



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 998-2023**

**SPRAY PAD DEVELOPMENT-  
TURTLE ISLAND NEIGHBOURHOOD CENTRE**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SPRAY PAD DEVELOPMENT – TURTLE ISLAND NEIGHBOURHOOD CENTRE

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, February 20, 2024.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

B3.1 Further to C3.1, the Contract Administrator or an authorized representative will be available at the Site at 10:00 A.M. on February 1, 2024 to provide Proponents access to the Site.

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

B3.3 The Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Proposal or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B3.4 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 their Proposal or the performance of the Work.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

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

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

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

- B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.
- B4.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

## **B5. CONFIDENTIALITY**

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

## **B6. ADDENDA**

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B6.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

## **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 their sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the 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 they wish 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 their Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B24.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B8. PROPOSAL SUBMISSION**

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal;
  - (b) Form B: Prices;
  - (c) Form C: Economic Analysis.
- B8.2 The Proposal should also consist of the following components:
- (a) Design Drawings in accordance with B12;
  - (b) Component Description, in accordance with B13;
  - (c) Project Work Plan, in accordance with B14;

- (d) Systems Integration, in accordance with B15.
- B8.3 Further to B8.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B8.6 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B8.6.1 Proposals will **only** be accepted electronically through MERX.
- B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B24.1(a).
- B8.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B9. PROPOSAL (SECTION A)**

- B9.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, their 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 their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their 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 their 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 their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.



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

B9.5 If a 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.

B10.2 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.

(a) The Proponent shall state a separate price in Canadian funds for each of the following items of Work on Form B Prices:

- (i) Separate Price to be deducted from Total Bid Price – Item No. 1 shall be the amount deducted from the Total Bid Price if the Acid Etching Stencil, Compound and Sealer for Animal Silhouettes are deleted in accordance with B24.5(b);
- (ii) Separate Price to be deducted from Total Bid Price – Item No. 2 shall be the amount deducted from the Total Bid Price if the Granite Boulders are deleted in accordance with B24.5(b);
- (iii) Separate Price to be deducted from Total Bid Price – Item No. 3 shall be the amount deducted from the Total Bid Price if the Shade Canopy, Re-finish & Re-install are deleted in accordance with B24.5(b);
- (iv) Separate Price to be deducted from Total Bid Price – Item No. 4 shall be the amount deducted from the Total Bid Price if the Coloured Concrete Pigment are deleted in accordance with B24.5(b).

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 Spray Pad, providing values based upon the Proponent's design and local water and electrical rates.

## **B12. DESIGN DRAWINGS**

B12.1 The Proponent should submit drawings that illustrate the proposed design, including if the price bid is subject to the colours of the proposed design and play equipment, such as plan, perspective, manufacturer's footing specifications and any other submissions to illustrate the design intent. Additional drawings may be requested prior to award for more detailed information.

B12.2 The Proponent's submitted drawings should show:

- (a) The proposed design of the spray pad, clearly demonstrating the layout of features and 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 experiences.

**B12.3** Design Drawings should include at a minimum:

- (a) A site context plan, including:
  - (i) Location and configuration of the spray pad in association with the surrounding site 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 and overspray zone;
  - (iii) Manifold cabinet location;
  - (iv) Drain locations; and
  - (v) Schematics of site services and any modifications, relocations and connections.
- (c) Clear indication of any proposed changes to the design of the spray pad.
- (d) A concise written description of the design rationale.
- (e) Perspective sketches, renderings, sections, details, and other graphic representation sufficient to illustrate the proposed design.
- (f) An itemized list of proposed spray components with a legend that relates them to their graphic representation on the plan.

**B13. COMPONENT DESCRIPTIONS**

B13.1 The Proponent should submit component description and/or graphic or catalogue reference outlining specifications of play equipment components, as well as any proposed modifications to make components more durable and vandal resistant.

**B14. PROJECT WORK PLAN**

B14.1 The Proponent should submit a Project Work Plan that clearly demonstrates the Proponent's understanding of the Work, including:

- (a) A methodology and schedule to decommission and remove the existing wading pool.
- (b) A methodology and schedule for delivery of the fully operational and commissioned spray pad by the Substantial Performance deadline.
- (c) A methodology for site security. This site is highly prone to vandalism and theft. Include a plan on how the site will be left safe at the end of each workday, including at which points security may be hired to secure the site if needed.

B14.2 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;
  - (vi) Budget and schedule risk management; and

- (vii) Site security 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 Gantt 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) Sodding and sod maintenance;
  - (v) Tree planting and tree maintenance;
  - (vi) Commissioning; and
  - (vii) 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.

## **B15. SYSTEMS INTEGRATION**

B15.1 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 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.

## **B16. DISCLOSURE**

B16.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B16.2 The Persons are:

- (a) WaterPlay by MAKR regarding spray features.
- (b) Legacy Mechanical, regarding mechanical and electrical services.

## **B17. CONFLICT OF INTEREST AND GOOD FAITH**

B17.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B17.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or

(d) involvement in ongoing litigation;

that could or would be seen to:

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

**B17.3** In connection with their Proposal, each entity identified in B17.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

**B17.4** Without limiting B17.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

**B17.5** Without limiting B17.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B17.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of their Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

**B17.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

## **B18. QUALIFICATION**

**B18.1** 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.
- B18.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
  - (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>.
- B18.3 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);
  - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B18.5 and D7).
- B18.4 Further to B18.3(c), should the Total Bid Price exceed \$100,000.00, the Proponent shall within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent /Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
  - (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
    - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
    - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
  - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).
- B18.5 Further to B18.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B18.6 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.

B18.7 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.

## **B19. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B19.1 Proposals will not be opened publicly.

B19.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).

B19.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B19.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B19.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

## **B20. IRREVOCABLE OFFER**

B20.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B20.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work the time period specified in Paragraph 11 of Form A: Bid/Proposal.

## **B21. WITHDRAWAL OF OFFERS**

B21.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

## **B22. INTERVIEWS**

B22.1 The Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

## **B23. NEGOTIATIONS**

B23.1 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.

B23.2 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.

B23.3 If, in the course of negotiations pursuant to B23.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B24. EVALUATION OF PROPOSALS**

B24.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B18: (pass/fail)
- (c) Total Bid Price; 10%
- (d) Economic Analysis 10%
- (e) Design Drawings/Component Descriptions 45%
- (f) Project Work Plan 25%
- (g) Systems Integration 10%

B24.2 Further to B24.1(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.

B24.3 Further to B24.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that it is qualified.

B24.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B24.1(a) and B24.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B24.5 Further to B24.1(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 adjusted, if necessary, as follows:

- (a) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder is within the budgetary provision for the Work, no adjustment will be made to the Total Bid Price; or
- (b) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder exceeds the budgetary provision for the Work, the Total Bid Prices of all responsive Bids submitted by responsible and qualified Bidders will be adjusted by progressively deducting item(s) one (1) through four (4) in the order listed, until a Total Bid Price within the budgetary provision is achieved.

B24.5.1 Further to B24.1(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.

B24.6 Further to B24.1(c), the Award Authority may reject a Bid as being non-responsive if it exceeds the budget as shown in D2.3.

B24.6.1 The Total Bid Price shall be evaluated with a weighing of 10 points out of a total of 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.

B24.7 Further to B24.1(e) Design Drawings/Component Descriptions shall be evaluated with a weighting of 45 points out of a total of 100 possible points as per B12 and B13.

B24.7.1 The Design Drawings and Component Descriptions for the Spray Pad shall be evaluated on the following criteria:

- (a) The supportive imagery and literature, to effectively communicate the design, intent and function of the spray pad and features (5 points)

- (b) The quality, nature and diversity of play components and play experiences on the spray pad (15 points).
- (c) The design aesthetic, including the implementation of a consistent and appropriate theme (5 points).
- (d) The layout of the spray components in relation to each other and as organized in the spray pad. Implementation of appropriate age zones are deemed part of the proposal (10 points).
- (e) The quality, durability and warranty of materials (10 points).

B24.8 Further to B24.1(f), the Project Work Plan for the project shall be evaluated with a weighting of 25 points out of a possible 100 points, as per B14.

B24.8.1 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 (10 points); and,
- (c) The organizational chart with Contractor and Subcontractor experience and acknowledgement (5 points).

B24.9 Further to B24.1(g), the Systems Integration shall be evaluated with a weighting of 10 points of a possible 100 points, as per B15.

B24.9.1 The Systems Integration for the Spray Pad 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).

B24.10 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

## **B25. AWARD OF CONTRACT**

B25.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B25.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.

B25.2.1 Without limiting the generality of B25.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with their own forces;
- (d) only one 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.

B25.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

B25.3.1 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.



- B25.4 The City may, at their discretion, award the Contract in phases.
- B25.4.1 Further to B25.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B25.5 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B25.5.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B25.6 Following the award of contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.
- B25.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Construction* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](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 decommissioning and removal of a wading pool, the supply and construction of a new "spray to drain" spray pad, and the associated site development.

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

- (a) Removal of a wading pool, including the decommissioning of the sewer and water services and the removal of the concrete pool basin;
- (b) 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;
- (c) Supply and installation of a concrete spray pad and associated sitting areas;
- (d) Supply and installation of asphalt pathways;
- (e) Supply and Installation of water spray features;
- (f) Sewer, water and electrical connections;
- (g) Commissioning of the spray pad;
- (h) Supply and installation of site furniture;
- (i) Refurbishment, re-cladding and installation of shade umbrellas;
- (j) Supply and installation of bike racks;
- (k) Supply and installation of light standards;
- (l) Supply and installation of chain link fencing with gates;
- (m) Site restoration including site grading, topsoil, sodding and trees.

D2.3 The funds available for this Contract are \$1,050,000.00.

#### **D3. SITE INVESTIGATION DUE DILIGENCE AND RISK**

D3.1 Notwithstanding C3.1, the Contractor acknowledges that the site investigation reports and other site information included in this Tender have been provided to it and may be relied upon by the Contractor to the extent that the Contractor uses Good Industry Practice in interpreting such report(s) and site information and carries out the Work in accordance with Good Industry Practice based upon such report(s) and the information contained in them and such other site information. In the event that a site condition related to:

- (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 site conditions, including but not limited to subsurface hazardous materials or other concealed physical conditions;
- (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 the performance of the Work;

that could not have been “properly inferable”, “readily apparent” and readily discoverable” using Good Industry Practice by the Contractor, results in additional Work which is a direct result of this newly discovered site condition, such additional Work will be considered by the City under Changes in Work.

#### **D4. DEFINITIONS**

D4.1 When used in this Request for Proposal:

- (a) **“Supply Chain Disruption”** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption.

