



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 681-2017

FREIGHT HOUSE SPRAY PAD AND WADING POOL PROJECTS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 FREIGHT HOUSE SPRAY PAD AND WADING POOL PROJECTS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, August 29, 2017.

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

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

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Contract Administrator or an authorized representative will be available at the Site at 9:00 AM on August 10, 2017 to provide Proponents access to the Site.

B3.2 The Proponent is advised that the Site meeting shall start at the Freight House swimming pool, 200 Isabel Street, followed by Roosevelt Pool (534 Elgin Ave); Sister MacNamara Park (760 Ross Ave); and Burton Cummings CC (960 Arlington).

B3.3 The Proponent is advised that access will be given to the various buildings for viewing the mechanical and electrical services.

B3.4 The Proponent shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Contract Administrator in writing.

B3.5 The Proponent is responsible for determining:

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

B4. ENQUIRIES

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

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

B4.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.
- B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.
- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

- B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>.
- B6.2.2 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Proponent shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B22.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices; and,
 - (c) Form C: Economic Analysis.
- B8.2 The Proposal should also consist of the following components:
- (a) Design Drawings and Component Descriptions as per B12;
 - (b) Project Work Plan as per B13; and,
 - (c) Systems Integration as per B14.

- B8.3 Further to B8.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B8.1 and B8.2.
- B8.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation.
- B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B8.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B8.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.10 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B8.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B9. PROPOSAL

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

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

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

B10. PRICES

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

B10.1.1 Notwithstanding C12.2.3(c), prices on Form B: Prices shall not include the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

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

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

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

B11. ECONOMIC ANALYSIS

B11.1 The Proponent shall complete Form C: Economic Analysis, for the Freight House Spray Pad, providing values based upon the Proponent's design and local water and electrical rates.

B12. DESIGN DRAWINGS AND COMPONENT DESCRIPTIONS

B12.1 The Proponent should submit drawings and component descriptions, for the Freight House Spray Pad, that show:

- (a) The proposed design of the spray pad, clearly demonstrating the layout of features and how they relate to the site;
- (b) Separation / location of age appropriate play zones;
- (c) The overall quality of the design and its aesthetic appeal;
- (d) Compliance with the City of Winnipeg Accessibility Design Standards; and,
- (e) Overall play experience.

B12.2 Design Drawings and Component Descriptions should include at a minimum:

- (a) A site context plan including:
 - (i) location and configuration of the spray pad in association with the surrounding park and amenities;
 - (ii) proposed site works such as pathways, fencing, and site furniture;

- (iii) indication of site services; and,
- (iv) any connections that are required or will be considered beneficial.
- (b) A plan of the spray pad clearly showing the location and orientation of all spray components within the context of the site plan including:
 - (i) component spray zones,
 - (ii) spray pad over spray zone,
 - (iii) manifold cabinet location,
 - (iv) drain locations, and
 - (v) schematics of site services and any modifications, relocations and connections.
- (c) A concise written description of the design rationale,
- (d) Perspective sketches, renderings, sections, details and other graphic representations sufficient to illustrate the proposed design.
- (e) An itemized list of proposed spray components with a legend that relates them to their graphic representation on the plan.
- (f) Component descriptions and/or cut sheets outlining specifications of spray components and the quality, durability and warranty of materials.

B13. PROJECT WORKPLAN

B13.1 The Proponent should submit a Project Work Plan that clearly demonstrates the Proponent's understanding of the Work, including:

- (a) Freight House: a methodology and schedule for delivering a fully operational and commissioned spray pad by the construction deadline.
- (b) Roosevelt Park and Sister MacNamara Park: a methodology and schedule to decommission and remove the existing wading pools and buildings by the construction deadline.
- (c) Burton Cummings Community Centre: a methodology and schedule for delivering a fully operational and commissioned water slide by the construction deadline.

B13.2 The Project Work Plan should include at a minimum:

- (a) A detailed methodology demonstrating the Proponent's thorough knowledge of the project and the desired deliverables, including:
 - (i) design and permitting;
 - (ii) description of the commissioning process;
 - (iii) description of the training being proposed;
 - (iv) quality assurance;
 - (v) budget control and assurance; and,
 - (vi) risk management.
- (b) A list or chart of key personnel involved in the project, including all subcontractors, detailing their roles, relationships and responsibilities.
- (c) A proposed project schedule in a Ghant chart format, including but not limited to:
 - (i) a timeframe for drawings and permitting;
 - (ii) a timeframe for spray component delivery;
 - (iii) all construction operations;
 - (iv) commissioning; and,
 - (v) all project milestones.
- (d) Subcontractor coordination should be clearly demonstrated in the project schedule. All subcontractors should sign off on the proposed schedule to demonstrate that they have agreed to undertake the Work and can do so in the allotted timeframe. Subcontractors may either sign next to their respective place in the schedule or submit a letter

acknowledging said information. The letter(s) may be appended at the end of the proposal.

B14. SYSTEMS INTEGRATION

B14.1 For the Freight House Spray Pad, the Proponent should submit:

- (a) Civil, Mechanical and Electrical system schematics developed in sufficient detail to describe the intended operation of the spray pad;
- (b) Controller sequence(s) showing which features will be operating at the same time and which features will be operated by which controller;
- (c) A description of the controls and a brief narrative about how the controls can be adjusted or modified should this prove to be necessary, as well as anticipated costs for the same; and,
- (d) A maintenance schedule and anticipated maintenance costs associated with the spray pad features and mechanical system being proposed.

B15. DISCLOSURE

B15.1 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.

B15.2 The Persons are:

- (a) Jason Hlatky, Ful Flo Industries Ltd.
- (b) Ben Green and Jonathan Penner, J&D Penner Ltd.
- (c) Leonard Blais, TailGaters Custom Metal Manufacturing & Mobile Welding, for the Steel Baffle.

B16. QUALIFICATION

B16.1 The Proponent shall:

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

B16.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B16.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and

- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).
- B16.4 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.
- B16.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.
- B16.6 Further to B16.3(c), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent /Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B17.1 Proposals will not be opened publicly.
- B17.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/> .
- B17.3 The Proponent is advised that any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B18. IRREVOCABLE OFFER

- B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B18.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B19. WITHDRAWAL OF OFFERS

- B19.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B19.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B19.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B19.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B19.1.3(b), declare the Proposal withdrawn.
- B19.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B18.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B20. INTERVIEWS

- B20.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B21. NEGOTIATIONS

- B21.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B21.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B21.3 If, in the course of negotiations pursuant to B21.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B22. EVALUATION OF PROPOSALS

- B22.1 Award of the Contract shall be based on the following evaluation criteria:
- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
 - (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B16: (pass/fail)
 - (c) Total Bid Price 10%

- | | | |
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| (d) | Economic Analysis | 10% |
| (e) | Design Drawings and Component Descriptions | 50% |
| (f) | Project Work Plan | 20% |
| (g) | Systems Integration | 10% |
- B22.2 Further to B22.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B22.4 Further to B22.1(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.
- B22.4.1 Further to B22.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B22.4.2 Further to B22.1(c), the Award Authority may reject a Bid as being non-responsive if it exceeds the budget as shown on Form B: Prices.
- B22.4.3 The Total Bid Price shall be evaluated with the weighing of 10 points out of a 100 possible points. As such, the lowest Proponent shall receive the full 10 points, and the second lowest Proponent and subsequent Proponents shall be pro-rated accordingly.
- B22.5 Further to B22.1(d), the Economic Analysis shall be evaluated with the weighing of 10 points out of a 100 possible points. As such, the lowest Proponent shall receive the full 10 points, and the second lowest Proponent and subsequent Proponents shall be pro-rated accordingly.
- B22.6 Further to B22.1(e), the Design Drawings and Component Descriptions shall be evaluated with a weighting of 50 points out of a total of 100 possible points, as per B12.
- B22.6.1 The Design Drawings and Component Descriptions shall be evaluated on the following criteria:
- (a) The clarity of the drawings, and supportive imagery and literature, to effectively communicate the design, intent and function of the spray pad and features (5 points).
 - (b) The site context plan showing the relationships and connections between the spray pad and the surrounding site, including universal design principles (5 points).
 - (c) The quality, nature and diversity of play components and play experiences on the spray pad (15 points);
 - (d) The design aesthetic, including the implementation of a consistent and appropriate theme (5 points);
 - (e) The layout of the spray components in relation to each other and as organized on the spray pad. Implementation of appropriate age zones are deemed part of the proposal (10 points); and,
 - (f) The quality, durability and warranty of materials (10 points).
- B22.7 Further to B22.1(f), the Project Work Plan shall be evaluated with a weighting of 20 points out of a possible 100 points, as per B13.
- B22.7.1 The Project Work Plan shall be evaluated on the following criteria:
- (a) The project delivery methodology and understanding of the functional and technical issues (10 points);

- (b) The clarity and appropriateness of the proposed project schedule (5 points); and,
- (c) The organizational chart with Contractor and Subcontractor experience and acknowledgment (5 points).

B22.8 Further to B22.1(g), the Systems Integration shall be evaluated with a weighting of 10 points out of a possible 100 points as per B14.

