larger.
- (f) All bending details, dimensions, anchorage, cut-off lengths, bar supports, spacers, and location of reinforcing slices shall be in accordance with CSA A23.3 latest edition, unless otherwise shown.
- (g) Subgrade and gravel pad preparation:
 - (i) Excavation depth to be confirmed on site depending on required excavation extent.
 - (ii) Extend excavation beyond footprint of the slab at the perimeter of the splash pad a minimal horizontal distance equal to the depth of excavation.
 - (iii) The subgrade should consist of firm to very stiff native clay, dense compact gravel, sand or silt.
 - (iv) Proof roll existing subgrade to identify any soft areas using heavy sheeps foot or smooth faced roller in non-vibratory mode. If any soft areas are encountered, they are to be excavated to a minimum depth of 300mm or until all soft material is removed. Replace with suitable fill. Suitable fill shall be GBC-II, A-base granular or high plastic in-situ clay (no organics) compacted to 98% standard proctor density placed in maximum 150mm lifts.
 - (v) Top 300mm of existing subgrade shall be uniformly compacted to 98% standard proctor density.
 - (vi) As required, place granular base course GBC-I or GBC-II in maximum 150mm lift up to the underside of the design slab elevation. Lift to be compacted to 100% standard proctor density. All sloped surfaces to be shaped at a minimum 1:1 slope.

- (h) Refer to Drawings S0, S1-1, and S1-2 for additional structural specifications and details.

E23.5 Cold Weather Concreting

- (a) Cold weather concreting shall be as per Section 3.9 of CW 2160 and CSA A23.1.
 - (i) All material and equipment needed for adequate protection and curing shall be on hand and ready to use before concrete placement is started.
 - (ii) Before concrete is placed all ice, snow, and frost shall be removed from formwork and all surfaces against which concrete will be placed.
 - ◆ Temperatures of adjacent surfaces shall be raised to and maintained at 5° C minimum, prior to and during concreting.
 - ◆ Calcium chloride or other de-icing salts shall not be used as a de-icing agent in the forms.
 - (iii) Heating equipment and enclosures shall be per CW 2160 and CSA A23.1.

E23.6 Method of Measurement and Basis of Payment

- (a) Method of Measurement shall be as follows:
 - (i) Concrete Spray Pad will be measured on a square metre basis for:
 - (i) "Supply and Installation of Concrete Spray Pad Infill Areas" on Form B: Prices.
- (b) Basis of Payment
 - (i) Concrete Spray Pad will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E24. SPRAY FEATURES

E24.1 General Description

- (a) This specification shall cover the supply and installation of Waterplay spray features.
- (b) The existing recirculating spray pad system and spray features are from Waterplay by MAKR. For system integration, operational consistency, and aesthetic cohesion, Waterplay spray features are specified, and no substitutions of spray features shall be permitted.
- (c) The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

E24.2 Materials and Methods

- (a) New Waterplay spray features shall be as follows:
 - (i) 2 – FS: Splash Blaster
 - (ii) 3 – GS: Solo Spurt
 - (iii) 1 – FS: U.S.O.
 - (iv) 1 – FS: Morning Grass 2
 - (v) 1 – GS: Team Effect Mini
 - (vi) 1 – FS: Sling Soaker

E24.3 Method of Measurement and Basis of Payment

- (a) Method of Measurement shall be as follows:
 - (i) Spray Features will be measured on a lump sum basis for:
 - (i) "Supply and Installation of Spray Features" on Form B: Prices.
 - (ii) Consulting and Design fees for the Spray Features, if required, shall be considered incidental to the Work.

E24.4 Basis of Payment

- (a) Spray Features will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E25. TRENCH DRAIN

E25.1 General Description

- (a) This specification shall cover the supply and installation of a trench drain.
- (b) The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

E25.2 Materials and Methods

- (a) Title Wave Trench Grate Cover and Type S Trench Grate Frame, Urban Accessories, custom arc 5.4m inner radius, 6.6m length, or approved substitute in accordance with B7.
- (b) Trench Grate Cover surface mounted to embedded custom Type S Trench Grate Frame with 6 x tamper-proof, sunken screws per panel section.
- (c) Contractor to include all anchors and miscellaneous parts that are part of the installation for this system.
- (d) Material: Grey Iron.
- (e) Finish: Powder Coated with Texture, colour "Cove".
- (f) Shop drawings required.
- (g) Connect new trench drain to existing Ø150mm WWS, with exact elevations to be determined on site.
- (h) Refer to Civil Drawings C0 and C1 for further specifications.

E25.3 Method of Measurement and Basis of Payment

- (a) Method of Measurement shall be as follows:
 - (i) Trench Drain will be measured on a lump sum basis for:
 - (i) "Supply and Installation of Trench Drain" on Form B: Prices.
 - (ii) Shop drawing provision fees for custom trench drain layout, if required, shall be considered incidental to the Work.