#### **D5. CONTRACT ADMINISTRATOR**

D5.1 The Contract Administrator is HTFC Planning and Design , represented by:

Shannon Loewen  
Project Designer

Telephone No. 204 944-9907

Email address: sloewen@htfc.ca

D5.2 Before commencement of Work, Shannon Loewen will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

#### **D6. CONTRACTOR'S SUPERVISOR**

D6.1 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 their employ.

D6.2 Before commencement of Work, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6.2.1 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.

#### **D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

D7.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation (“CSSR”) to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D7.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D7.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

## **D8. UNFAIR LABOUR PRACTICES**

- D8.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D8.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D8.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C18.
- D8.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D8.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.
- D8.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D8.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

## SUBMISSIONS

### D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 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.

### D10. SAFE WORK PLAN

D10.1 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.

D10.2 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> .

D10.3 Notwithstanding B18.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

### D11. INSURANCE

D11.1 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 HTFC Planning and Design added as an additional insured; such liability policy to also contain a cross-liability clause, contractual 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 and throughout the warranty period;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) all risks course of construction insurance, including testing and commissioning, in the amount of at least 100% of the total contract price, written in the name of the Contractor and The City of Winnipeg to remain in place until the date of substantial performance and all testing and commissioning is completed.

D11.2 Deductibles shall be borne by the Contractor.

D11.3 D11.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

D11.4 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 Documents, as applicable.

D11.5 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.

## **D12. CONTRACT SECURITY**

- D12.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; and
  - (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price; or
  - (c) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H3: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
  - (d) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D12.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:
- (a) the version submitted by the Contractor must have valid digital signatures and seals;
  - (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
  - (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
  - (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
  - (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D12.1.1(b).
- D12.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in their discretion, exercised reasonably, allows.
- D12.1.3 Digital bonds passing the verification process will be treated as original and authentic.
- D12.1.4 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.
- D12.2 The Contractor shall provide the Contract Administrator identified in D5 with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order or an award letter and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D12.3 Where the contract security is provided in accordance with D12.1(a) and D12.1(b), the Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:
- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D12.1(b); and

- (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

### **D13. SUBCONTRACTOR LIST**

- D13.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

### **D14. DETAILED WORK SCHEDULE**

- D14.1 Within seven (7) Working Days of receipt of the notice of award, the Contractor shall review and update the detailed work schedule laid out in the Proponent's Project Work Plan with the Contract Administrator.

- D14.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site.

- D14.2 Detailed Work Schedule shall consist of the following dates:

- (a) Final drawing submission for the spray pad;
- (b) Permitting;
- (c) Ordering of spray components;
- (d) Delivery of spray components;
- (e) Start of Work on site;
- (f) Wading pool removals;
- (g) Water and sewer connections or disconnections;
- (h) Excavation and site preparation;
- (i) Civil, Mechanical, and Electrical Work;
- (j) Concrete pour(s);
- (k) Asphalt path installation;
- (l) Installation of spray components;
- (m) Topsoil and sodding;
- (n) Tree planting;
- (o) Fencing, site furnishings, and site restoration;
- (p) Commissioning, Winterization, and Start-up;
- (q) Substantial Performance, and
- (r) Total Performance.

- D14.3 Other milestone dates appropriate to this project should also be included to make the Contract Administrator aware of them.

### **D15. REQUIREMENTS FOR SITE ACCESSIBILITY PLAN**

- D15.1 The Contractor shall provide the Contract Administrator with an Accessibility Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

- D15.2 The Accessibility Plan shall demonstrate how the Contractor will accommodate the safe passage of pedestrians and cyclists in accordance with the Manual of Temporary Traffic



Control, the Contract Drawings, Staging Plans, and Streets By-Law No. 1481/77 at all times for the duration of the Construction. Unless noted in the Contract, the Accessibility Plan must include a written plan for the following:

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

D15.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.

D15.4 The Accessibility Plan shall include written details on how the Contractor intends to review, maintain, and document all items related to the Accessibility Plan on-site during Construction, including, but not limited to:

- (a) Signage
- (b) Temporary Ramping
- (c) Transit Stops
- (d) Detour Signage

D15.5 At minimum, the Contractor shall review the site conditions on a daily basis to ensure that all features related to the Accessibility Plan are in place. The site review is intended to correct deficiencies as a result of unforeseen events such as wind, traffic, or the general public. Deficiencies that are direct result of the Contractors actions must be corrected immediately.

D15.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.

D15.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the Site has been maintained.

D15.8 Deficiencies as a direct result of actions by the Contractor that are not immediately corrected and/or failure to produce records that demonstrate that the Site was maintained in compliance with the Accessibility Plan may result in a pay adjustment via the monthly Progress Payment. The rate of pay adjustment will be as per the following schedule:

- (a) First Offence – A warning will be issued and documented in the weekly or bi-weekly site meeting.
- (b) Second Offence – A field instruction to immediately correct the Site will be issued by the Contract Administrator.

D15.9 Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

## **SCHEDULE OF WORK**

### **D16. COMMENCEMENT**

D16.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.

D16.2 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 D9;
  - (ii) evidence of the workers compensation coverage specified in C6.17;
  - (iii) the Safe Work Plan specified in D10;
  - (iv) evidence of the insurance specified in D11;
  - (v) the contract security specified in D12;
  - (vi) the Subcontractor list specified in D13;
  - (vii) the detailed work schedule specified in D14;
  - (viii) the Requirements for Site Accessibility Plan as specified in D15; and
  - (ix) the direct deposit application form specified in D31.
- (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.

D16.3 The Contractor shall not commence the Work on the Site before permitting is in place for all Work.

D16.4 The City intends to award this Contract by March 29, 2024.

D16.4.1 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.

#### **D17. CRITICAL STAGES**

D17.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) Sod installation is to be complete and placed on maintenance by August 24, 2024;
- (b) The maintenance period is to be completed by September 23, 2024.

#### **D18. SUBSTANTIAL PERFORMANCE**

D18.1 The Contractor shall achieve Substantial Performance by September 9, 2024.

D18.2 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.

D18.3 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.

#### **D19. TOTAL PERFORMANCE**

D19.1 The Contractor shall achieve Total Performance by September 23, 2024 or within 14 (fourteen) Calendar days if seasonal inclement weather does not allow permanent restorations to commence immediately after Substantial Performance, whichever comes first. The Contract Administrator will advise the Contractor when seasonal conditions will allow permanent restorations to begin. The Contractor will start final restorations no later than 14 (fourteen) Calendar Days after formal notification by the Contract Administrator

D19.2 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.

- D19.3 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.

## **D20. LIQUIDATED DAMAGES**

- D20.1 If the Contractor fails to achieve critical stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) Critical Stages- five hundred dollars (\$500.00);
- (b) Substantial Performance- five hundred dollars (\$500.00);
- (c) Total Performance- five hundred dollars (\$500.00);

- D20.2 The amounts specified for liquidated damages in D20.1 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.

- D20.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **D21. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

- D21.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the in close consultation with the Contract Administrator.

- D21.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

- D21.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.

- D21.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D21.3. Failure to provide this notice will result in no additional time delays being considered by the City.

- D21.5 The Work schedule, including the durations identified in D17 to D19 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.

- D21.6 Where Work not previously identified is being carried over solely as a result of delays related to Supply Chain Disruption, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to Supply Chain Disruption, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.

- D21.7 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

## **D22. SCHEDULED MAINTENANCE**

- D22.1 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;
  - (b) Tree Planting as specified in E26;
  - (c) Winterization and Spring Start-up as specified in E32
- D22.2 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**

### **D23. JOB MEETINGS**

- D23.1 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.
- D23.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

### **D24. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D24.1 Further to C6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

### **D25. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

- D25.1 Further to B18.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require updated proof of compliance, as set out in B18.4.

### **D26. PLANT AND MATERIALS**

- D26.1 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 the prior consent of the Contract Administrator.
- D26.2 The Contractor shall keep such records of all Plant and Material supplied or placed in the care, custody and control of the Contractor by the City as the Contract Administrator may from time to time require and shall satisfy the Contract Administrator, when requested, that such Plant and Material are at the place and in the condition required by the City.

## **D27. SAFETY**

- D27.1 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.
- D27.2 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.
- D27.3 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 their 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.

## **D28. SITE CLEANING**

- D28.1 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.
- D28.1.1 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.
- D28.1.2 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.

## **D29. INSPECTION**

- D29.1 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.
- D29.2 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.

## **D30. DEFICIENCIES**

- D30.1 Further to C11, the Contract Administrator may order the Contractor to alter or improve their methods, to increase or improve their 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.

D30.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C19.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.

D30.3 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.

D30.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D30.2, 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

### D31. PAYMENT

D31.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [https://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

## WARRANTY

### D32. WARRANTY

D32.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) years thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

(a) Manufacturer's warranties on spray pad equipment shall apply.

(b) The warranty period on trees planted shall be two (2) years. Should a tree require replacement during the two (2) year period, the replacement tree's warranty shall recommence and no additional maintenance charges will apply.

D32.2 Notwithstanding C13.2 or D32.1, 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 their intended use.

D32.2.1 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.

### D33. DISPUTE RESOLUTION

D33.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D33.

D33.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D33.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.
- D33.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
- (i) The Contract Administrator;
  - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
  - (iii) Department Head.
- D33.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D33.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D33.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D33.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D33.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

## **INDEMNITY**

### **D34. INDEMNITY**

- D34.1 Indemnity shall be as stated in C17.
- D34.2 Notwithstanding C17.1, the Contractor shall save harmless and indemnify the City in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the Contractor, their Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
- (a) accidental injury to or death of any person whether retained by or in the employ of the contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;

- (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
- (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
- (d) any claim for lien or trust claim served upon the City pursuant to The Builders' Liens Act;
- (e) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;
- (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
- (g) inaccuracies in any information provided to the City by the Contractor.

D34.3 Further to C17, The City shall save harmless and indemnify the Contractor in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the City, their employees or agents in the performance of its obligation under the Contract.

### THIRD PARTY AGREEMENTS

#### D35. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D35.1 Funding for the Work of the Contract is being provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada and accordingly, as required by the applicable funding agreements, the following terms and conditions shall apply.