B22.8.1 The Systems Integration shall be evaluated on the following criteria:

- (a) Clarity and completeness of Civil, Mechanical and Electrical system schematics (4 points);
- (b) Review of operational considerations (3 points);
- (c) Maintenance schedule and anticipated maintenance costs (3 points).

B22.9 Notwithstanding B22.1(e) to B22.1(g), where Proponents fail to provide a response to B8.2(a) to (c), the score of zero may be assigned to the incomplete part of the response.

B23. AWARD OF CONTRACT

B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B23.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.

B23.2.1 Without limiting the generality of B23.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Proposal is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B23.3 The Work of this Contract is contingent upon Council approval of sufficient funding in the ^ Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.

B23.4 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.

B23.4.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

B23.5 The City may, at its discretion, award the Contract in phases.

B23.6 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.

B23.6.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.

B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).

- B23.5 Further to Paragraph 6 of Form A: Proposal and C4, the successful Proponent will be provided with Contract documents for execution following issuance of a Letter of Intent.
- B23.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B23.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Contract Administrator.
- B23.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the supply and construction of a new "spray to drain" spray pad and associated site development, the decommissioning and removal of two wading pools and buildings, and the relocation of one water slide.

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

(a) Freight House, 200 Isabel Street

- (i) Design and construction of a straight-to-drain spray pad, including but not limited to all associated fixtures, drains, piping, electrical works and concrete spray basin, complete with all required permitting;
- (ii) Supply and installation of concrete spray pad;
- (iii) Supply and Installation of water spray features;
- (iv) Sewer, water and electrical connections;
- (v) Commissioning of the spray pad;
- (vi) Removal of existing and installation of new asphalt paving;
- (vii) Supply and installation of artificial turf;
- (viii) Pick up and installation of site furniture;
- (ix) Supply and installation of chain link fencing, boulders, and a steel entrance baffle; and,
- (x) Site restoration including site grading, topsoil and sodding.

(b) Roosevelt Park, 534 Elgin Avenue

- (i) Demolition of washroom building;
- (ii) Removal of a wading pool, including the decommissioning of the sewer and water services and the removal of the concrete pool basin;
- (iii) Removal of asphalt paving;
- (iv) Supply and installation of new asphalt paving;
- (v) Supply and installation of a catch pit;
- (vi) Supply and installation of a drop shot;
- (vii) Removal and salvage of a wading pool slide; and,
- (viii) Site restoration including site grading, topsoil and sodding.

(c) Sister MacNamara Park, 760 Ross Avenue

- (i) Demolition of washroom building;
- (ii) Removal of a wading pool, including the decommissioning of the sewer and water services and the removal of the concrete pool basins;
- (iii) Removal of asphalt paving, benches and chain link fencing; and
- (iv) Site restoration including site grading, topsoil and sodding.

(d) Burton Cummings Community Centre, 960 Arlington Street

- (i) Restoration of the salvaged wading pool slide, and the reinstallation of the slide and associated mechanicals at an existing wading pool; and,
- (ii) Supply and installation of rubber safety surfacing.

D3. CONTRACT ADMINISTRATOR

- D3.1 The Contract Administrator is David Wagner Associates Inc., represented by:
David Wagner
Landscape Architect
Telephone No. 204 452-2426
Email Address dwagner@dwla.ca
- D3.2 Before commencement of Work, David Wagner will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.
- D3.3 Bids Submissions must be submitted to the address in B8.

D4. CONTRACTOR'S SUPERVISOR

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

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

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

D6. NOTICES

- D6.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the email address identified in D3.1.

- D6.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
- The City of Winnipeg
Chief Financial Officer
Facsimile No.: 204 949-1174
- D6.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:
- The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155
- D6.5 Bids Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B8.**

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. SAFE WORK PLAN

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

D9. INSURANCE

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg and David Wagner Associates Inc. added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
 - (c) all risks installation floater, carrying adequate limits to covers all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.
- D9.2 Deductibles shall be borne by the Contractor.

- D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D9.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D10. PERFORMANCE SECURITY

- D10.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D10.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D10.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award and prior to the commencement of any Work on the Site.

D11. SUBCONTRACTOR LIST

- D11.1 The Contractor shall confirm with the Contract Administrator a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D12. DETAILED WORK SCHEDULE

- D12.1 Within seven (7) Working Days of receipt of the Purchase Order, the Contractor shall review and update the detailed work schedule laid out in the Proponent's Project Work Plan with the Contract Administrator.
- D12.2 The detailed work schedule shall be in a format acceptable to the Contract Administrator.
- D12.3 The Contractor shall provide the Contract Administrator with an updated detailed construction schedule at least two (2) Business Days prior to the commencement of any Work on the Site.
- D12.4 The detailed work schedule shall include but not be limited to:
- (a) Final drawing submissions for Freight House spray pad and the Burton Cummings water slide installation,
 - (b) Permitting,
 - (c) Ordering of spray components,

- (d) Delivery of spray components,
- (e) Start of Work on each of the four (4) Sites,
- (f) Excavation and site preparation,
- (g) Building Demolition,
- (h) Wading pool removals,
- (i) Water and sewer connections or disconnections,
- (j) Civil, Mechanical, and Electrical,
- (k) Concrete pour(s),
- (l) Installation of spray components,
- (m) Installation of water slide,
- (n) Site furnishings and site restoration,
- (o) Commissioning,
- (p) Substantial Performance,
- (q) Total Performance, and
- (r) All other project milestones.

D12.5 Each item on the schedule shall clearly identify the anticipated start and completion dates.

SCHEDULE OF WORK

D13. COMMENCEMENT

- D13.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D13.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D8;
 - (iv) evidence of the insurance specified in D9;
 - (v) the performance security specified in D10;
 - (vi) the Subcontractor list specified in D11;
 - (vii) the detailed work schedule specified in D12.
 - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D13.3 The Contractor shall not commence the Work on the Sites before permitting is in place for all Work.
- D13.4 Work on the wading pools shall commence after September 5, 2017.
- D13.5 Work on the demolition of the buildings shall commence after the asbestos remediation is completed by others in Fall 2017.
- D13.6 The City intends to award this Contract by September 25, 2017.
- D13.6.1 If the actual date of award is later than the intended date, the dates specified for Commencement, Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D14. WORKING DAYS

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

D15. SUBSTANTIAL PERFORMANCE

- D15.1 The Contractor shall achieve Substantial Performance by June 15, 2018.
- 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 June 30, 2018.
- 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 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);
 - (b) Total Performance - five hundred dollars (\$500).

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) Sodding as specified in E27.4;
- (b) Winterization and Spring Start-up as specified in E23.2.

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 he/she deems it necessary.

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

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

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

D21.1 Further to B16.6, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B16.6.

D22. SAFETY

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

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

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

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

D23. DRAWINGS AND SPECIFICATIONS

- D23.1 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.
- D23.2 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.

D24. PLANT AND MATERIAL

- D24.1 Plant and material that is the property of the City shall not be removed from the Site, disposed of or used except for the purposes of the Work without prior consent of the Contract Administrator.

D25. SITE CLEANING

- D25.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.
- D25.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.
- D25.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

D26. INSPECTION

- D26.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D26.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if

any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D27. DEFICIENCIES

- D27.1 Further to C11, the Contract Administrator may order the Contractor to alter or improve his methods, to increase or improve his Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.
- D27.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C18.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.
- D27.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.
- D27.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D27.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

MEASUREMENT AND PAYMENT

D28. PAYMENT

- D28.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D29. WARRANTY

- D29.1 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.
- D29.1.1 For the purpose of the Performance Security, the warranty period shall be one (1) year.
- D29.2 Notwithstanding C13.2 or D29.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a 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.
- D29.2.1 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.

FORM H1: PERFORMANCE BOND
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____.)

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

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

RFP NO. 681-2017

FREIGHT HOUSE SPRAY PAD AND WADING POOL PROJECTS

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

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

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

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

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

(Date)

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

RE: PERFORMANCE SECURITY – RFP NO. 681-2017
FREIGHT HOUSE SPRAY PAD AND WADING POOL PROJECTS

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

(Name of Contractor)

(Address of Contractor)

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

Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

This credit is subject to the Uniform Customs and Practice for Documentary Credit (2007 Revision), International Chamber of Commerce Publication Number 600.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at: <http://www.winnipeg.ca/matmgt/Spec/Default.stm>.
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Request for Proposal shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:
- (a) CSA Code 5350-M1980 (R2003) Code of Practice for Safety in Demolition of Structures
 - (b) Manitoba Workplace Safety and Health Regulation
- E1.4 The following Drawings are applicable to the Work:

| <u>Drawing No.</u> | <u>Drawing Name/Title</u> |
|--------------------|---|
| FH-L1 | Site Survey |
| FH-L2 | Existing Conditions |
| FH-L3 | Development Plan and Details |
| FH-L4 | Layout Plan and Details |
| FH-L5 | Grading Plan and Details |
| RP-L1 | Existing Conditions and Site Survey Plan |
| RP-L2 | Removals and Development Plans |
| SM-L1 | Existing Conditions and Site Survey Plan |
| SM-L2 | Removals Plan |
| SM-L3 | Development and Grading Plan |
| BC-L1 | Existing Conditions and Development Plans |

E2. SOILS INVESTIGATION REPORT

- E2.1 Further to C3.1, the following reports for Freight House are available from the Contract Administrator:
- (a) Geotechnical Investigation by The National Testing Laboratories Limited, September 12, 2005; and
 - (b) Geotechnical Investigation by Dyregrov Robinson Inc, May 15, 2013.
- E2.2 No soils investigations are available for the area proposed for the spray pad at Freight House.