E25.4 Basis of Payment

- (a) Trench Drain will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E26. SITE FURNITURE

E26.1 General Description

- (a) This specification shall cover the re-installation of existing benches.
- (b) The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

E26.2 Materials and Methods

- (a) Two existing, surface-mounted Tache Bench Composite without Arms, shall be reinstalled on the new concrete spray basin.
- (b) Two new, surface-mounted Tache Bench Composite with Arms, Drawing No. SCD-121E, Product #52501071, 1.8M length (6'), manufactured by the City of Winnipeg, shall be ordered and picked-up from pwd-cps-orderdesk@winnipeg.ca and installed on the concrete spray basin, located to be determined on site with Contract Administrator.
- (c) Installation of benches to be surface-mount with minimum 75mm depth wedge anchors and washers, 6 per bench.
- (d) Two 1.22m x 1.07m, 3mm Dibond Spray Pad Sign, one in French, one in English, picked-up from the City, and installed on existing chain link fence, location to be determined on site with Contract Administrator.

E26.3 Method of Measurement and Basis of Payment

- (a) Method of Measurement shall be as follows:
 - (i) Re-installation of Site Furniture will be measured on a per unit basis for:
 - (i) "Re-installation of Site Furniture" on Form B: Prices.
 - (ii) Pick-up and Installation of Site Furniture will be measured on a per unit basis for:
 - (i) "Pick-Up and Installation of Site Furniture" on Form B: Prices.
 - (iii) Pick-up and Installation of Spray Pad Signage will be measured on a per unit basis for:
 - (i) "Pick-Up and Installation of Spray Pad Signage" on Form B: Prices.

E26.4 Basis of Payment

- (a) Re-installation of Site Furniture, Pick-up and Installation of Site Furniture, and Pick-up and Installation of Spray Pad Signage will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E27. COMMISSIONING

E27.1 Operation and Maintenance Manuals

- (a) The Contractor shall supply in a format acceptable to the Contract Administrator three (3) bound copies of the manuals, as well as one electronic copy (in pdf format) detailing the operations and maintenance instructions for all elements of the project including:
 - (i) Manufacturers' written instructions, warranties, shop drawings, schedules, wiring diagrams and a listing of persons to contact for repairs during warranty period.
 - (ii) Descriptions of day-to-day operations, preventative maintenance, annual and periodic maintenance, and procedures for seasonal shutdown and start-up.
 - (iii) The Operation and Maintenance manual shall state that the system cannot be back flushed (automatically or manually) or drained during wet weather events.

E27.2 System Start-up, First Year Winterization

- (a) The Contractor is to perform the system start-up in accordance with the information contained in the operations and maintenance manuals in order to have the Work fully operational for public use by the date of Substantial Performance.
- (b) After the operation of the spray pad for the season, the Contractor shall perform the first year winterization of the Work and the subsequent start-up the following spring.
- (c) The Contractor shall provide the Contract Administrator with 48 hours notice prior to commencing the start-up and winterization procedures in order that City staff may attend.

E27.3 Staff Training

- (a) On Site training shall be provided to the 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 training.
- (d) Training shall be a minimum of one half day duration.

E27.4 Record Drawings

- (a) Further to E2.2, the Contractor shall submit the set of Record Drawings in CAD format to the Contract Administrator at Total Performance. Total Performance will not be achieved and final payment will not be made until the Record Drawings are received.

E27.5 Method of Measurement and Basis of Payment

- (a) Method of Measurement shall be as follows:
 - (i) Commissioning will be measured on a lump sum basis for:
 - (i) "Commissioning" on Form B: Prices.
 - (ii) Winterization and Spring Start-up will be measured on a yearly basis for:
 - (i) "Winterization and Spring Start-up" on Form B: Prices.
- (b) Basis of Payment
 - (i) Commissioning, Winterization, and Spring Start-up will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
 - (i) Payment for Commissioning Work specified under this section shall include all manuals, training, Record Drawings and start-up.
 - (ii) Payment for Winterization and Spring Start-up shall include both a fall winterization and a spring start-up.

E28. SITE RESTORATION

- E28.1** 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 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 Contractor Administrator.

E28.2 Methods and Materials

- (a) Topsoil, fine grading, and sod shall be placed per CW3510 and CW3540 so as to repair any turfed areas disturbed by construction operations.
 - (i) The Contractor shall maintain the sod for 30 Calendar Days after the completion of the installation or until such a time as the turf is established in accordance with CW 3510.
- (b) Chain link fencing that has been removed or damaged to gain access to the site shall be repaired or replaced to the satisfaction of the Contract Administrator.
- (c) Any concrete, other surface materials, or vertical structures that has been removed or damaged during construction shall be repaired or replaced to the satisfaction of the Contract Administrator.

E28.3 Method of Measurement and Basis of Payment

- (a) Method of Measurement shall be as follows:

- (i) No separate measurement for Site Restoration shall be made, as Site Restoration is incidental to the Works.
- (b) Basis of Payment shall be as follows:
 - (i) No additional payment for Site Restoration shall be made, as Site Restoration is incidental to the Works.