D35.2 For the purposes of D35:

- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D35.3 Indemnification By Contractor

D35.3.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D35.3.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
- (b) any damage to or loss or destruction of property of any person; or
- (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

D35.4 Records Retention and Audits



- D35.4.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D35.4.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D35.4.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.
- D35.5 Other Obligations
- D35.5.1 The Contractor consents to the City providing a copy of the Contract to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D35.5.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D35.5.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D35.5.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

**FORM H1: PERFORMANCE BOND**  
(See D12)

KNOW EVERYONE 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 their 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. 998-2023

SPRAY PAD DEVELOPMENT-  
TURTLE ISLAND NEIGHBOURHOOD CENTRE

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

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

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

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SIGNED AND SEALED**  
in the presence of:

\_\_\_\_\_  
(Witness as to Principal if no seal)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

**FORM H2: LABOUR AND MATERIAL PAYMENT BOND**  
(See D12)

KNOW EVERYONE BY THESE PRESENTS THAT

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

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

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

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

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

RFP NO. 998-2023

SPRAY PAD DEVELOPMENT-  
TURTLE ISLAND NEIGHBOURHOOD CENTRE

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

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

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

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNED AND SEALED  
in the presence of:

\_\_\_\_\_  
(Witness as to Principal if no seal)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

**FORM H3: IRREVOCABLE STANDBY LETTER OF CREDIT  
(CONTRACT SECURITY)  
(See D12)**

\_\_\_\_\_  
(Date)

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

RE: CONTRACT SECURITY – RFP NO. 998-2023

SPRAY PAD DEVELOPMENT – TURTLE ISLAND NEIGHBOURHOOD CENTRE

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

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

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

\_\_\_\_\_ Canadian dollars.

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

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

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

\_\_\_\_\_  
(Address)

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

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

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

\_\_\_\_\_  
(Date)

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

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

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

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)





## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Request for Proposal shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.4 The following are applicable to the Work:

### DRAWINGS

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
L0.0	Cover Page
L1.0	Site Survey
L1.1	Demolition & Protection Plan
L1.2	Materials & Furnishing Plan
L1.3	Layout, Planting & Spray Components Plan
L1.4	Spray Basin Grading Plan
L2.1	Sections
L3.1	Details
C-1-R3	Lot Grading Plan
C-2-R3	Servicing Plan

### CITY OF WINNIPEG DETAILS

<u>Detail No.</u>	<u>Detail Name</u>
SCD-119-R5	Waste Receptacle Side Opening Metal Slat Type
SCD-121E-R1	Tache Bench Composite with Arms (Surface Mount)
SCD-648-R2	Park Pathway Asphalt
SCD-652-R1	Park Light Base Detail
SCD-662	100mm (4") Thick Concrete Path
SD-243	Sodding Details

### CITY OF WINNIPEG SPECIFICATIONS

<u>Detail No.</u>	<u>Detail Name</u>
CW 1110	General Instructions
CW 1130	Site Requirements
CW 2110	Water Mains
CW 2160	Concrete Underground Structures and Works
CW 3010	Clearing and Grubbing
CW 3110	Sub-Grade, Sub-Base and Base Course Construction

CW 3170	Earthwork and Grading
CW 3310	Portland Cement Concrete Pavement Works
CW 3410	Asphalt Concrete Pavement Works
CW 3510	Sodding
CW 3540	Topsoil and Finish Grading for Establishment of Turf Areas
CW 3550	Chain Link and Drift Control Fence

## **E2. DRAWINGS AND SPECIFICATIONS**

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

## **E3. COMPLETE PROJECT**

- E3.1 The Contractor is to deliver a complete project including all permits, inspections, demolition/removals, connections, tie-ins, and restorations required to operate and maintain the project.

## **E4. HAZARDOUS MATERIALS**

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

## **E5. EXAMINATION OF THE SITE**

- E5.1 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.
- E5.2 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.
- E5.3 Commencement of construction or any part thereof constitutes acceptance of existing conditions, and means dimensions have been considered, verified and are acceptable.
- E5.4 The Contractor shall bear all costs for onsite review and examination.

## **E6. EXISTING SERVICES AND UTILITIES**

- E6.1 No responsibility will be assumed by the City for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface; the City shall not be liable for the incorrectness and inadequacy thereof. It shall

be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.

- E6.2 Prior to the commencement of construction, the Contractor shall inspect the Site and examine all available records and contact all relevant utilities as necessary to determine the location of all existing surface and underground works. Locations of underground structures if shown are based on the best information available. No guarantee is given that all existing locations are exact.
- E6.3 The Contractor shall be responsible for and take all necessary precautions to preserve and protect all public utilities (i.e. telephone lines and cables, hydro lines and cables, gas lines, sewer mains and services, watermains and services, etc.) existing drains and surface drains or parts thereof which may be affected by their operations.
- E6.4 The Contractor shall make all requests directly to each utility for the location of their existing works prior to the start of construction in the area.
- E6.5 The Contractor shall indemnify and save harmless the City and the Contract Administrator or their Sub-Consultants against damages for consequential loss and against any claim made against the City or the Contract Administrator of any such main, line, conduit or other such structure or utility for any loss or damage in respect of third party claims or which may be suffered by any such City because of damage to any such main, line, conduit, or other such structure or utility, in any way caused by the operations of the Contractor in the performance of this Contract.

## **E7. ACCESS TO SITE**

- E7.1 Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at their own expense and approved by the Contract Administrator.
- E7.2 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and they shall be responsible for all damage resulting from their Work on private property.
- E7.3 The Contractor shall co-operate with the City so as to cause the least inconvenience throughout the area at all times. The Site contains a community centre and an adjacent school with associated amenities that will be in operation during the construction of this project. The Contractor shall minimize impacts on these operations.
- E7.4 The Contractor's operations shall be limited to the minimum area necessary for undertaking the work and they shall be responsible for all damage resulting from their work on private property.
- E7.5 Confine apparatus, the storage of products and the operations of workers to limits indicated by laws, ordinances, permits and by directions of the Contract Administration.
- E7.6 Do not unreasonably encumber Site with materials or equipment.
- E7.7 Do not load or permit to be loaded any part of the work with a weight, load or force that will endanger its safety.
- E7.8 Obtain, pay for, and maintain on site sanitary facilities from startup to Total Performance.
- E7.9 Maintain the project site during construction.
- E7.10 Be responsible for damage due to weather, vandalism, etc.
- E7.11 Complete works in a manner that shall result in good surface drainage during periods of precipitation.
- E7.12 Assume full responsibility for the protection and safekeeping of products under the Contract, stored on the Site.

## **E8. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES**

- E8.1 Further to C6.13, the Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of same before proceeding with the Work, and pay any cost attached to the inspection of such plans.
- E8.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.
- E8.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.
- E8.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.
- E8.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.
- E8.6 The Contractor and Sub-contractors must be fully aware of all Work involving hazardous materials. All Work must be performed in compliance with the Manitoba Department of Labour Workplace Health and Safety Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification to the Contract Administrator of their encountering of suspected hazardous material during their course of Work.

## **E9. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY**

- E9.1 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing buildings, trees, shrubs, sod, pavements, streets, roads, boulevards, poles, hydrants, water pipes, gas pipes, electrical wires, transformers, cables, conduits, sewers or other existing facilities and equipment at the Site of the Work. For all damage incurred in the performance of the Work (either directly or indirectly), the Contractor shall either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to City of Winnipeg Contract Administrator, and the cost of which shall be borne entirely by the Contractor. The Contractor shall also indemnify and save harmless the City from all claims made directly or indirectly against it in respect to any such damage.
- E9.2 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing park trees within the limits of the construction area:
- (a) A 2.4m Tree Protection Zone shall be fenced off for all trees within the construction limits of work using plastic UV stabilized, high density polyethylene web snow fencing, 1.2m in height, and supported by rolled steel T-bar fence posts, or approved equal material strong enough to remain erect during inclement weather. The Contractor shall not stockpile materials and soil or park vehicles and equipment within 2.4m metres of trees.
  - (b) All trees within the construction limits of work are to be strapped with 25x100x2400 wood planks, or suitable protection as approved by the Contract Administrator.
  - (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
  - (d) Operation of equipment within the drip line of the trees shall be kept to a minimum required to perform the Work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the drip lines of trees. The drip line of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.

- (e) Do not place in excess of 6" of fill over existing tree root zones defined by their drip lines. Do not excavate or dig under existing tree canopies in dry or excessively hot weather.
- (f) If roots are exposed for an extended period of time, cover exposed roots with approved temporary root cover material such as soil, mulch, or damp burlap immediately after exposure. Temporary root covers shall be kept damp as long as they are in place.
- (g) The Contractor will water and fertilize trees within limit of work zone regularly and as directed by the Contract Administrator to maintain tree health especially during extended periods of heat with no precipitation or if the tree shows signs of stress. Signs of stress will be flagged by the Contract Administrator during regular field visits.
- (h) Repair, replace and maintain tree protection materials during construction until the project completion.
- (i) Carefully remove safety fencing and strapping materials without harming the trees as soon as the construction and restoration work is complete.

- E9.3 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or their designate.
- E9.4 Should any trees on site be found to be damaged beyond salvage the Contract Administrator will apply a financial tree replacement penalty equal to the replacement value of the tree in question based on the current replacement cost of the same sized tree. \*Note when trees are in excess of 7.5m high and 300mm  $\varnothing$  caliper, replacement cost penalties may be as high as \$25,000 per tree.
- E9.5 No separate measurement or payment will be made for the protection of trees.

## **E10. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT**

- E10.1 Further to CW 1130, the Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress is maintained to school and community centre while they are working near them. Any damage caused by the negligence of the Contractor or their Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by him at their own expense, to the satisfaction of the Contract Administrator.
- E10.2 The Contractor shall, during the construction of this project, maintain safe access to the adjacent Community Center and School facilities at all times.
- E10.3 Erect traffic barriers and signage as dictated by the City of Winnipeg. Obtain all necessary permits if work is occurring within or adjacent to a public right of way.
- E10.4 Ambulance/ Emergency vehicle access must be maintained at all times.

## **E11. PROTECTION OF THE SURVEY INFRASTRUCTURE**

- E11.1 Notwithstanding clause 4 "Persons and municipalities to protect Outline Monuments"; under [The Surveys Act](#), of Manitoba, the Contractor shall be responsible to protect the Survey Infrastructure from damage as a result of the Work.
- E11.2 Further to C6.26 (g), at least 72 hours prior to the commencement of the On-Site Work the Contractor shall contact the City of Winnipeg, Geomatics Services Branch at 204-918-1360 (8:00 am to 4:00 pm Monday to Friday, excluding holidays) to obtain underground clearance. Geomatics Services will locate and mark all known outline survey monuments and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.
- E11.3 Where a survey post, bar or control monument lies in the line of the proposed Work and must be disturbed, the Contractor shall provide the Contract Administrator with 48 hours' notice to

permit referencing for future replacement, at no cost to the Contractor. Failure to provide the specified notice shall result in the Contractor paying for all costs associated with replacing or relocating the disturbed outline survey monuments and geodetic control monuments. Survey monuments and geodetic control monuments at or adjacent to the Site, not in the line of the proposed construction that are damaged or disturbed by the Contractor shall be replaced or relocated by the City or their agent and all associated costs shall be paid for by the Contractor.