E3. HAZARDOUS MATERIALS

- E3.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.

GENERAL REQUIREMENTS

E4. COMPLETE PROJECT

- E4.1 The Contractor is to deliver a complete project including all permits, inspections, demolition/removals, connections, tie-ins, and restorations required to operate and maintain the projects.

E5. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES

- E5.1 The Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of same before proceeding with the Work, and pay any cost attached to the inspection of such plans.
- E5.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would related to the Work.
- E5.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.
- E5.4 All Work shall be performed in compliance with Manitoba Workplace Safety and Health.
- E5.5 All Work shall be performed in compliance with Manitoba Workplace Safety and Health Fall Protection guidelines.
- E5.6 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 Safety and Health Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification to the Contract Administrator of his/her encountering of suspected hazardous material during their course of Work.

E6. EXAMINATION OF THE SITES

- E6.1 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.
- E6.2 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.
- E6.3 Commencement of construction or any part thereof constitutes acceptance of existing conditions, and means dimensions have been considered, verified and are acceptable.
- E6.4 The Contractor shall bear all costs for onsite review and examination.

E7. EXISTING SERVICES AND UTILITIES

- E7.1 No responsibility will be assumed by the City or the Contract Administrator for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface; the City and the Contract Administrator shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.

E8. SITE ACCESS

- E8.1 Contractors are to work only within the Construction Boundaries as shown on the Drawings or as directed by the Contract Administrator.
- (a) Any fencing that is removed for Site access is to be replaced to CW 3550.
- E8.2 Freight House
- (a) The existing swimming pool shall be operational yearly from July 1 to September 1.
- (b) The Contractor shall maintain safe access to and from the swimming pool for maintenance vehicles and the user public for those dates.
- E8.3 Access to the various Sites will be determined at the pre-construction meeting. The access shall be provided and maintained by the Contractor at his own expense and approved by the Contract Administrator.
- E8.4 The Contractor shall be restricted to the Site access locations and routes only so that there is a minimum of disturbance to the existing ground surface. Damage to areas beyond the marked routes shall be repaired by and at the expense of the Contractor to the satisfaction of the Contract Administrator.

E9. CONSTRUCTION FACILITIES AND STAGING

- E9.1 The Contractor shall be responsible for providing its own storage and handling of all its construction operations. The use of public right-of-ways will not be allowed.

E10. SITE ENCLOSURES

- E10.1 Temporary Site enclosures, if determined necessary at the pre-construction meeting, shall be erected and maintained as required for the duration of the construction period.
- E10.2 Refer to E24 for other requirements.
- E10.3 Site enclosures and protection shall be considered incidental to the Contract Work.

E11. TEMPORARY UTILITIES

- E11.1 The Contractor shall make his own arrangements in connection with the temporary use of lighting, power, gas, sewer, water or other utilities, and pay all costs in connection therewith.
- E11.2 All necessary permits, fees and other like expenses as well as the cost of temporary connections to existing facilities shall be arranged and paid for by the Contractor.

E12. PROTECTION OF SURVEY INFRASTRUCTURE

- E12.1 Further to CW1130, Section 3.14, the Contractor is responsible for having the Sites cleared for survey monuments.

E13. DAMAGE TO EXISTING STRUCTURES AND PROPERTY

- E13.1 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 Sites of the Work. For all damage incurred thereto in the performance of the Work, the Contractor shall upon instructions from and to the satisfaction of the Contract Administrator and the owners thereof, either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to, the Contract Administrator and the owners thereof. The cost of which shall be borne entirely by the Contractor. The Contractor shall also indemnify and save harmless the City and David Wagner

Associates Inc. from all claims made directly or indirectly against it in respect to any such damage.

E14. PROTECTION OF EXISTING TREES

- E14.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing trees within the limits of the construction area and adjacent to construction access points:
- (a) Trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2440 mm wood planks, or other suitable protection as approved by the Contract Administrator. Do not use nails or other fasteners that penetrate the tree trunk. The width and length of strapping may be reduced to suit the tree being protected as approved by the Contract Administrator.
 - (b) 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) where 1 inch diameter equals 1 foot measured from the outside edge of the trunk of the tree at 6 inches above grade. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
 - (c) Equipment shall not be operated within the drip line without written permission from the Contract Administrator. 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 entire ground surface located directly beneath the tree and radiating out to 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.
 - (d) Repair, replace and maintain tree protection materials during construction until the Project completion.
 - (e) Carefully remove safety fencing and strapping material without harming the trees as soon as the construction and restoration Work is complete.

E15. STAKES AND MARKS

- E15.1 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.
- E15.2 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.
- E15.3 The Contractor is responsible for the establishment and maintenance of the fixed bench mark, layout and grade stakes throughout the construction process.
- E15.4 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.

E16. SHOP DRAWINGS

- E16.1 Further to CW 1110, the Contractor shall provide within 30 Calendar days of Award, at a minimum the following Shop Drawings:
- (a) Water and sewer connections for Freight House;

- (b) Spray pad layout and piping diagrams for Freight House, including the vault and cabinet details;
- (c) Electrical drawings including connection to existing service and grounding of the spray components, fencing and any other required objects for Freight House;
- (d) Anchoring drawings for the spray features for Freight House;
- (e) Entrance Baffle for Freight House; and,
- (f) Installation details, grounding and water hook-ups for the wading pool slide at Burton Cummings.

E17. SAMPLES

E17.1 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.

E18. TEST REPORTS

E18.1 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.

E18.2 Submit test results to the Contract Administrator within ten (10) Calendar Days of request.

E18.3 All testing costs shall be the responsibility of the Contractor.

FREIGHT HOUSE SPRAY PAD

E19. DESIGN SERVICES

E19.1 For the purposes of the RFP, the Proponent should utilize design consultants for the design and presentation of information for the spray pad at Freight House.

E19.2 The Contractor's consultants shall meet the following qualifications:

- (a) Utilize professionals where required by legislation;
- (b) A Professional Engineer registered to practice in the Province of Manitoba shall seal structural, mechanical, civil and electrical design drawings, if required; and
- (c) Utilize other professional expertise as required to design the Work.

E19.3 The Contractor shall provide consulting services as required in order to:

- (a) Obtain approvals and permitting from the necessary authorities including but not limited to:
 - (i) City of Winnipeg, Environmental Health Services Branch,
 - (ii) City of Winnipeg Zoning Permits Branch, Water and Waste Dept., and
 - (iii) Other agencies as required.
- (b) Prepare design drawings, specifications, documentation and instructions required for the completion of the Work.

- (c) Design to the minimum standards set out in *The City of Winnipeg Standard Construction Specifications*. The Contractor shall obtain the Contract Administrator's approval if the design will deviate from *The City of Winnipeg Standard Construction Specifications*.
 - (d) Design to the City of Winnipeg Accessibility Design Standards
http://www.winnipeg.ca/ppd/Universal_Design.stm
- E19.4 Errors and Omissions shall be the responsibility of the Contractor who at their discretion may obtain Errors and Omissions Insurance.
- E19.5 Further to E16, the Contractor shall submit final design drawings and specifications to the Contract Administrator for review prior to permitting. They shall include, but not be limited to:
 - (a) Layout Plan with spray features
 - (b) Site Servicing Plan
 - (c) Mechanical and Electrical Systems
- E19.6 All consultant services are to be considered incidental to the Work.
- E20. CIVIL / MECHANICAL / ELECTRICAL SYSTEMS**
- E20.1 General Description
 - (a) This specification shall cover the supply and installation of a new water service, sewer connection, and all mechanical, plumbing and electrical required to construct a fully functioning spray pad.
 - (b) The spray pad system is to be a drain away system connected to a City water service. The design and detailing of the systems are to be approved by the Contract Administrator and the City of Winnipeg prior to start of construction.
- E20.2 RFP Submissions
 - (a) Further to B12 and B14, the location of the water service meter pit, the sewer connection and the method for installing the water and sewer lines (ie, open cut or directional bore or other) is to be clearly indicated in the Proponent's submission.
 - (b) The size and location of the mechanical vault/cabinet is to be clearly indicated in the Proponent's submission. Any changes required to the size and layout of the concrete spray pad with respect to the mechanical vault/cabinet should also be shown.
- E20.3 Water Service
 - (a) A new 50mm water service off Ross Avenue, to COW SD-012, is required.
 - (b) A 900mm CMP lockable meter pit, SD-241B, is required, complete with:
 - (i) 50mm double check valve,
 - (ii) 50mm water meter (by others),
 - (iii) 50mm flange fittings,
 - (iv) 50mm gate valve, and
 - (v) blow-out valve.
 - (c) A seasonal supply line to spray pad's manifold/water distribution system is required.
 - (i) All seasonal line(s) to gravity drain.
 - (d) Water quality must comply with current Health regulations.
- E20.4 Drain & Sewer Lines
 - (a) The splash pad drain system is to tie into the combined sewer system on Ross Avenue with 150 WWS.
 - (b) The splash pad drain line(s) shall be sized to permit draining of basin to prevent any standing water.