- E11.4 An approximate estimate of the cost to restore a legal survey monument is \$1,000 per bar and \$3,000 per control monument. Contractors shall ensure their landscaping and other subcontractors are aware of this clearance procedure and the potential restoration costs. Where possible, amounts owed to the City in accordance with the above will be deducted from payments to be made by the City to the Contractor.

## **E12. SITE ENCLOSURES**

- E12.1 Temporary site enclosures, as determined necessary at the pre-construction meeting, shall be erected and maintained as required for the duration of the construction period.
- E12.2 Site enclosures shall, at a minimum, consist of section 1.8m high, non-climbable metal fencing. Site enclosure to be maintained by overnight security from first installation of underground pipe utilities until final cover and cure of concrete and asphalt surfaces.
- E12.3 Site enclosures shall be considered incidental to the Contract Work.

## **E13. SHOP DRAWINGS**

- E13.1 Further to CW 1110, the Contractor shall provide within thirty (30) Calendar Days of award, at minimum the following shop drawings:
- (a) Spray component plans and layout;
  - (b) Drawings/diagrams/illustrations/schedules/charts/brochures/cut sheets confirming the colours of shade structure roofing material, bike racks, and spray components;
  - (c) Water and sewer connections, manholes, chambers, catch basins and other servicing related appurtenances
  - (d) Spray pad layout and piping diagrams, including the vault and cabinet details and manufacturers specified spray height for each fixture with manufacturers spray pattern/extent;
  - (e) Electrical drawings including connection to existing service and grounding of the spray components, fencing and any other required objects; and
  - (f) Anchoring drawings for the spray features.
- E13.2 Shop drawings will be reviewed by the Contract Administrator and the City Project Manager for general conformance to the City's requirements and the design intent only. All detailed drawings shall be drawn to a suitable scale and include scale, north arrow, dimensions and appropriate elevations and cross-sections.
- E13.3 Shop drawings for spray features and foundations shall be sealed by a professional engineer registered to practice in the Province of Manitoba.
- E13.4 The level of detail and scope of information provided on the shop drawings shall be sufficient to satisfy construction needs and permitting requirements. Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of Work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been co-ordinated, regardless of Section under which adjacent items will be supplied and installed. Indicate cross references to design drawings and specifications.

E13.5 Adjustments made on shop drawings by the Contract Administrator are not intended to change Contract Price. If adjustments affect the value of Work, state such in writing to the Contract Administrator prior to proceeding with Work.

E13.6 There shall be no separate measurement of payment for shop drawings or record drawings.

#### **E14. SAMPLES**

E14.1 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.

#### **E15. TEST REPORTS**

E15.1 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.

E15.2 Submit test results to the Contract Administrator within ten (10) Calendar Days of request.

E15.3 All testing costs shall be the responsibility of the Contractor, and there shall be no separate measurement of payment for testing.

#### **SITE DEVELOPMENT**

##### **E16. PROTECTION**

E16.1 The Contractor shall be responsible for protecting their Work and the Site until the Work has been completed. The Contractor shall be responsible for protecting all other surfaces adjacent to the Site during the execution of Work in accordance with the Specifications.

E16.2 Further to E12.2 experience has shown that the Site is not to be left unattended during after-work hours, and that a security guard is required to attend site while materials and equipment is present and exposed. Under no circumstances should the Site be left unattended from the period of time that underground service pipe arrives on site, until all hard surfacing is completed. It is also 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 trespassing and vandalism at this site.

E16.3 Should the Work be suspended for any cause whatsoever, the Contractor shall assume all responsibility for proper protection during such period.

##### **E17. DECOMMISSIONING OF WADING POOL AND SPRAY FEATURES**

E17.1 General Description

- (a) This specification shall cover the decommissioning and removal of the electrical, sewer and water connections for the existing wading pool and spray features.
- (b) Work shall include all necessary permitting, inspections and approvals.

E17.2 Existing services

- (a) All existing services, not identified for removal, shall be located and protected.
- (b) The Contractor shall not commence the demolition Work until:
  - (i) They have 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) They have obtained the necessary Service Permits from the City's Public Works Department.
- (c) The Contractor shall disconnect, cap, plug or divert as required existing water and sewer lines within the property as required for the execution of the Work, in conformity with the requirements of the authorities having jurisdiction.
  - (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.

#### E17.3 Water and Sewer Services

- (a) The existing wading pool mechanical system shall be removed.
- (b) Pipes on site, once properly disconnected, shall be removed.

#### E17.4 Method of Measurement and Basis of Payment

##### E17.4.1 Method of Measurement shall be as follows:

- (a) Decommissioning of the wading pool and spray features will be measured on a lump sum basis for:
  - (i) "Decommissioning of the Wading Pool and Spray Features" on Form B: Prices.

##### E17.4.2 Basis of Payment

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

### E18. REMOVALS

#### E18.1 General Description

- (a) This specification shall cover the removal of:
  - (i) the concrete wading pool;
  - (ii) existing site pavement surfacing;
  - (iii) existing spray features;
  - (iv) existing pole top lighting;
  - (v) the chain link fencing;
  - (vi) the site furniture;
  - (vii) existing topsoil & sod; and
  - (viii) trees marked for removal.
- (b) All items to remain shall be protected during construction to the satisfaction of the Contract Administrator.

#### E18.2 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 may be left in place to the satisfaction of the Contract Administrator.
- (c) All drains and other mechanical fixtures contained within the pool shall be removed.
- (d) All spray features including Serpent and Water Sprayer shall be removed safely and shall be picked up by the City for re-use in other sites
- (e) Pole top lighting to be removed and CIP concrete piles are to be broken up and removed in their entirety, as indicated on Drawings.
  - (i) Any holes left by the removal of posts 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.
- (f) Chain link fencing shall be removed, as indicated on Drawings.
  - (i) Any holes left by the removal of posts 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) Shade structures are to be removed as indicated on Drawings.
  - (i) Any holes left by the removal of posts 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.
- (h) Benches are to be removed as indicated on Drawings.
- (i) Supplemental to CW 3010, topsoil and sod to be removed to depths required by Works.
- (j) Small trees and shrubs exist on site that need to be removed. Inspect Site and verify with the Contract Administrator exact swaths of brush and individual specimen trees to be removed.
  - (i) Selective Tree Removal consists of carefully removing marked specimen trees from sensitive areas without damaging adjacent trees. This removal must be completed by a certified arborist listed on the City of Winnipeg list of approved arborists.
- (k) 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.

#### E18.3 Backfill

- (a) Further to CW3110, the demolished wading pool excavation shall be backfilled to depth required to construct the concrete spray pad using common material approved by the City of Winnipeg and compacted to achieve a minimum compaction of 95% Proctor Density.
- (b) The Contractor shall provide compaction tests of the subgrade prior to placement of granular base material.
- (c) All compaction testing costs shall be the responsibility of the Contractor, and there shall be no separate measurement of payment for testing.

#### E18.4 Method of Measurement and Basis of Payment

##### E18.4.1 Method of Measurement shall be as follows:

- (a) Removals will be measured on a lump sum basis for:
  - (i) "Removals" on Form B: Prices.

##### E18.5 Basis of Payment

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

## **E19. SETTING OUT OF THE WORK**

### **E19.1 General Description**

- (a) This specification shall cover setting out and layout of the work for Contract Administrator review prior to starting excavation or site grading works.

### **E19.2 Methods**

- (a) The Contractor shall be responsible for setting control and completing all grading, underground services, utilities and other work executed under this contract to all lines, elevations, reference points and measurements based on plans, specifications, basic control points and benchmark(s) supplied by Contract Administrator.
- (b) The Contractor shall employ competent person(s) to lay out work.
- (c) If requested, the Contract Administrator will provide the Contractor with the basic layout plan in CAD format. The Contract Administrator will not provide any survey points, survey data, contours, or DTMs.
- (d) Supply Contract Administrator all survey data utilized upon request of Contract Administrator.
- (e) The Contractor will mark, to the extent they determine to be necessary, the location, alignment and elevation of the Work by means of stakes or marks, for review and approval by the Contract Administrator. The Contractor shall make the completed Works conform to the lines and marks thus approved and indicated.
- (f) The Contractor shall notify the Contract Administrator immediately of the disturbance of any such stakes or marks. The cost of correcting any errors arising out of neglect of the Contractor to so notify the Contract Administrator shall be borne entirely by the Contractor, as well as the cost of replacing any disturbed stakes or marks.
- (g) Before commencing Work, the Contractor shall satisfy themselves as to the meaning and correctness of all stakes and marks and no claims shall be entertained by the City on account of any alleged inaccuracies. If any error is suspected in the Drawings, Specifications or the directions of the Contract Administrator, Work shall be discontinued until the errors are rectified, but no claims shall be made on account of any delay occasioned thereby.
- (h) The Contractor shall determine and provide all dimensions and elevations measured from the stakes or marks.
- (i) The Contract Administrator shall be advised of the staking of the work layout at least forty-eight (48) hours in advance in order that the layout may be inspected and adjusted as required prior to construction. The cost of correcting any errors arising out of neglect of the Contractor to so notify the Contract Administrator shall be borne entirely by the Contractor.
- (j) The Contract Administrator shall only review the stakes and marks for general conformance to the proposed design. The Contractor shall not rely on this review as authoritative or comprehensive review of the staking and shall remain responsible for conformance to the design intent and drawings following this review.

### **E19.3 Method of Measurement and Basis of Payment**

#### **E19.3.1 Method of Measurement**

- (a) There shall be no separate payment for the layout of the works or the provision of stakes or marks, these items being considered incidental to the items of work being laid out.

## **E20. SITE GRADING**

### **E20.1 General Description**

- (a) Further to CW 3170, this specification shall cover site grading, including:

- (i) The cut and fill required to achieve the proposed site grades, and
- (ii) The cut and fill required for the construction of the spray pad.