- (c) All drain line(s) to gravity drain.
- (d) The splash pad shall contain drain lines as required by design and applicable code(s) with a minimum of two drains per drainage .
 - (i) Deck drains shall have an anti-vortex cover (secured).
 - (ii) Trench drains may be provided as appropriate to the design.
 - (iii) Deck drains, access lids, frames, etc. to be hot dipped galvanized.
 - (iv) Deck drains to be heavy duty non-corroding metal alloy or equally durable fibreglass or plastic construction.

E20.5 Mechanical

- (a) All mechanical devices that are required to operate the spray pad are to be located in a vault.
 - (i) The vault shall be installed on a concrete foundation.
 - (ii) Mountings must be structurally designed.
 - (iii) Controls must be easily accessible.
 - (iv) 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) Low lifecycle cost considering initial investment, daily operations maintenance and expected lifespan.
 - (ii) Rain sensors and automatic shut-off devices are required for the spray pad.
 - (iii) System is to drain away so there is no standing water at any time.
 - (iv) Must comply with current Health regulations.

E20.6 Electrical

- (a) The electrical service is to tie into the Community Centre electrical system. The location of the mechanical/electrical room is shown on the Drawings.
 - (i) All electrical equipment must be C.S.A. approved.
 - (ii) All components within the spray pad area shall be grounded in accordance with manufacturer's requirements and Electrical code. All fencing and bollards within 1.5m of the spray pad are to be grounded.
 - (iii) All electrical controls and equipment are to be in a free-standing weather proof enclosure.

E20.7 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 approved 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 following and approved by the Contract Administrator:
 - (i) Canadian General Standards Board (CGSB).
 - (ii) CAN/CGSB-1.60[M89], Interior Alkyld Gloss Enamel

- (iii) CAN/CGSB-24.3[92], Identification of Piping Systems
- (iv) CAN/CGSB-149.1[M95]
- (v) CAN/CGSB-149.2[M91]
- (h) Qualified tradesmen shall be employed for all work.
- (i) 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.

E20.8 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the lump sum Unit Price for the Items of Work listed below, which price shall include all costs of material supply, proper material installation, site restoration, and all other items incidental to the Work.
- (b) Items of Work
 - (i) Civil – Sewer and Water Connections c/w Meter Pit
 - (ii) Mechanical - Vault/Cabinet, Piping, Controller, Drains, etc.
 - (iii) Electrical

E21. CONCRETE SPRAY PAD

E21.1 General Description

- (a) Further to CW 3110 and CW 3310, this specification shall cover the supply and installation of the concrete spray pad including excavation, timber edging, sub-base and base construction, and concrete paving.

E21.2 Concrete Spray Pad

- (a) The Concrete Spray Pad shall include:
 - (i) the spray basin;
 - (ii) the over spray zone; and
 - (iii) the associated sitting areas.
- (b) The layout of the spray components shall be such that the manufacturer's spray zones shall be contained entirely within the spray basin.
- (c) The over spray zone is intended to contain any over spray from the components and provide a dry surface for circulation around the spray pad.
 - (i) The over spray zone shall be sized as indicated on the Drawings.
 - (ii) The over spray zone shall be a minimum of 2.5m wide except for the toddler play zone, where it may be 1.8m wide.
- (d) The sitting areas are to be located outside of the over spray zone.
- (e) Should the Proponent's selection and layout of spray components, or budgetary considerations during the Bidding Process, necessitate adjustments to the layout of the spray pad, the Proponent shall clearly show these changes in their RFP submission.
 - (i) The submitted drawings shall show that the proposed change is consistent with the project design intent as evidenced by the RFP Drawings.

E21.3 Layout and Grading

- (a) The Concrete Spray Pad includes the spray basin and the over spray zone. It is to be sized and laid out as per the approved Drawings.
- (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) The sitting areas around the perimeter of the spray pad are to drain away from the spray pad.

E21.4 Materials

- (a) Base material to CW 3110 and as specified on the Drawings.
- (b) Spray Pad Concrete to CW 3310 and as specified on the Drawings.
 - (i) Epoxy coated rebar sized as per Drawings.
- (c) Timber edging along the fence is to be as per Drawings.

E21.5 Methods

- (a) Further to E25 and CW 3170, the construction area is to be excavated or filled to achieve rough grade.
 - (i) Rough grade is to be to levels, profiles and contours allowing for surface treatments.
- (b) Excavated materials are to be removed as per E25.2(e).
- (c) Timber edging is to be installed along the fence according to Drawings. The edging is to follow the grade of the top of the spray pad concrete and serve as a retaining edge to accommodate grade differential along the existing fence.
- (d) Compacted granular base
 - (i) To CW 3110.
 - (ii) 250mm depth of 20mm down crushed stone.
 - (iii) Granular base and formwork are to be reviewed on Site by the Contract Administrator prior to pouring concrete.
- (e) Concrete
 - (i) Concrete Spray Pad as shown on the Drawings.
 - (ii) To CW 3310
 - (iii) 150mm thick reinforced concrete paving c/w thickened edge.
 - (iv) Light broom finish with a slip resistant surface. Contractor to have sample of concrete finish approved by Contract Administrator prior to any concrete being poured.
 - (v) Saw cut locations are to be reviewed by the Contract Administrator prior to implementation.

E21.6 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured on a square metre basis, for the Items of Work listed below, which price shall include all costs of excavation, base preparation, timber edging, proper material installation, and any associated Site restoration.
- (b) Items of Work
 - (i) Concrete Spray Pad

E22. SPRAY COMPONENTS

E22.1 General Description

- (a) This specification shall cover the supply and installation of all spray components.

E22.2 Design

- (a) The design for the spray pad components should meet the following requirements:
 - (i) Provide for all age and ability user groups. The spray pad should be zoned with three groupings of components dedicated to Toddlers (children 0-4 yrs), Teens (9-12 yrs), and a general Family Zone suitable for all ages, as indicated on the RFP Drawings.
 - (ii) The Toddler Play Zone should comprise of a minimum 1/3 of the spray pad area.
 - (iii) Follow City of Winnipeg Accessibility Design Standards.

- (iv) Contain a variety of ground sprays, mid-height components and tall components.
 - (v) Contain a minimum of four different water spray experiences in the Toddler Play Zone.
 - (vi) Contain a minimum of one “group” or “team” feature that requires multiple user participation to manipulate the type/amount of water being sprayed in the Family or Teen Play Zone.
 - (vii) Contain “dumping buckets”.
 - (viii) Contain a minimum of two bollard activators, one located in the Toddler Play Zone and one at the entrance to the Teen Play Zone.
- (b) The spray pad components should:
- (i) Contain a consistent look or “theme” within the spray pad. A “theme” that evokes a certain culture or cartoon type is not permitted.
 - (ii) Contain a special feature in the Family Play Zone, with which the community can identify (ie. Whale, sea serpent, rings or other feature).
 - (iii) Be complementary in form and colour scheme to the existing playground. The Contract Administrator reserves the right to change any or all colours prior to the Contractor ordering the components.
- (c) The design for the spray pad components should not include:
- (i) Trip, entanglement and strangulation hazards.
 - (ii) Components with large surfaces or panels that may be broken or attract graffiti, or graphic surfaces embedded in the concrete.
 - (iii) Components with shapes or surfaces that may attract skateboarding on them.
 - (iv) “Ground Stream” type features, particularly those containing low to the ground / moveable components.
 - (v) Components with moving parts that may pose a hazard or injury, including those with handles on them that are wide enough for people to stand on and spin with the feature or that move and might hit a stationary person.
 - (vi) Components that contain complicated computerized mechanisms.
 - (vii) Components with hanging parts that a person could easily reach and break or bend (ie. Palm trees with low hanging leaves).
 - (viii) Large single dumping bucket.
 - (ix) Water cannons or shooting components with high pressure water or components that resemble weapons.

E22.3 Materials and Methods

- (a) The spray components shall meet the following requirements:
- (i) Be from one manufacturer;
 - (ii) Be durable and vandal resistant;
 - (iii) Have a minimum of moving parts and be easy to maintain;
 - (iv) Have adjustable controls that can be programmed to allow flexibility in the spray sequence; and,
 - (v) Have bases/connections that permit component relocation.

E22.4 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the lump sum Unit Price for the “Items of Work” listed below, which price shall include all costs of supply and installation.
- (b) Items of Work:
- (i) Spray Components

E23. COMMISSIONING

E23.1 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.

E23.2 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.

E23.3 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.

E23.4 Record Drawings

- (a) Further to D23, the Contractor shall submit the set of Record Drawings to the Contract Administrator at Total Performance.

E23.5 Basis of Payment

- (a) Payment for Commissioning Work specified under this section shall be paid for at the lump sum Unit Price, which price shall include all manuals, training, Record Drawings and start-up.
- (b) Payment for Winterization and Spring Start-up shall be paid for on a yearly basis at the Unit Price shown on Form B: Prices, and shall include both a fall winterization and a spring start-up.
- (c) Items of Work:
 - (i) Commissioning
 - (ii) Winterization and Spring Start-up

SITE DEVELOPMENT

E24. PROTECTION

- E24.1 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.

E24.2 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.

E24.3 Should the Work be suspended for any cause whatsoever, the Contractor shall assume all responsibility for proper protection during such period.

E25. SITE GRADING

E25.1 General Description

- (a) Further to CW 3170, this specification shall cover the Site grading, including:
- (i) The cut and fill required to achieve the proposed Site grades.
 - (ii) The cut and fill required for the construction of the spray pad.

E25.2 Methods

- (a) The construction area is to be excavated or filled to achieve rough grade.
- (i) Rough grade is to be to levels, profiles and contours allowing for surface treatment as indicated on Drawings.
- (b) Wherever the proposed Site grading is to meet existing Site grades, the grades are to match and positive Site drainage is to be maintained. Where sloped areas meet flat areas, at both top and bottom of slopes, the transition shall be rounded to the extent that future maintenance by turf mowing equipment can be easily done.
- (c) In fill areas, the Contractor shall scarify the existing ground to a minimum depth of 150mm prior to the placement of any fill. Should imported clean fill be required, it shall be considered incidental to the Work.
- (d) Compaction shall include the use of sheep's foot or other suitable compaction equipment as approved by the Contractor to achieve a minimum compaction of 95% Proctor Density.
- (e) All surplus or unsuitable materials shall be disposed of off Site in a legal manner and as directed by the Contractor.
- (f) Following rough grading and compaction, the Work area shall be fine graded to provide a maximum deviation of 25mm in 10m from the design grade with no low areas to hold water. The finished surface of all disturbed areas shall be dragged smooth in such a manner that there are no loose soil particles greater than 25mm in maximum dimensions.

E25.3 Basis of Payment

- (a) Payment for Work, specified under this section, shall be incidental to the other Items of Work and no separate payment will be made for Site grading.

E26. ASPHALT PAVING

E26.1 General Description

- (a) Further to CW 3110 and CW 3410, this specification shall cover the supply and installation of asphalt paving including removal of existing asphalt paving, excavation, sub-base and base construction, and asphaltic paving.

E26.2 Materials

- (a) Clean clay fill material shall be used in areas requiring non-aggregate backfill or to replace unacceptable material excavated from the Site.
- (b) Granular Sub-base:
- (i) 50mm down crushed limestone
- (c) Granular Base:
- (i) 20mm down crushed limestone
- (d) Asphalt – Type II, 10mm aggregate is to be used in the asphalt mix.

- (e) Geotextile Fabric: Non-woven type, CW 3130
- (f) Recycled concrete aggregate is not permitted for base and/or sub-base.

E26.3 Methods

- (a) Asphalt shall be saw cut to separate existing asphalt that is to remain from that which is to be removed.
- (b) Excavations and Sub-Grade Preparation
 - (i) As per CW 3110.
 - (ii) Once asphalt has been removed, the existing base materials shall be reviewed with the Contract Administrator to determine the extent of removals required.
 - (iii) All rubble, stones, silt, rubbish and any surplus material shall be legally disposed of off-site.
 - (iv) Clean fill shall be compacted to 98% SPD where necessary to obtain required sub-grade elevations.
- (c) Base Courses
 - (i) As per CW 3110.
 - (ii) Sub-Base – 150mm depth, compacted.
 - (iii) Base – 50mm depth, compacted.
- (d) The layout and grades of the paved areas are to be as shown on the Drawings and as directed by the Contract Administrator. Asphalt is to meet flush with the existing paving and the concrete of the splash pad.
- (e) The Contract Administrator shall inspect the sub-base prior to the installation of asphalt.
- (f) The Contractor is to ensure that the adjacent materials and surfaces remain clean and free of asphalt. Over pour of asphalt and excess granular base shall be removed prior to acceptance of the asphalt paving.
- (g) Care must be taken to ensure that newly poured asphalt surfaces remain free from debris, dirt, soil, aggregate or any other material that may interfere with curing time/process of asphalt.

E26.4 Crack Sealing

- (a) As a warranty requirement, the Contractor shall rout and seal any and all cracks which may appear during the one-year warranty period. Crack sealing shall conform to CW 3250.
- (b) No separate payment will be made for this item as it is considered a warranty issue.

E26.5 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price measured on a square metre basis, for the Items of Work listed below, which price shall include all costs of asphalt removal, excavation, material supply and proper material installation for sub-grade, sub-base and base preparation, and asphaltic paving. Rough and final grading and Site restoration work shall be considered incidental to the Work.
- (b) Items of Work:
 - (i) Asphalt Paving – Freight House

E27. TOPSOIL AND SODDING

E27.1 General Description

- (a) This specification shall cover the site preparation and the supply and installation of topsoil and sod.

E27.2 Materials

- (a) Topsoil: As per CW 3540.

- (b) Sodding
 - (i) As per CW 3510.
 - (ii) Sod shall be mineral base.

E27.3 Methods

- (a) Areas to be sodded shall be excavated and/or filled with clean fill and graded to meet the grades required for the installation of topsoil and sod and as shown on the Drawings. Surplus materials shall be removed off-site in a legal manner.
- (b) Topsoil shall be installed to a minimum of 75mm compacted depth.
- (c) No area for Sodding shall be less than the width of a full piece of sod.
- (d) Where Sodding meets existing turf, the edges are to be cut neatly in straight lines using a sod cutter and new sod is to be installed to match the existing grades of the surrounding turf.
- (e) Seams between new and old turf are to be topdressed, seeded and rolled.

E27.4 Maintenance Period

- (a) 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.

E27.5 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured on a square metre basis, for the Items of Work listed below, which price shall include all costs of removals and disposal, material supply, sub-grade preparation, proper material installation, maintenance and all other items incidental to the Work.
- (b) Work included in this Item is for Freight House only. Topsoil and sodding for Roosevelt Park and Sister MacNamara are included in Site Restoration, E38.
- (c) Items of Work
 - (i) Topsoil and Sodding

E28. ARTIFICIAL TURF

E28.1 General Description

- (a) This specification shall cover the supply and installation of artificial turf including all components and accessories required for a complete installation.
 - (i) Sub-base preparation to be included.

E28.2 Materials

- (a) Product Certification
 - (i) Manufacturer's certification that products and materials comply with the specification shall be submitted.
 - (ii) Warranties shall be submitted with forms completed in Owner's name and registered with manufacturer.
- (b) Testing Reports from third party laboratory shall be submitted for:
 - (i) Pile height, face weight and total fabric weight, ASTM D5848.
 - (ii) Primary and secondary backing weights, ASTM D5848.
 - (iii) Tuft bind, ASTM D1338. Synthetic grass surfacing shall have a tuft bind, without infill material of 9 pounds or more.
 - (iv) Grab tear strength, ASTM D1682 and D5034.
 - (v) Shock attenuation, ASTM F1936.
 - (vi) Water permeability, ASTM D4491. Synthetic grass surface shall drain at a rate of 250 inches or more, of water per hour.

- (c) Artificial grass "Nutmeg LUSH" FieldTurf system shall consist of:
 - (i) Synthetic grass surfacing product shall consist of soft spined monofilament fibers and texturized monofilament fibers tufted into a primary backing with a secondary backing.
 - (ii) Primary fiber shall be 10,800 denier, low friction, and UV-resistant fiber measuring not less than 1.625 inches high. Secondary fiber shall be 5,600 denier.
 - (iii) Primary backing shall be a double-layered polypropylene fabric treated with UV inhibitors.
 - (iv) Secondary backing shall consist of an application of porous, heat-activated urethane to permanently lock the fibre tufts in place.
 - (v) Perforated (with punched holes) backed carpets are unacceptable.
 - (vi) Infill: graded dust-free silica sand that partially covers the carpet and approved by the manufacturer.
 - (vii) Glue, thread, paint, seaming fabric and other materials used to install the artificial grass monofilament FieldTurf.

E28.3 Methods

- (a) The Contractor shall provide competent workmen skilled in this specified type of synthetic grass system installation.
- (b) Artificial turf shall be installed as per manufacturer's specifications and details.
- (c) The artificial turf shall include the removal of existing turf, preparation of the subgrade, proper installation of the base materials, and all other work required to complete the Work.
- (d) The existing boulders in the area are to remain and the artificial turf is to be installed tight around them taking care that the artificial turf cannot be easily lifted by users.

E28.4 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured on a square metre basis, for the Items of Work listed below, which price shall include all costs of material supply, proper material installation, including removal of existing turf, base materials and all other items incidental to the Work.
- (b) Items of Work
 - (i) Artificial Turf

E29. CHAIN LINK FENCING

E29.1 General Description

- (a) Further to CW 3550, this specification shall cover the supply and installation of new chain link fencing.

E29.2 Materials

- (a) Chain link fencing as specified in CW 3550 and on Drawings.
- (b) Fencing to be 1.2m in height.

E29.3 Methods

- (a) As per CW 3550 and the Drawings.
- (b) New fencing is to be installed such that no access is possible between it and the existing fencing.
- (c) All fencing, including existing fencing, within 1.5m of the spray pad is to be grounded as per Electrical Code.