## E20.2 Methods

- (a) The construction area is to be excavated or filled to achieve rough grade.
  - (i) Rough grade by cutting or filling and shaping to levels, profiles, and contours allowing for surface treatments and finishes as indicated on the Drawings using unfrozen fill materials.
  - (ii) Maximum slopes on site shall not exceed 1:2.5 or 40% slope.
  - (iii) Inspect sub-grade exposed by topsoil stripping with the Contract Administrator and identify any problem areas that will require remediation. Cut out these 'soft areas' of sub-grade not capable of compaction and fill with clean fill or granular as directed by geotechnical engineer.
  - (iv) Remove any areas found to be contaminated with fossil fuels or chemicals.
  - (v) Systematically place fill material to allow maximum time for natural settlement. Do not place fill over porous, wet, frozen or spongy sub-grade surfaces.
  - (vi) Place fill material in equal continuous layers not to exceeding 150mm. Compact each lift to required density prior to adding new layer.
  - (vii) Employ a placement method that does not disturb or damage other work. Use a mini sheepsfoot roller where the Site is open enough to accommodate such equipment. Where areas are too small to be compacted with large machinery use vibratory compaction equipment or hand rollers to achieve required compaction. Obtain the Contract Administrator's approval of alternate equipment prior to use.
  - (viii) Compact final subgrade layers maintaining optimum moisture content of in-situ and fill materials to attain required compaction density.
  - (ix) All surplus or unsuitable materials shall be disposed of off Site in a legal manner and as directed by the Contractor.
  - (x) Following rough grading and compaction, the Work area shall be fine graded to provide a maximum deviation of 25mm in 10mm 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.
- (b) Basis of Payment
  - (i) Payment for the Work, specified under this section, shall be as per item "Site Grading", as indicated on Form B: Prices, and shall be deemed to include payment in full for establishing design rough grades, excavation, fill, and any other works necessary to meet design grades.

## E21. CAST-IN-PLACE CONCRETE FOUNDATIONS

### E21.1 General Description

E21.1.1 This Specification shall supplement CW 2160 and cover the supply and installation of cast-in-place concrete foundations for Shade Canopy, Site Furnishings, and Pole Top Lighting.

- (a) All underground cast-in-place concrete foundations for Site Furnishings, including bases and anchors are to be set in concrete footings or piles per CW 2160 to ensure stability and prevent frost heaving.
- (b) All underground cast-in-place concrete foundations for Pole Top Lighting, including bases and anchors are to be set in concrete footings or piles per CW 2160 to ensure stability and prevent frost heaving. Install per City of Winnipeg Standard Detail SCD-652-R1.

- (c) All underground cast-in-place concrete foundations for Shade Canopy to be designed and stamped by a Structural Engineer with licence to practice in the Province of Manitoba.

E21.1.2 The Work to be completed by the Contractor under this Specification shall include the supply of all materials, and the furnishings of all superintendence, overhead, labour, equipment, tools, and all other things necessary for and incidental to the satisfactory completion of all the Work shown on the Drawings and specified herein.

## E21.2 General Instructions

### E21.2.1 Quality Control

- (a) Testing and Approval of Materials
  - (i) Material testing may be required as per this Specification and as directed by the Contract Administrator.

## E21.3 Materials

E21.3.1 All materials as per CW 2160.

- (a) Concrete
  - (i) Maximum Size of aggregate: 20 mm, nominal;
  - (ii) Compression Strength: 28 day compressive strength of 30 Mpa;
  - (iii) Slump/Flow: 80 +/- 20mm;
  - (iv) Sulphate resistant, Type 50 Cement; and
  - (v) Maximum water/cement ratio: 0.49.
  - (vi) Air Content: 4-7%

## E21.4 Construction Methods

E21.4.1 Construction Methods as per CW 2160.

- (a) If concrete testing is required, do not place concrete until material testing is performed and reviewed by Contract Administrator.
- (b) All concrete foundations for site furnishings as per the Drawings.

E21.4.2 Shade Canopy and Site Furniture Footing

- (a) Holes for concrete footing for spray features and shade canopy must be inspected and approved by the Contract Administrator prior to installation of concrete. Contractor to provide min. three (3) Business Days' notice for inspection.
- (b) All concrete footings for spray features and shade canopy shall be in accordance with Manufacturer's specifications.
- (c) All posts and supports shall be centred in the concrete footing such that there is a complete collar of concrete around each post and support. Where posts are not perfectly centred there should be a minimum of 50mm (2") concrete at any point around the post.
- (d) The full depth of the Manufacturer's specified footing must be below subgrade. If required for specified embedment of post in the footing, footing shall extend in sonotube through the granular drainage layer. Footing must not extend into the concrete or asphalt paving.

E21.4.3 Cold Weather Concreting

- (a) Cold weather concreting shall be as per Section 3.9 of CW 2160 and CSA A23.1.
  - (i) All material and equipment needed for adequate protection and curing shall be on hand and ready to use before concrete placement is started.
  - (ii) Before concrete is placed all ice, snow, and frost shall be removed from formwork and all surfaces against which concrete will be placed.

- ◆ Temperatures of adjacent surfaces shall be raised to and maintained at 5° C minimum, prior to and during concreting.
- ◆ Calcium chloride or other de-icing salts shall not be used as a de-icing agent in the forms.

(iii) Heating equipment and enclosures shall be per CW 2160 and CSA A23.1.

#### E21.5 Method of Measurement and Basis of Payment

##### E21.5.1 Method of Measurement shall be as follows:

- (a) No separate measurement for Cast-in-Place Concrete Foundations shall be made for Shade Canopy and Site Furnishings, as Foundations are incidental to the Works therein.

##### E21.5.2 Basis of Payment shall be as follows:

- (a) No additional payment for Cast-in-Place Concrete Foundations shall be made for Shade Canopy and Site Furnishings, as Foundations are incidental to the Works therein.

### **E22. CONCRETE PAVING**

#### E22.1 General Description

- (a) Further to CW 3110 and CW 3310, this specification shall cover the supply and installation of 100mm Concrete Paving including excavation, base construction, and concrete paving.

#### E22.2 Associated Work

- (a) 100mm Concrete Paving
- (b) Concrete Bike Rack Pad, and
- (c) CIP Concrete Curb.

#### E22.3 Layout and Grading

- (a) The sitting areas and pathways around the perimeter of the spray pad are to be located outside of the overspray zone and are to drain away from the spray pad.

#### E22.4 Materials

- (a) Base material to CW 3110:
  - (i) 20mm down crushed stone to depth shown on the Drawings.
- (b) All concrete Work to CW 3310 and as specified on the Drawings.
  - (i) Epoxy coated rebar sized as per Drawings.

#### E22.5 Methods

- (a) Further to E20 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 E20.2(a)(x).
- (c) Compacted granular base
  - (i) To CW 3110.
  - (ii) Granular base and formwork are to be reviewed on site by the Contract Administrator prior to pouring concrete.
- (d) Concrete
  - (i) To CW 3310
  - (ii) 100mm Concrete Paving as shown on the Drawings, with thickened edge where it meets the Concrete Spray Pad.

- (iii) 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.
- (iv) Saw cut locations are to be reviewed by the Contract Administrator prior to implementation.

**E22.6 Method of Measurement and Basis of Payment**

**E22.6.1 Method of Measurement shall be as follows:**

- (a) Concrete paving will be measured on a square metre basis for:
  - (i) "100mm Concrete Paving", inclusive of base and reinforcement materials, and
- (b) Concrete paving will be measured on a linear metre basis for:
  - (i) "CIP Concrete Curb" on Form B: Prices.
- (c) No separate measurement for Concrete Bike Rack Pad this is incidental to the Bike Rack Supply and Installation.

**E22.6.2 Basis of Payment**

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

**E23. ASPHALT PAVING**

**E23.1 General Description**

- (a) This specification covers the supply and installation of asphalt path including all excavation, compaction, geotextile, sub-base and base construction, asphaltic paving, and repair of existing asphalt to ensure a smooth transition to the existing asphalt play court.

**E23.2 Associated Work**

- (a) This specification is supplemental to CW 3110, CW 3170, CW 3410, and SCD-648. Materials, testing, and installation are to conform to these standard specifications.

**E23.3 Materials**

- (a) Excavated material is to be disposed of off site.
- (b) Sub-base, base materials and depths are as noted on drawing.
  - (i) Recycled concrete will not be acceptable as a base material.
- (c) Asphaltic paving is to be Type 1A. Depth, alignment, grade is as noted on the drawing. Asphalt shall be placed in one lift.

**E23.4 Methods**

- (a) Except as specifically noted on the drawing pathways are to be constructed so as to function with existing drainage patterns and are to have a minimum cross slope of 1%. Contractor is to stake elevations and ensure that they are satisfactory to the Contract Administrator prior to installing base.
- (b) Sub-base and base courses are to extend past asphalt as shown on the drawing.
- (c) Asphalt is to meet existing asphalt in a neat and precise manner.
- (d) Within 48 hours of installation Asphalt surfaces are to be dusted with concrete dust applied either by sweeping or blowing. Concrete dust that does not adhere to the surface is to be removed.

**E23.5 Method of Measurement and Basis of Payment**

E23.5.1 Method of Measurement shall be as follows:

- (a) Asphalt paving will be measured on a square metre basis for:
  - (i) "Asphalt Paving", including of base materials on Form B: Prices.

E23.5.2 Basis of Payment

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

## E24. SITE FURNITURE

E24.1 General Description

- (a) This specification shall cover the supply and installation of:
  - (i) Benches
  - (ii) Waste Receptacles
  - (iii) Picnic Tables
  - (iv) Bike Racks
  - (v) Trench Grate Covers and Frame System
  - (vi) Granite Boulders
  - (vii) Lumen Pulse Lights and Posts
- (b) This specification shall cover the refinish and re-installation of:
  - (i) Shade Canopy

E24.2 Materials

- (a) Benches
  - (i) Tache Composite Benches with Arms, **Surface Mount**, Drawing No. SCD-121E, Product #52501071BLK, 1.8 M length (6'), manufactured by the City of Winnipeg, galvanized finish for metal and cedar tone for the boards.
- (b) Waste Receptacles
  - (i) **In Ground** Ornamental Flat Stat Galvanized and Waste Receptacle Inserts Only, as per SCD-119, Product #52501063GLV and #52501063GLVi, galvanized finish, manufactured by the City of Winnipeg.
- (c) Picnic Tables
  - (i) Rendez-Vous 4 Seat Picnic Tables, Product #RENDEZ-4BLK, manufactured by the City of Winnipeg, galvanized finish for metal and cedar tone for the boards.
  - (ii) Rendez-Vous 3 Seat (Accessible) Picnic Tables, Product #RENDEZ-3A-BLK, manufactured by the City of Winnipeg, galvanized finish for metal and cedar tone for the boards.
  - (iii) Surface Mount for concrete pavement.
- (d) The contact for City of Winnipeg site furniture is:
  - (i) [pwd-cps-orderdesk@winnipeg.ca](mailto:pwd-cps-orderdesk@winnipeg.ca)
- (e) Bike Racks
  - (i) Circle Bike Rack, Uline, Model #H-6572, or approved substitute in accordance with B7.
  - (ii) Surface Mount
  - (iii) Colour: Black.
- (f) Trench Grate Covers & Grate Frame System