E29.4 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured on a linear metre basis, for the Items of Work listed below, which price shall include all costs of material supply, proper material installation and all other items incidental to the Work.
- (b) Items of Work
 - (i) Chain Link Fencing, 1.2m Ht.

E30. BOULDER EDGING

E30.1 General Description

- (a) This specification shall cover the supply and installation of boulders as shown on the Drawings.

E30.2 Materials

- (a) Rectangular limestone blocks from Mariash Quarry, Stonewall, to match existing boulders on Site.
- (b) Various sizes ranging from 600 x 600 x 600mm to 600 x 600 x 1200mm.
 - (i) Sharp edges and loose shards are to be removed.
 - (ii) All boulders are to be large and heavy enough so they cannot be easily moved by the public.
- (c) The rocks are to be reviewed by the Contract Administrator prior to installation on the Site.

E30.3 Methods

- (a) The boulders are to be installed according to the Drawings.
- (b) The boulders are to be buried a minimum of 1/4 of their height.
- (c) The boulders are to be spaced such that children cannot get their feet caught between them.

E30.4 Basis of Payment

- (a) Payment for Work, specified under this section, shall be paid for at the Lump Sum Price, for the Items of Work listed below. The price shall include all costs of excavation, material supply and proper material installation.
- (b) Items of Work:
 - (i) Boulder Edging

E31. SITE FURNITURE

E31.1 General Description

- (a) This specification shall cover the pick up and installation of site furniture as shown on the Drawings.
 - (i) All site furnishings are to match the existing site furnishings around the playground.

E31.2 Materials

- (a) Benches
 - (i) Tache Composite Bench with Arms, **Surface Mount**, Drawing No. SCD-121E, Product #52501071, 1.8 M length (6'), manufactured by the City of Winnipeg, black powdercoat finish for metal and cedar tone for the boards.
 - (ii) Benches are to have three arm rests.

- (b) Picnic Tables
 - (i) Tache Style Wheelchair Metal Frame Picnic Table, Drawing No. SCD-122A, manufactured by the City of Winnipeg.
 - (ii) Colour: Black for metals, Cedar for boards.
 - (iii) When ordering table, the Contractor is to inform the City that the table will require metal plates welded on for the installation of the table to concrete pavement.
- (c) Waste Receptacles
 - (i) Side Opening Metal Stat Type, as per SCD-119, Product #52501063BLK and #52501058, colour Black, manufactured by the City of Winnipeg.
- (d) The contact for City of Winnipeg site furniture is:
 - (i) pwd-cps-orderdesk@winnipeg.ca

E31.3 Methods

- (a) All site furnishings are to be installed according to Drawings and manufacturer's specifications, using approved non-rusting, vandal resistant fasteners to ensure solid, durable, finished work suitable for the purpose intended. Fasteners and assembly hardware shall be incidental to the Work.
- (b) All furnishings are to be installed plumb and true to correct elevations. Surface mount benches are to be shimmed to be level. The Contractor shall confirm proposed locations with the Contract Administrator prior to installation.
- (c) Site furnishings are to be kept clean of any granular, concrete or other materials. Any damaged surfaces shall be touched-up to the satisfaction of the Contract Administrator.

E31.4 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured on a per unit basis, for the Items of Work listed below, which price shall include all costs of pick up and proper material installation. Site restoration work shall be considered incidental to the Work.
- (b) Items of Work:
 - (i) Benches, pick up and install
 - (ii) Picnic Tables, pick up and install
 - (iii) Waste Receptacle, pick up and install

E32. BOLLARDS

E32.1 General Description

- (a) This specification shall cover the supply and installation of steel bollards c/w plastic covers.

E32.2 Materials

- (a) Steel bollards filled with concrete, 168mm (6 6/8") diameter x 2438mm (96") long.
- (b) Plastic covers, 178mm (7") diameter x 1320mm (52") long, c/w cap.
 - (i) 3mm thick Polyethylene (HDPE and MDPE)
 - (ii) Colour to match spray features and to be determined in consultation with Contract Administrator.

E32.3 Methods

- (a) Steel bollards are to be direct burial prior to pouring of concrete spray pad around them.
- (b) Bollard to have Flexcell Fibre Board joint filler or other bond break material around the steel post to provide separation from the concrete.
- (c) Finished bollard height to accommodate the specified plastic cover (52").
- (d) All metal bollards within 1.5m of the spray pad are to be grounded as per Electrical Code.

E32.4 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the unit price for the "Items of Work" listed below, which price shall include all costs of material supply and proper installation.
- (b) Items of Work:
 - (i) Bollards

E33. STEEL ENTRANCE BAFFLE

E33.1 General Description

- (a) This specification shall cover the supply and installation of a steel baffle.
 - (i) The baffle is to match the existing entrance feature for Freight House located along Isabel Street.
 - (ii) Any concrete work required shall be considered incidental.
 - (iii) Chain link fencing is included with E29.

E33.2 Workmanship

- (a) Metal Work shall be finished straight, even and smooth and free of any defects to sizes specified and required.
- (b) Work shall include all necessary angles, brackets, metal inserts, rivets, anchor bolts, frames, adjusting screws, gaskets and other items necessary for the complete installation of the Work.
- (c) Welding is to be neat, symmetrical, clean and unobtrusive in appearance.

E33.3 Reference Standards

- (a) Canadian Institute of Steel Construction (CISC)
- (b) American Society for Testing and Materials (ASTM)
- (c) Canadian Standards Association (CSA)

E33.4 Submittals

- (a) Samples of any component, requested by the Contract Administrator, shall be submitted prior to fabrication.

E33.5 Shop Drawings

- (a) Shop Drawings shall be submitted for the baffle including, but not limited to:
 - (i) Baffle design, construction, materials, and connections.
 - (ii) Concrete foundations
 - (iii) Anchoring systems
- (b) All dimensions are to be verified prior to fabrication.

E33.6 Materials

- (a) Unless detailed or specified otherwise, standard products will be acceptable if construction details and installation meet the intent of the Drawings and Specifications in the opinion of the Contract Administrator.
- (b) Materials for the baffle to be raw steel and Cor-ten steel as shown on Drawings.
 - (i) Work is to be free from defects which impair the strength or durability.
 - (ii) The finished product is to appear rusty and aged in the manner of old railroad artefacts and is to match existing steel baffle on Site.
 - (iii) All edges are to be blunt and free of defects which may be dangerous to people grabbing them.
 - (iv) Bolts and washers are to be over-sized for visual effect.

- (c) Fasteners: Unless otherwise specified, provide fasteners as follows:
 - (i) Steel anchor bolts to conform to ASTM A307.
 - (ii) Steel bolts and lag screws to conform to ASTM A325.
- (d) Concrete
 - (i) Additional concrete sidewalk and thickened concrete foundation shall be as per E21 and CW 3310.

E33.7 Fabrication

- (a) Site measurements are to be taken before fabrication to ensure accurate fitting.
- (b) Weld joints tight, flush, and grind smooth, in true planes with base materials. Make welds continuous.

E33.8 Installation

- (a) As per approved Shop Drawings.
- (b) Install Work plumb, true, square, level, straight, and accurately and tightly fitted together and to surrounding Work.
- (c) Baffle is to be fitted together in the fabrication shop to ensure a proper fit and end product, prior to shipment to the Site. Final connections shall be made on Site.
- (d) Anchoring systems for the entrance features are to be coordinated with the concrete foundation works.
- (e) Concrete paving shall be installed as shown on the approved Shop Drawings.
 - (i) New concrete paving is to be flush with existing sidewalk and sloped to drain the same as the existing sidewalk.

E33.9 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Lump Sum Price for the "Items of Work" listed below, which price shall include all costs of material supply and proper installation including the concrete sidewalk and foundation.
 - (i) Chain link fencing and rock work associated with the entrance baffle are to be included with those items as specified elsewhere.
- (b) Items of Work:
 - (i) Steel Entrance Baffle c/w Concrete Sidewalk

WADING POOLS

E34. RELOCATION OF WATER SLIDE

E34.1 General Description

- (a) This specification shall cover the removal and salvage of the water slide at Roosevelt Park, renovation of the water slide and reinstallation of the water slide at Burton Cummings Community Centre.
- (b) The Contractor is to deliver a completely functioning water slide including all permits, inspections, demolition/removals, connections, tie-ins, restorations, rubber surfacing and commissioning.

E34.2 Shop Drawings

- (a) Further to E16, the Contractor shall provide design / build shop drawings for the water slide:
 - (i) Restoration and reinstallation of the slide structure;
 - (ii) Design and specifications for a fully functioning water supply to the slide; and,
 - (iii) Layout and specifications for the rubber surfacing.

- (b) All Work on the slide shall meet:
 - (i) ASTM F2376-08;
 - (ii) ASTM F2461-09;
 - (iii) CSA Z614-2014; and,
 - (iv) any other applicable codes.
- (c) The Contractor shall obtain the approval of the Contract Administrator prior to submitting plans for permitting.

E34.3 Removals

- (a) The water slide is to be disassembled and salvaged from Roosevelt Park.
- (b) All existing rubber surfacing is to be carefully removed from the slide and legally disposed of.