- (i) Title Wave Trench Grate Cover and Type S Trench Grate Frame, Urban Accessories, 8" x 18", or approved substitute in accordance with B7.
- (ii) Trench Grate Cover surface mounted to embedded Type S Trench Grate Frame with 6 x tamper-proof screws per 8"x18" panel (custom screw mount count).
- (iii) Contractor to include all anchors and miscellaneous parts that are part of installation for this system.
- (iv) Material: Grey Iron
- (v) Finish: Raw
- (g) Lumenblade Column by LumenPulse
  - (i) Lumenblade Column by LumenPulse Light poles as supplied by RD Sales. Contact Mark Tully (204) 480-0769.
  - (ii) Install with manufacturer supplied anchor bolts.
- (h) Granite Boulders
  - (i) Black Granite Blast Rock, Hand Placed:
    - (i) 600mm rectangular blast rock, set 150mm below grade on compacted base or clay. Hand chisel off all sharp edges.
    - (ii) 900mm rectangular blast rock, set 300mm below grade on compacted base or clay. Hand chisel off all sharp edges.
  - (ii) Locate on Site with Contract Administrator before placing boulders.
  - (iii) Fine grade area to receive boulders, to uniform and even surface. Fill depressions with 6mm limestone down, compacted to provide firm bed. Place boulders to ensure secure surface and creating a stable mass.
  - (iv) Ensure gaps between boulders are more than 250mm.
  - (v) Obtain Contract Administrators approval of placed boulders prior to pouring concrete surface.
- (i) Shade Canopy
  - (i) Existing shade canopy is to be removed from site during demolition and stored at a secure yard until ready for refinishing. Steel shade roof is to be carefully removed and retained for re-installation on frame.
  - (ii) All metal frame components are to be sandblasted and all rusted components repaired.
  - (iii) Shade Canopy Frame is to be powdercoated with DuraCoat Powder or approved equal.

- (i) Powder coat finishes shall conform to the following specifications:

<u>Properties</u>	<u>Value</u>	<u>Test Method</u>
Specific Gravity	1.2 – 1.8	ASTM D792
Gloss (60%)	35% - 100%	ASTM 5382
Impact	Up to 160 in. lbs.	ASTM D2794
Flexibility	180° 1/8" mandrel	ASTM D522 Method A
Pencil Hardness	H & greater	ASTM D3363
Crosshatch Adhesion	100% pass	ASTM D3359 Method B
Salt Spray	1000+ hours	ASTM B117
Humidity Resistance	1000+ hours	ASTM D2247

All tests performed on 24-guage Bonderite 1000® panels, electrostatically sprayed at 1.8 – 2.2 mils.

- (ii) Colour: Gloss Black



- (iii) Sample of finish to be provided to Contract Administrators review prior to finishing of pole and frame.
- (b) Qualifications: Sandblasting, repair and refinishing work to be completed by an ISO Certified manufacturing facility with no less than 10 years experience finishing commercial architectural structures
- (c) All materials shall be evenly applied so as to be free from sags, runs, crawls or other defects. All coats shall be thoroughly dry before the succeeding coat is applied.
- (d) Repair all surface defects in accordance with first class practice. All surface defects shall be corrected prior to application of succeeding coats where applicable.
- (e) Powder coats are intended to cover surfaces perfectly. If surfaces are not all covered, further coats shall be applied. All finishes shall be uniform as to sheen, colour, and texture.
- (f) Apply a minimum of 2 coats for full cover or any
- (g) Submit shop drawings for all pile structure and reinforcement to be detailed and stamped by a Structural Engineer qualified to work in the Province of Manitoba. Drawings to clearly indicate structural load bearing capacity, size, hardware, connections/methods of anchorage, number and size of anchors, and installation details for all aspects of the Work.
- (h) Delivery and storage
  - (i) Deliver materials to site, suitably packaged, clearly marked indicating manufacture name and other identifying symbols or information. Do not deliver materials long before they are required on site.
  - (ii) Cover with pressure sensitive heavy protections paper or apply strippable plastic coating before shipping to Site.
  - (iii) Leave protective covering in place until final cleaning of Site.
  - (iv) Store materials in a dry location off the ground and prevent damage.
  - (v) Materials that have been damaged or deemed unfit for use during delivery or storage shall be immediately replaced at no cost to the Owner.

### E24.3 Methods

- (a) All City-manufactured site furnishings are to be ordered and picked up from the City. Bike Racks and Trench Grate Covers and Trench Frame Systems are to be supplied and installed. All 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. 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.

### E24.4 Method of Measurement and Basis of Payment

#### E24.4.1 Method of Measurement shall be as follows:

- (a) Site furnishings will be measured on a per unit basis for:
  - (i) "Benches, supply and install";
  - (ii) "Waste Receptacles, supply and install";
  - (iii) "Picnic Tables, supply and install";
  - (iv) "Accessible Picnic Tables, supply and install";
  - (v) "Bike Rack, supply and install";
  - (vi) "Trench Grate System, supply and install";

- (vii) "Granite Boulders, supply and install";
- (viii) "LumenPulse Lights and Posts, supply and install", and
- (ix) "Shade Canopy, re-finish and install", on Form B: Prices.

#### E24.4.2 Basis of Payment

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

### **E25. CHAIN LINK FENCING**

#### E25.1 General Description

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

#### E25.2 Materials

- (a) Further to chain link fencing and gates as specified in CW 3550 and on Drawings.
  - (i) Fencing to be 1.2m in height.
  - (ii) Chain Link Fabric to have black vinyl coating.
  - (iii) Posts, Braces and Rails to be powder coated black.
  - (iv) Tie Wire Fasteners to be vinyl coated black.
  - (v) Tension Bar to be powder coated black.
  - (vi) Gates to have black powder coated finish.

#### E25.3 Methods

- (a) As per CW 3550 and the Drawings.

#### E25.4 Method of Measurement and Basis of Payment

##### E25.4.1 Method of Measurement shall be as follows:

- (a) Chain link fencing will be measured on a linear metre basis for:
  - (i) "Chain Link Fencing and Gates" on Form B: Prices.

##### E25.4.2 Basis of Payment

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

### **E26. TREES**

#### E26.1 General Description

- (a) This specification shall cover the site preparation, the supply and installation of trees, tree maintenance and warranty.

#### E26.2 Materials

- (a) Trees
  - (i) The size and type as specified on L-1.2 Planting Plan, and in no case less than 65mm Ø. Trees which fail to meet this specification will be rejected.

- (ii) Plant material shall be of quality and sizing consistent with all sections of “Canadian Guide for Nursery Stock” latest edition as published by the Canadian Nursery Trades Association. Plants are to be measure when in their natural position. Height and spread dimensions refer to the main body of the plant and not to the distance from branch tip to branch tip. Measurement of calliper is to be at a height of 15cm above the base of the tree as measured in the nursery. All other measurements are to be as per Canadian Guide for Nursery Stock.
  - (iii) Trees shall be number one grade having only sturdy stems that are reasonably straight for type, a well-balanced crown, and a single dominant leader. Trees shall be well branched, true to type, and structurally sound. Contract Administrator reserves the right to reject any trees that do not meet these criteria or show signs of disease, mechanical damage, insect or rodent damage, sunscald, or frost cracks. All parts of the tree shall be moist and show live, green cambium beneath the surface of the bark.
  - (iv) Plants from native stands, woodlots, orchards, or abandoned nurseries shall be deem ‘collected’. The use of collected plants will not be permitted.
- (b) Planting Medium
- (i) Planting Medium shall be screened 4-way mix garden soil with a mixture of two parts black loam topsoil, one part sand, and one part peat moss.
- (c) Tree Stakes
- (i) 3 (three) – 75mm round, firmly anchored pressure-treated wooden stakes per tree, 150mm max from rootball as shown on Drawings.
  - (ii) Tree fixed with woven polypropelene strap to each stake.
- (d) Tree Protection Mesh
- (i) Galvanized welded wire mesh, 12.5 gauge, 100mm (4”) high by 50mm (2”) wide openings, 1.22m panel height. Acceptable product: Yardguard welded wire mesh or approved equal.
- (e) Trunk Collar
- (i) 100mm ø corrugated HDPE Pipe, 600mm height.
- (f) Watering Saucer
- (i) Local shredded Natural Wood Chip from locally harvested elm or ash, to depths as indicated on Drawings. Pine Bark Mulch will not be accepted.

### E26.3 Methods

- (a) Trees to be planted consistent with the details provided on the Drawings.
- (b) All nursery stock shall be well protected from damage from the time of digging until the time of planting on site. Supply and Installer are to ensure that the root ball is protected from drying out and that all roots have been cleanly cut.
- (c) Transport of nursery stock shall be done in a manner so that trees do not suffer damage. Branches shall be tied to reduce the risk of mechanical damage. Equipment used to handle nursery stock shall be padded. Nursery stock shall be maintained in a moist condition from time of arrival on site until time of planting.
- (d) At the end of the maintenance period, the Contractor is to remove any stakes and tree ties from the Site.

### E26.4 Maintenance Period

- (a) All trees installed as part of this Contract shall be guaranteed for a minimum period of two years from the recognized completion date. Any trees found in poor condition or dead during this period shall be subject to replacement with stock meeting the original specification and using methods/techniques consistent with the original specification, without cost to the City. During the growing season, the removal of said tree shall occur within two weeks of the Contractor being notified of the condition of the tree and the

planting hole restored. The replacement tree shall be planted as it becomes available and at a time deemed most suitable for that specific tree species, as determined by the Contract Administrator. Excepted are materials or items damaged due to accidental causes or vandalism, which will not be subject to warranty.

- (b) Contract Administrator reserves the right to extend the Contractor's warranty obligations for an additional one year period if, at the end of the initial warranty period leaf development and growth are not sufficient to ensure future survival.
- (c) Replacement trees installed under the terms of the warranty shall be maintained for a period of two (2) years from the date that the replacement plant is installed.

## E26.5 Method of Measurement and Basis of Payment

### E26.5.1 Method of Measurement for trees and maintenance shall be as follows:

- (a) Trees will be measured on a per unit basis for
  - (i) "Supply and Install Trees" on Form B: Prices.
- (b) Maintenance on trees will be measured on a yearly basis, to a maximum of two years even if the maintenance period is extended following replacement, for
  - (i) "Maintenance and Warranty on Trees" on Form B: Prices

### E26.5.2 Basis of Payment

- (a) Trees will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment, and materials, and performing all operations herein described, including mulch, topsoil and installation of tree stakes and welded wire mesh and all other items incidental to the Work and as accepted by the Contract Administrator.
- (b) Maintenance on trees will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment, and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

## **E27. TOPSOIL & 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.
- (c) Organic based 3-4-3 starter fertilizer

### 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) Fertilizer Rate: applied at manufacturer's stated rates to topsoil prior to sodding. Bag tags to be supplied to the Contract Administrator.

- (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 top-dressed, seeded and rolled.

#### E27.4 Maintenance Period

- (a) The Contractor shall maintain the sod for thirty (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 Method of Measurement and Basis of Payment

##### E27.5.1 Method of Measurement shall be as follows:

- (a) Topsoil and sodding will be measured on a square metre basis for: (i) "Topsoil and Sodding" on Form B: Prices.

##### E27.5.2 Basis of Payment

- (a) Topsoil and sodding will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
- (b) Payment under this section shall be in accordance with the following:
  - (i) Seventy-five percent (75%) following the supply and installation of the topsoil and sod.
  - (ii) Twenty-five percent (25%) following termination of the maintenance period.

### **E28. SITE RESTORATION**

- E28.1 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all tools, equipment, waste, debris and surplus foundation earth to the satisfaction of the Contract Administrator. Unless otherwise specified, and as a condition of Total Performance the Contractor shall restore all areas of the Site beyond the established limited of Work, which have been disturbed by the Contractor's operations to as good as or better than the original condition to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this Work.

### **SPRAY PAD**

### **E29. CIVIL / MECHANICAL / PLUMBING / ELECTRICAL SERVICES**

#### E29.1 General Description

- (a) This specification shall cover the supply and installation of water and sewer connections, and all mechanical, plumbing and electrical required to 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.
- (c) Work to be performed by journeymen skilled tradespeople to the satisfaction of the Contract Administrator.
- (d) All plumbing, electrical, and mechanical must comply to all regulatory authorities that have jurisdiction and manufactures recommended practices.
- (e) 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.

- (f) Designs will respect the use of the areas and ensure the comfort and safety of the occupants.

#### E29.2 RFP Submissions

- (a) Further to B12.3(a)(iii) and B15.1(a), the location of the water service meter pit, the sewer connection and the method for installing the water and sewer lines (i.e., open cut or directional bore or other) is to be clearly indicated in the Proponent's submission.
- (b) The size and location of the vault/mechanical cabinet, as well as the foundation details, is to be clearly indicated in the Proponent's submission. Any changes required to the size and layout of the concrete pad with respect to the mechanical cabinet should also be shown.

#### E29.3 Water Service

- (a) Water connection will be a private seasonal service and installed with a shut off valve to City of Winnipeg Requirements and located within 1m of the main where the seasonal service begins.
- (b) A new seasonal 50mm water service line to the spray pad's manifold/water distribution system is required, complete with water meter and backflow preventor per Civil Engineering Drawings. All components and controls are to be sized to work with this service.
  - (i) All seasonal line(s) to gravity drain. All water lines to have drain capability and blow out valves for fall servicing.
  - (ii) All fixture supply lines to the features to be low pressure poly pipe approved for 100 psi.
  - (iii) A new curb stop within 1m of the water main as per CW2110 is to be included.
  - (iv) The spray pad water meter is to be located in a 1700mm CMP lockable meter pit as per SD-241.
  - (v) The water meter can be provided and installed by City of Winnipeg Water and Waste Department but installation must be arranged by the Bidder.
- (c) A hose bib shall be included in the mechanical cabinet.
- (d) Water quality must comply with current Health regulations.

#### E29.4 Drain & Sewer Lines

- (a) A stamped Engineer's technical report shall be submitted to the City of Winnipeg, Water and Waste Department showing the pre- and post-development flows.
  - (i) On site land drainage management such as an underground storage tank and catch basin(s) with or without restrictors would be needed for the Site if the flow to the combined sewer system (wastewater and land drainage) from the spray pad development is greater than the flow previously to the combined sewer system (wastewater and land drainage).
- (b) The spray pad drain system is to be a new sewer service connecting into the Existing Combined Sewer in accordance with SD-014 and drawing C2 Servicing Plan, and with an approved saddle.
- (c) The spray pad drain line(s) shall be sized to permit draining of basin to prevent any standing water.
- (d) All drain line(s) to gravity drain. Angles/bends within the drain lines are to be 45° or less.
- (e) All underground servicing piping to be SDR 35 PVC; all underground piping upstream of the Manhole to be minimum of schedule 80.
- (f) The spray pad shall contain drain lines as required by design and applicable code(s) with a minimum of three interconnected drains per drainage basin.
  - (i) Deck drains shall have an anti-vortex cover (secured).

- (ii) Further to E24.2(f) Trench drains provided as shown on the Drawings.
- (iii) Deck drains to be heavy duty non-corroding metal alloy or equally durable fibreglass or plastic construction.
- (iv) Drain connections between trenches to be plastic (HDPE) corrugated solid drain pipe and fittings to ASTM D1248. Nominal inside diameter of 100mm, Big "O" from Brock White, Prinsco or approved equal.

#### E29.5 Mechanical

- (a) All mechanical devices that are required to operate the spray pad are to be located in a vault/cabinet.
  - (i) The vault/cabinet shall be installed on a reinforced concrete foundation.
  - (ii) The vault/cabinet doors to be made from 6mm thick reinforced steel with a heavy duty locking mechanism.
  - (iii) The vault must connect to the drain system such that no standing water occurs in the vault or cabinet.
  - (iv) Mountings must be structurally designed.
  - (v) Controls must be easily accessible.
  - (vi) A Hose bib shall be included in the mechanical cabinet.
  - (vii) Each solenoid valve in the vault or cabinet shall have its own dedicated shut off/isolation valve so that each line might be repaired without shutting off the entire system.
  - (viii) Only true union ball valves will be accepted on all solenoid valves. No glue in valves will be accepted.
  - (ix) 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. Rain sensor to be provided on a separate 6m high galvanized metal pole so that it does not operate when it is raining. Pole to be grounded and mounted to a 3m belled concrete pile.
  - (iii) System is to drain away so there is no standing water at any time.
  - (iv) Must comply with current Health regulations.

#### E29.6 Electrical

- (a) The electrical service may tie into the existing electrical system located in the Existing Storage Shed. Further to B3, the Existing Storage Building may be viewed at a pre-bid site meeting.
  - (i) The Contractor is responsible for the supply and installation of any/all upgrades that may be required for the complete operation of the spray pad. All electrical equipment must be CSA and City of Winnipeg approved.
  - (ii) All electrical Work in/on the Existing Storage Building shall be installed in a neat, unobtrusive manner to the satisfaction of the Contract Administrator.
  - (iii) All components within the spray pad area shall be grounded in accordance with manufacturer's requirements and Electrical code. All fencing and bollards within 1.5m of the spray pad are to be grounded.
  - (iv) All electrical controls and equipment are to be in a free-standing weather proof enclosure.

#### E29.7 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 reviewed in advance of installation by the Contract Administrator.
- (f) Piping is to include a shock arrester.
- (g) Mechanical markings are to be in accordance with the most current standards which may include:
  - (i) Canadian General Standards Board (CGSB).
  - (ii) CAN/CGSB-1.60[M89], Interior 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 tradespeople should 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.

#### E29.8 Method of Measurement and Basis of Payment

##### E29.8.1 Method of Measurement shall be as follows:

- (a) Civil, mechanical, and electrical systems will be measured on a lump sum basis for:
  - (i) "Civil – Sewer and Water Connections c/w New Meter",
  - (ii) "Mechanical - Vault/Cabinet, Piping, Controller, Drains, etc.", and
  - (iii) "Electrical" on Form B: Prices.

##### E29.8.2 Basis of Payment

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

### **E30. CONCRETE SPRAY PAD AND OVERSPRAY BASIN**

#### E30.1 General Description

- (a) Further to CW 3110 and CW 3310, this specification shall cover the supply and installation of;
  - (i) Concrete Spray Pad and Overspray Basin including excavation, sub-base and base construction, and concrete paving.
- (b) Spray features in association with the concrete work are covered under E32.

#### E30.2 Concrete Spray Pad and Overspray Basin

- (a) The Concrete Spray Pad and Overspray Basin shall include:
  - (i) The spray pad; and
  - (ii) The overspray basin.



- (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 overspray basin is intended to contain any overspray from the components and provide a dry surface for circulation around the spray pad.
- (d) The overspray basin shall be sized as indicated on the Drawings.
  - (i) The overspray basin shall be a minimum of 2.4m wide surrounding the River Area and the Overlook and Rock Jump Area as indicated on the Drawings.
  - (ii) The overspray basin shall be a minimum of 1.8m wide surrounding the Delta Area as indicated on the Drawings.
- (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.
  - (i) The submitted drawings shall show that the proposed change is consistent with the project design intent.

#### E30.3 Layout and Grading

- (a) The Concrete Spray Pad and Overspray Basin is to be sized and laid out as per the approved Drawings.
- (b) The spray pad and overspray basin are to be sloped to drain towards the trench drains. The maximum slope on any walkable surface is to be 3%. The minimum slope to be 1.0%.
- (c) Areas surrounding the Overlook and Rock Jump Area are to be a maximum slope of 1:2.5 or 40% as indicated on the drawings.

#### E30.4 Materials

- (a) Base material to CW 3110 and as specified on the Drawings.
- (b) All concrete Work to CW 3310 and as specified on the Drawings.
  - (i) Epoxy-coated rebar sized as per Drawings and City of Winnipeg Specifications.
- (c) Coloured Concrete Pigment:
  - (a) Sika CHROMIX G Admixtures for Colour-Conditioned Concrete to be used to colour the concrete around the Concrete Spray Pad and Overspray Basin as shown on the Drawings. Pigment colours are as follows:
    - (i) Concrete Spray Pad: SOLACHROME High SR Color from Sika in S-45 Cool Bimini.
    - (ii) Concrete Overspray Basin: SOLACHROME High SR Color from Sika in S-22 Cayman Dream.
  - (b) Coloured pigment to be added to concrete mixture at a ratio determined by manufacturer's specifications to result in a vibrant variation of colours. Pigments added to be measured to ensure an even consistency of colour across batches of concrete mixtures.
- (d) Acid Etching Stencil, Compound and Sealer for Animal Silhouettes
  - (i) Acid etching compatible self-adhesive stencils.
  - (ii) Commercial exterior grade muriatic or hydrochloric acid with acid solubale salt admixtures such as Spectrum 930 by W.R Meadows or approved equal. Non coloured or lightly pigmented etching compound that will create subtle effect on raw concrete finish.
  - (iii) Commercial, exterior grade, low gloss, clear, anti slip concrete sealant such as Decra-Seal or Decra-Seal W/B by W.B Meadows or approved equal. Acid etching and sealing products should be form the same manufacturer if possible. If different manufacturers are selected for each product provide written documentation from both suppliers that products are compatible.