E34.4 Renovation of the Slide

- (a) The slide and structure are to be examined and repaired as required to meet applicable codes. The chute surfaces are to be re-finished as required to eliminate scrapes and ridges that may cause harm to users.
- (b) The existing footings for the slide structure shall be assessed and replaced if required.
- (c) All fabrication cuts, drill holes and weld joints shall receive a corrosion resistant coating.
- (d) All metal shall be sanded and receive a baked-on polyester powder coating to match existing colours. Powder coating shall meet or exceed ASTM standards for hardness, adhesion, impact and salt spray resistance.
- (e) All fasteners shall be examined and replaced, if required, to meet all safety standards, including but not limited to CSA Z614-2014.

E34.5 Water Recirculation System

- (a) The existing water circulation system at Roosevelt shall be examined and used as a guideline for the new water system at Burton Cummings.
- (b) The new water recirculation system shall provide an adequate supply of water to the slide for the purpose intended.
- (c) The existing piping and mechanical system shall be replaced.
- (d) The water recirculation system must comply with local and Provincial codes for human contact in swimming pools.
- (e) Qualified tradesmen shall be employed for all work.
- (f) All equipment, fixtures, and devices shall be easily accessible for required maintenance and winterization of the system.

E34.6 Electrical

- (a) If required, any electrical service is to tie into the Community Centre electrical system.
 - (i) All electrical equipment must be C.S.A. approved.
- (b) The water slide structure must be grounded as per Electrical codes.

E34.7 Installation of the Water Slide

- (a) The existing concrete wading pool and apron, at Burton Cummings, shall be examined and assessed as to condition, thickness and suitability for the installation of the slide.
 - (i) The size of the apron shall be assessed with respect to the required area of rubber surfacing required to meet CSA standards.
 - (ii) If required, additional concrete shall be installed as per approved Shop Drawings.
- (b) The location of the slide shall be as shown on the Drawings or as determined on site in consultation with the Contract Administrator.

- (c) The slide is required to meet the requirement of a maximum 7.6 cm (3 inch) drop at the slide exit into the wading pool having the water depth of 60 cm (24 inches).
- (d) The water slide is to be installed as per approved Shop Drawings.

E34.8 Safety Surfacing for Water Slide

- (a) This section shall cover the construction of a resilient overlay surfacing at the base of the water slide and beneath the slide. It shall include furnishing of all labour, materials, equipment and services required to install non-porous granular EPDM surfacing.
- (b) The protective surfacing shall be installed within the protective surfacing zone and, at a minimum, to meet the energy-absorbency requirement specified for the fall height of the slide structure to CSA Z614-2014.
- (c) Rubber surfacing shall be used under the slide structure to cover all fittings, protrusions, and grounding wires. It shall also be used to ensure there are no entrapment spaces under the slide.
- (d) Materials
 - (i) Pure vulcanized EPDM rubber chips ranging in size from 0.5 to 1.5mm diameter. EPDM shall be of the highest quality and UV stable.
 - (ii) Colour shall be light blue or a blend of light and dark blue with light blue dominant. Contractor is to provide a colour blend sample for approval prior to installation.
 - (iii) Finish product shall be tightly packed and non-porous.
 - (iv) Binder shall be resin (Aromatic or Aliphatic binders, Isocyanate). Binder shall be 100% urethane and contain no TDI and not labeled toxic. Accelerators may be used with aliphatic binders. Resin shall be mixed with a thickening agent and used as a base coat to allow applications of EPDM on vertical surfaces.
 - (v) Primer shall be Aromatic or Aliphatic solvent free primer.
 - (vi) Finish surface to withstand 600 psi tensile stress, be non-slip when wet or dry, and fungus, bacterial and chemical resistant.
 - (vii) Acceptable products include Aqua Rubber Surfacing as supplied by J&D Penner, Rubber FX as supplied by Prairie Safety Surfacing, or approved substitute. Installers shall have a minimum of 5 years of experience with rubber surfacing and a minimum of 5 successful installations.
- (e) The manufacturer's detailed installation procedures and specifications shall be supplied to the Contract Administrator and shall be considered part of these specifications. The safety surfacing shall be installed in strict accordance and conformity to the manufacturer's specifications.
- (f) Methods
 - (i) All sub-surfaces shall be inspected and accepted by the installer prior to application. Any discrepancies shall be rectified prior to the installer proceeding with installation.
 - (ii) The substrate shall be cleaned and let dry prior to installation.
 - (iii) Product shall be roll onto substrate surfaces, using a short nap roller, one coat of primer at approximately 50 sq. ft. per litre.
 - (iv) The selected EPDM topcoat granules should be coated with aromatic or aliphatic resin in a non-porous container at a resin ratio of 80% rubber to 20% urethane resin by weight. The mixing shall be carried out with the proper equipment and for the length of time required to ensure consistency and complete coverage of each granule. The resin should be applied to the rubber, once the rubber is initially working within the mixer and mixed for approximately 1-3 minutes.
 - (v) Installer shall wear protective clothing including gloves and shall change protective clothing regularly during the installation.
 - (vi) When troweling the product, the installer shall use protective knee boards or knee pads.
- (g) Manufacturer's written instructions for maintenance procedures and all materials with respect to warranty shall be supplied to the Contract Administrator.

- (h) Further to E24, the Site must be watched and secured against vandalism during the installation and curing processes.
- (i) The surfacing shall be subject to testing upon completion.

E34.9 Commissioning of the Water Slide

- (a) The Contractor shall supply in a format acceptable to the Contract Administrator three (3) bound copies of the Operation and Maintenance Manuals, as well as one electronic copy (in pdf format) detailing the operations and maintenance instructions for all elements of the water slide 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.
- (b) On Site training shall be provided to the City pool staff and maintenance personnel in proper operation and maintenance procedures for the system.

E34.10 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Lump Sum Price for the Items of Work listed below, which price shall include all costs of removal, salvage, and restoration of the slide, supply and installation of mechanical systems, rubber surfacing, material supply, proper material installation, site restoration, commissioning and all other items incidental to the Work to provide a completely functioning water slide.
- (b) Items of Work:
 - (i) Relocation of Water Slide

E35. DECOMMISSIONING OF BUILDINGS AND WADING POOLS

E35.1 General Description

- (a) This specification shall cover the decommissioning and/or removals of the electrical, sewer and water connections for the buildings and wading pools at:
 - (i) Roosevelt Park
 - (ii) Sister MacNamara Park
- (b) Work shall include all necessary permitting, inspections and approvals.

E35.2 Existing services

- (a) All existing services, not identified for removal, shall be located and protected.
- (b) The Contractor shall not commence the building demolition Work until:
 - (i) he/she has contacted the City's Water and Waste Department, Water Billing, at 204-986-2455 and arranged to have the water turned off and meter removed; and,
 - (ii) he/she has obtained the necessary Service Permits from the City's Public Works Department, cut-off and abandoned all existing sewer and water pipes, including having arranged for an Inspection of the cut-offs by the City's Water and Waste Department; and,
 - (iii) Should any gas or Hydro meters be located in the buildings at time of demolition, the Contractor shall retrieve and return it to Manitoba Hydro Stores (Receiving Door) located at 400 Dovercourt Drive. Notify Manitoba Hydro at 204-360-5874 in advance of meter delivery.
- (c) The Contractor shall disconnect, cap, plug or divert as required existing public utilities within the property where they interfere with the execution of the work, in conformity with the requirements of the authorities having jurisdiction. Mark the location of these and previously capped or plugged services on the site and indicate location, (horizontal and vertical) on the record drawings. Support, shore up and maintain pipes and conduits encountered.

- (i) Immediately notify the Contract Administrator and utility company concerned in case of damage to any utility or service, designated to remain in place.
- (ii) Immediately notify the Contract Administrator should unchartered utility or service be encountered, and await instruction in writing regarding remedial action.

E35.3 Electrical

- (a) The electrical service to the buildings shall be disconnected and service lines removed at the Hydro pole.
 - (i) All applicable codes are to be followed.
 - (ii) Electrical services to the existing pathway lighting shall remain intact and be protected. The Contract Administrator shall be notified immediately if this service will be compromised by the disconnection of power to the building.

E35.4 Water and Sewer Services

- (a) The water service to the building shall be disconnected as per CW 2130.
- (b) The sewer service to the building shall be disconnected as per CW 2110.
- (c) The existing pool mechanical system within the building shall be salvaged as per E36.3.
- (d) All piping and fittings at the pool shall be removed and shall be legally disposed of off-site.
- (e) Pipes on site, once properly disconnected, may be abandoned to the satisfaction of the Contract Administrator.
- (f) Water service to the seasonal water service pit on the Roosevelt Site is to remain and be shut off.
- (g) The sewer line to the manhole in the pool apron at Roosevelt Park is to remain functional.
 - (i) Refer to E38.

E35.5 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price per pool for the Items of Work listed below, which price shall include all costs of disconnecting of electrical, water and sewer services to and from the building and wading pool.
- (b) Items of Work:
 - (i) Decommissioning of Building and Wading Pool

E36. BUILDING DEMOLITION

E36.1 General Description

- (a) This specification shall cover the demolition and removal of washroom buildings at
 - (i) Roosevelt Park
 - (ii) Sister MacNamara Park
- (b) Work shall include all necessary permitting, inspections and approvals.