- (iv) Provide 1'x1' sample of etched and sealed concrete finish for Consultant approval prior to ordering product
- (e) Rollable Stone Coating for "River Banks"
  - (i) Roller Rock, rollable stone coating from Daich Coatings or approved alternate <https://daichcoatings.com/shop/rollerrock-rollable-stone-coating/>
  - (ii) Colour: "Cinnamon"

#### E30.5 Methods

- (a) Further to E20 and CW 3170, the construction area is to be excavated or filled to achieve rough grade.
  - (i) Rough grade is to be level, with profiles and contours that allow for surface treatments.
- (b) Excavated material are to be removed as per E20.2.
- (c) Compacted granular base:
  - (i) To CW 3110.
  - (ii) 250mm down crushed stone to depth shown on the Drawings.
  - (iii) Granular base and formwork are to be reviewed on Site by the Contract Administrator prior to pouring concrete.
- (d) Coloured Concrete
  - (i) To CW 3310.
  - (ii) Concrete Spray Pad and Overspray Basin as shown on the Drawings, 150mm thick reinforced concrete paving c/w thickened edge on all edges abutting asphalt and softscape/sod surfaces.
  - (iii) Delta Area to be hand shaped with trowel to ensure variation in topography as shown on Drawings. Ensure positive drainage towards trench drains in all areas of Delta. No areas of standing water or puddles to be accepted.
  - (iv) Light broom finish with a slip resistance surface. Contactor 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.
- (e) Acid Etching
  - (i) Animal Silhouettes to be provided as a DWG or PNG file to Contractor at request. Animal silhouettes to be formed with acid etching compatible self-adhesive stencils. Confirm location and orientation of stencil on site with Contract Administrator prior to adhering stencil.
  - (ii) Clean surfaces to receive etching and sealant thoroughly with shop vacuum and high pressure power washer. Allow to dry completely before placing stencil.
  - (iii) Apply stencil to clean and debris-free surface that has been pressure washed and allowed to dry completely.
  - (iv) Apply stencil with rubber squeegee tool pressing out air bubbles from the centre of the stencil outwards. Peel off negative part of stencil where acid etching is to be applied.
  - (v) Immediately upon affixing stencil, prepare acid etching solution per manufacturers in appropriate container that will serve as the reservoir for applying etching.
  - (vi) Apply etching compound using roller, paintbrush or spray tools as recommended by the etching product manufacturer.
  - (vii) Allow etch to stain concrete for the duration of time recommended by the manufacturer.
  - (viii) Wipe off an wash etched surface immediately after etching window is complete per manufacturers written specifications.

- (ix) Allow concrete surface to fully dry then remove stencil and power wash entire Delta Area to remove all debris and adhesive.
  - (x) Obtain approval of etched concrete from Consultant.
  - (xi) Apply sealant to the entire bench and fire pit surface per manufacturers written instructions. Complete application only when weather conditions permit and there is no rain, or cold weather below 10°C overnight in the forecast.
  - (xii) Prepare protective tarp structure to cover the newly etched and sealed concrete and cover sealed concrete until fully cured according to manufacturer's written specifications – usually 2-3 days.
- (f) Rollable Stone Coating
- (i) Clean surfaces to receive rollable stone thoroughly with shop vacuum and high pressure power washer, as noted by the manufacturer. Etch concrete to ensure surface tooth is present to allow for better adhesion of the coating, as noted by manufacturer instructions. Allow to dry completely.
  - (ii) Mask off all other concrete surfaces beyond the rollable stone coating area (River Embankment) not to receive paint with heavy duty cardboard or plastic wrap. Confirm masked off areas with Contract Administrator prior to rolling product on surface.
  - (iii) Roll a uniform coat of rollable stone coating in 1.2m x 1.2m sections with "Stone Texture Roller" as recommended by concrete paint manufacturer, ensuring multi-directional rolling method is used to remove any imperfections.
  - (iv) Allow to fully dry for up to 24 hours before applying a second coat in the same manner as the first coat. Ensure finish is uniformly solid and stone-like.
  - (v) Second coat should be allowed to dry for a minimum of 24 hours before applying sealer. During cool or humid conditions, curing time should be a minimum of 48 hours. Sealer should be applied at temperatures between 10° and 30° C. Do not apply sealer in direct sunlight.

#### E30.6 Samples

- (a) Contractor to provide 900mm x 900mm sample that includes both coloured concrete pigments, a sample of the trowelled finish of the Delta Area, and a sample of the concrete paint and sealant for Contract Administrator's review.

#### E30.7 Method of Measurement and Basis of Payment

##### E30.7.1 Method of Measurement shall be as follows:

- (a) Concrete spray pad and overspray basin will be measured on a square metre basis for:
  - (i) "Concrete Spray Pad and Overspray Basin" on Form B: Prices,
  - (ii) "Coloured Concrete Pigment" on Form B: Prices,
  - (iii) "Acid Etching Stencil, Compound and Sealer for Animal Silhouettes" on Form B: Prices.

##### E30.7.2 Basis of Payment

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

- (c) Acid Etching Stencil, Compound and Sealer for Animal Silhouettes will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and has been accepted by the Contract Administrator.

## **E31. SPRAY COMPONENTS**

### **E31.1 General Description**

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

### **E31.2 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 two groupings of components dedicated to toddlers (children 0-4 years) in the Delta Area, a grouping of components dedicated to older students (children 5-12 years) in the River Area, and a general family zone suitable for all ages in the Overlook and Rock Jump Area, as indicated on the Drawings.
  - (ii) Follow City of Winnipeg Accessibility Design Standards.
  - (iii) Contain a variety of ground sprays, mid-height components and tall components.
  - (iv) Contain a minimum of five (5) ground water sprays, consisting of two (2) varied types of ground spray experiences in the Delta Area.
  - (v) Contain a minimum of fifteen (15) tall and mid-height components consisting of five (5) varied types of spray experiences in the River Area.
  - (vi) Contain a minimum of three (3) ground spray components located in the Overlook and Rock Jump Area.
  - (vii) Contain a minimum of three bollard activators, one located in the Delta Area, one in the River Area, and the third in the Overlook and Rock Jump Area.
  - (viii) Contain a consistent look or “theme” within the spray pad that speaks to the Winnipeg River and Delta system. Themes that speak to both animal habitat and naturalized systems are encouraged. A “theme” that evokes a certain culture or cartoon type is not permitted.
  - (ix) Contain components that are made of metal features only or have acrylic features that can be easily replaced with metal features.
  - (x) Contain a vertical focal feature (ie: Froggie) located as shown on the Drawings.
  - (xi) Employ a colour theme in a “natural” palette.
- (b) The design for the spray pad components should **not** include:
  - (i) Trip, entanglement and strangulation hazards;
  - (ii) Ground Stream type features, particularly those containing low to the ground or movable components;
  - (iii) Components with large surface or panels that may be broken or attract graffiti, nor graphic surfaces (ground apron activators) embedded in the concrete where water can get trapped;
  - (iv) Any components with moveable features, including dumping buckets, spinning water re-directors, or otherwise, located either low to the ground or overhead;
  - (v) Components that contain complicated computerized mechanisms;
  - (vi) Components with hanging parts that a person could easily reach and hang from, break or bend;
  - (vii) Features should not have handles on them that are wide enough for children to stand on and spin with the feature, or that move and might hit a stationary child;
  - (viii) Components with acrylic panels or features; or

- (ix) Water cannons or shooting components, or components that resemble weapons.
- (c) The Contract Administrator reserves the right to make minor changes to the components and change any or all colours prior to the Contractor ordering the components.

### E31.3 Materials and Methods

- (a) The spray components shall meet the following requirements:
  - (i) Be from one manufacturer to assure compatibility of spare parts for fixtures;
  - (ii) Posts/pipes to be a minimum 125mm in diameter;
  - (iii) Be durable and vandal resistant;
  - (iv) Have NO moving parts and be easy to maintain;
  - (v) Have adjustable controls that can be programmed to allow flexibility in the spray sequence;
  - (vi) Have bases/connections that permit component relocation; and
  - (vii) All components to be grounded in accordance with Manufacturer's requirements and Electrical Code.

### E31.4 Method of Measurement and Basis of Payment

#### E31.4.1 Method of Measurement shall be as follows:

- (a) Spray components will be measured on a lump sum basis for:
  - (i) "Spray Components" on Form B: Prices.

#### E31.4.2 Basis of Payment

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

## E32. COMMISSIONING

### E32.1 Operation and Maintenance Manuals

- (a) The Contractor shall supply in a format acceptable to the Contract Administrator three (3) bound copies of the manuals, as well as one electronic copy (in pdf format) detailing the operations and maintenance instructions for all elements of the project including:
  - (i) Manufacturers' written instructions, warranties, shop drawings, schedules, wiring diagrams and a listing of persons to contact for repairs during warranty period.
  - (ii) Descriptions of day-to-day operations, preventative maintenance, annual and periodic maintenance, and procedures for seasonal shutdown and start-up.
  - (iii) The Operation and Maintenance manual shall state that the system cannot be back flushed (automatically or manually) or drained during wet weather events.
  - (iv) That back flushing shall only be done in off-peak hours.
- (b) Manuals shall be submitted as three original copied bound in a three-ring notebook complete with tabs to separate each section (first section to be Table of Contents) and one electronic copy in PDF format submitted on a USB drive.

### E32.2 System Start-up, First and Second Year Winterization

- (a) The Contractor is to perform the system start-up in accordance with the information contained in the Operation and Maintenance Manuals in order to have the Work fully operational for public use by the date of Substantial Performance.
- (b) After the operation of the Work for the season, the Contractor shall perform the first year winterization of the Work and subsequent start-up the following spring.

- (c) The Contractor shall perform a second year winterization and subsequent start-up following the second year of operation.
- (d) The Contractor shall provide the Contract Administrator with 48 hours notice prior to commencing the start-up and winterization procedures in order that the City staff may attend.

#### E32.3 Staff Training

- (a) On site training shall be provided to the City staff and maintenance personnel in proper operation and maintenance procedures for the system.
- (b) Trainers shall be qualified tradespersons 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.

#### E32.4 Record Drawings

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

#### E32.5 Method of Measurement and Basis of Payment

##### E32.5.1 Method of Measurement shall be as follows:

- (a) Commissioning will be measured on a lump sum basis for:
  - (i) "Commissioning" on Form B: Prices.
- (b) Winterization and Spring Start-up will be measured on a yearly basis for:
  - (i) "Fall Winterization and Spring Start-up 2024-2025" on Form B: Prices, and
  - (ii) "Fall Winterization and Spring Start-up 2025-2026" on Form B: Prices.

##### E32.5.2 Basis of Payment

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