E36.2 Existing Conditions

- (a) Structures, to be demolished, shall be taken over based on their condition at date and time of bid closing.
- (b) If unidentified subsurface foundations, tanks or services are encountered during the Work, immediately cease operations, notify the Contract Administrator, and await instruction.
- (c) Asbestos has been identified in the buildings and abatement shall be undertaken by others prior to demolition under this Contract.

E36.3 Materials to be Retained by City of Winnipeg

- (a) The Contractor shall contact the City of Winnipeg to have certain items identified for salvage.

- (i) Contact: Mark Csizmadia, Supervisor (204) 479-5360.
- (b) The following materials and equipment shall be carefully removed from the subject buildings, protected and turned over to the City of Winnipeg:
 - (i) Roosevelt Park Pool Building (534 Elgin Ave.)
 - (i) Pool Pump
 - (ii) Accu-Tag Stacker
 - (iii) Jet Covers in Pool Tank
 - (iv) LED Light Fixtures in Lobby
 - (v) Other items as per direction of City.
 - (ii) Sister McNamara Pool Building/Pinkham Park (760 Ross Ave.)
 - (i) Pool Pump
 - (ii) Accu-Tag Stacker
 - (iii) Hot Water Tank
 - (iv) Bathroom fixtures
 - (v) Other items as per direction of City.

E36.4 Protection

- (a) The Contractor shall provide bracing, shoring and underpinning as required to prevent movement, settlement or damage of any adjacent structures, services, pavements, trees and adjacent grades.
- (b) The Contractor shall cease operations and notify the Contract Administrator immediately for special protective and disposal instructions if asbestos materials or other hazardous materials are uncovered during the work of this project.
- (c) The Contractor shall cease operations and not proceed with demolition work when prevailing weather forecasts indicate, or weather conditions constitute, a hazard to the workers and site.
- (d) Work that is without continuous supervision shall be temporarily suspended. The Site shall be closed to prevent entrance of unauthorized persons.

E36.5 Methods

- (a) The Contractor is to confirm with the Contract Administrator that all salvaged fixtures and materials have been removed from within the buildings, prior to start of demolition.
- (b) Except where otherwise specified in E36.3, all materials indicated or specified to be permanently removed from the Place of the Work shall become Contractor's property. The salvage and recycling of such materials shall be maximized to the fullest extent possible, consistent with proper economy and expeditious performance of the Work.
- (c) The buildings are to be demolished completely, in a safe and workmanlike like manner.
- (d) Demolition by explosives or other methods to initiate a "Rapid Progressive Failure" of a structure will not be allowed without written permission of all authorities having jurisdiction.
- (e) The Contractor shall remove from the building or structure before demolition work begins:
 - (i) glass, metal cornices or other material that may shatter;
 - (ii) any flammable or explosive materials or gas cylinders;
 - (iii) anything dangerous, that cannot be removed, should be made safe.
- (f) The Contractor shall ensure that the demolition operation be conducted with the minimum interference of streets, sidewalks, etc. No salvage material shall be placed or stored on streets, sidewalks, or boulevards within or surrounding the Site.
- (g) All building foundations are to be removed completely. Any piles are to be cut off and removed to 600mm below proposed finished grade.

- (h) The demolition shall be done in a manner to keep dust, noise and inconvenience to residents to a minimum. The Contractor shall keep dusty materials wetted, provide dust screens, covers, railings, support and other protection as required. Do not cause flooding, contaminated run-off, or icing.
- (i) At end of each work day, Work shall be left in a safe condition so that no part is in danger of toppling or falling.
- (j) Further to CW 1130, 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.
 - (i) The Contractor shall not store or permit debris or rubbish to accumulate on the Site for more than one Working Day.
 - (ii) Selling or burning materials on Site are not permitted.

E36.6 Backfill

- (a) Demolished building excavation shall be backfilled to adjacent surface elevation using common material approved by the City of Winnipeg and compact to a density at least to that of adjoining undisturbed soil.
- (b) If the demolition occurs when the ground or backfill material is frozen, the Contractor shall return to the demolition Site when the ground has thawed and notify the Contract Administrator of the site condition. If the ground has settled, and if authorized by the Contract Administrator, the Contractor shall add more clean earth to satisfy the requirements.
- (c) Fill shall be free of debris and rubbish of any kind, standing water, frost, and/or frozen materials
- (d) The Contractor shall not place backfill material until the Contract Administrator has inspected the excavation. Should any backfill be placed before the permission of the Contract Administrator has been obtained, the excavation shall be re-opened by the Contractor, at his expense.

E36.7 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, for the Items of Work listed below, which price shall include all costs of material salvage, demolition, backfilling, removal and proper disposal.
- (b) Items of Work:
 - (i) Demolition of Building

E37. REMOVAL OF WADING POOLS

E37.1 General Description

- (a) This specification shall cover the removal of concrete wading pools, concrete aprons and asphalt paving at:
 - (i) Roosevelt Park
 - (ii) Sister MacNamara Park

E37.2 Methods

- (a) Equipment to be used for breaking up of concrete and removals shall be approved by the Contract Administrator.
- (b) All concrete and asphalt shall be removed entirely. Base materials shall be removed to a maximum depth of 300mm.
- (c) All drains and other mechanical fixtures contained within the pool shall be removed.
- (d) Asphalt shall be saw cut to separate existing asphalt that is to remain from that which is to be removed.

- (e) Further to E14, extra care is to be taken working around the trees located in the asphalt. Excavations and removals near the trees are to be done by hand or by small machinery as approved by the Contract Administrator.
- (f) Chain link fencing shall be removed, if indicated on Drawings. Any holes left by the removal of posts or foundations shall be filled with compacted clean clay fill to meet the adjacent grades and be restored to match surrounding conditions to the satisfaction of the Contract Administrator. This shall be incidental to the Work.
- (g) Benches are to be salvaged at Sister MacNamara Park and delivered to The City of Winnipeg.
- (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.

E37.3 Backfill

- (a) Further to E36.6, demolished wading pool excavation shall be backfilled to adjacent surface elevation using common material approved by the City of Winnipeg and compact to a density at least to that of adjoining undisturbed soil.

E37.4 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured on a square metre basis, for the Items of Work listed below, which price shall include all costs of all costs of removal, bench salvage, proper disposal and backfill.
- (b) Items of Work:
 - (i) Removal of Concrete Wading Pool, Concrete Apron and Asphalt Paving at Sister MacNamara and Roosevelt Parks

E38. CATCH PIT

E38.1 General Description

- (a) This specification shall cover the supply and installation of a catch pit at Roosevelt Park.

E38.2 Materials and Methods

- (a) As per SCD-613.
- (b) Catch pit is to be connected to the existing sewer line in the manhole in the pool apron at Roosevelt Park as per CW2110.
 - (i) Manhole is to be removed and catch pit location to be reviewed with the Contract Administrator.

E38.3 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured on a lump sum basis, for the Items of Work listed below, which price shall include all costs of material supply, installation and connections.
- (b) Items of Work:
 - (i) Catch Pit at Roosevelt Park

E39. DROP SHOT AND ASPHALT PAVING

E39.1 General Description

- (a) This specification shall cover the supply and installation of a drop shot and asphalt paving at Roosevelt Park.

E39.2 Materials and Methods

- (a) Drop Shot

- (i) Landscape Structures product # 100042, as supplied by Playgrounds-R-Us.
 - (ii) Colours: Blue polyethylene and Maroon pole.
 - (iii) Install with concrete foundation as per manufacturer's specifications.
- (b) Asphalt Paving
- (i) As per E26.
 - (ii) Removal of asphalt is included in E37.

E39.3 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured as each for the Drop Shot and on a square metre basis for the Asphalt Paving, for the Items of Work listed below, which price shall include all costs of material supply and installation.
- (b) Items of Work:
- (i) Drop Shot
 - (ii) Asphalt Paving at Roosevelt Park

E40. SITE RESTORATION

E40.1 General Description

- (a) This specification shall cover the restoration of the areas where the washroom building, wading pool and asphalt have been removed at:
- (i) Roosevelt Park
 - (ii) Sister MacNamara Park

E40.2 Areas where the washroom building, wading pool and asphalt has been removed shall be graded as per Drawings and E25.

E40.3 Edges of restored areas are to be cut in clean lines, whether they abut asphalt or turf. The grades at the edges are to be established such that finished surfaces are level with existing surfaces.

E40.4 The areas shall be finished with topsoil and sodding as per E27.

E40.5 Maintenance of turf shall be as per E27.

E40.6 Any Work required to clean up and restore the areas within the Construction Boundaries shall be considered incidental to the Site Restoration Work.

E40.7 Basis of Payment

- (a) Payment for Work specified under this section shall be paid for at the Unit Price, measured on a square metre basis, for the Items of Work listed below, which price shall include all costs of imported fill, site grading, topsoil, sodding, and maintenance.
- (b) Items of Work:
- (i) Site Restoration at Sister MacNamara and Roosevelt Parks