



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 489-2006**

**DESIGN AND CONSTRUCTION OF A WATERPLAY PARK – NORQUAY  
COMMUNITY CENTRE**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 DESIGN AND CONSTRUCTION OF A WATERPLAY PARK – NORQUAY COMMUNITY CENTRE

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon, Winnipeg time, September 13, 2006.

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

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

### **B3. BACKGROUND INFORMATION**

B3.1 Point Douglas is the oldest settlement in Western Canada. It was the first agricultural colony of the West.

B3.2 The first and only Selkirk settlers to farm the point were Kate and Alexander Sutherland. They built their house where Sutherland Avenue now ends, but the great flood of 1852 carried their log cabin all the way across the river to St. Boniface.

B3.3 In the early part of this century, Point Douglas was distinctly rural. Everyone kept a cow and chickens. You may see a garage or outer building with an odd appearance, and that will no doubt be because it started out as a horse barn.

B3.4 From 1859-1876, Point Douglas was the heart of river commerce. Steamboats brought settlers, supplies and construction materials from the U. S., and floating department stores on flatbeds would arrive to deal directly with residents. For many new immigrants to Manitoba, their first prolonged exposure to their new country was the streets of Point Douglas. The neighborhood was the location of the Canadian Pacific passenger terminal on Higgins Avenue, and during the last decades of the 19<sup>th</sup> century, immigrants poured into the City. Some continued west, but many stayed and settled in Point Douglas to work on the railway. The neighborhood's importance was due to its proximity to the railway lines, and it became more and more industrialized over the years. Point Douglas became home to a variety of enterprises, from farm implement manufacturers and paint mixers to breweries and flour mills.

B3.5 In the 1880's, the neighborhood was an affluent area, a northern suburb of a Winnipeg centred on the Upper Fort Garry trading post. Point Douglas was to become Winnipeg's first elite neighborhood. Dry goods agent E.L. Barber's house, built in 1867, is the oldest house still standing in the city. The Ashdown home, which used to stand at 109 Euclid, was an example of the mansions built by later arrivals in the neighborhood and was in marked contrast to the simple Barber House. In 1877 J.H. Ashdown built a substantial three storey brick house with furnace and indoor plumbing. It was complete with circular driveway, flower beds and furniture imported from Minnesota.

B3.6 From Joe Zuken Heritage Park to Ross House, one gets a real sense of the age of the neighborhood. By the turn of the century, however, the area became more industrialized, and the wealthiest residents moved south. Left behind were often the newest immigrants to the city and the poorest paid workers of the local industries.

B3.7 Today Point Douglas has a diverse population. Many families have lived here for 40-50 years. The neighborhood has seen better economic times, but with its strong sense of community, and numerous assets, it is an area on the rebound.

- B3.8 There is renewed interest in the area, and when the new recreational trail around the point is completed the appeal of this unique neighborhood will be enhanced.
- B3.9 A newly landscaped gravel path, bordered by a heavy growth of prairie sage and cotton burdock, leads to Annabella St. This is part of a recreational path from The Forks to Kildonan Park which is the first designated link of the Trans Canada Trail in Manitoba. The goal of this pathway is to allow pedestrians, cyclists, wheelchair users, cross country skiers to enjoyably travel north and south along the scenic Red without having to travel on a major street. As well, it links to the Assiniboine River Pathway and other pathways in the City. In 2005, an Active Transportation Study was accepted for review by the City. It includes suggestions for the further development of these and other trails as part of a comprehensive plan for healthy transportation throughout Winnipeg. Over the past ten years, the City has been hard at work negotiating easements, rights-of-way and, in some cases, purchasing properties to bring this path through North Point Douglas.
- B3.10 Victoria Park property was disposed of in 1923 and 1924, when it was sold to Winnipeg Hydro and used as the site of Hydro's Amy Street Steam Plant. The money realized from the sale allowed the Parks Board to buy a new riverside property, Norquay Park, in North Point Douglas.
- B3.11 The Park on the north side of Point Douglas, commemorates John Norquay, (1841-1889). His parents were Red River Settlers. Born at St. Andrew's -On -The- Red he was educated at St. John's Academy and then became a teacher, fur-trader and politician, eventually becoming Premier of Manitoba in 1878. At the time of his death he had sat continuously in the Legislative Assembly since its beginning in 1870.
- B3.12 The beautiful and historic riverbank park is the hub of recreation activity and programming in the Point Douglas area. Some major new facilities were developed in April of 1976 with the endorsement of the residents committee.
- B3.13 The former site of the baseball diamond was asphalted. The site accommodated four tennis courts during the summer and serves as a regulation-sized hockey rink during the winter months. New lighting was installed to service the facility. The tennis courts have been very well used by all age groups in the community.
- B3.14 Another addition to the park was the installation of a large port-a pool. This pool was enthusiastically received by neighborhood children, as an annual park program with round the clock security in the summer.
- B3.15 Lighting was also installed throughout the passive section of the park. Residents have commented that the lighting has made the park a safer place in which to stroll during the evening.
- B3.16 Barbeque pits were installed along the slopes of the river side of the park.
- B3.17 In 1975, a full time recreation coordinator was hired by the Parks Department for Point Douglas. As local support grew, a formalized recreation committee took shape. Through the hard work of many resident volunteers, the challenge of building a new community centre was taken on.

#### **B4. OVERVIEW**

- B4.1 The City is redeveloping the Norquay Community Centre site. A Conceptual Master Plan has been developed for the site through a consultation process with the community. The overall Conceptual Master plan includes:
- (a) Waterplay Park redevelopment to replace an above ground pool (removed in 2005) and the existing wading pool basin;
  - (b) Playground redevelopment;
  - (c) 3.0 m (10 foot) wide riverbank parkway (trail) redevelopment; and
  - (d) Entry plaza.

- B4.2 This Contract is for the development of a new waterplay basin/spray pad to provide the local children with a waterplay 'experience". In conjunction with the waterplay pad, the development will include ancillary amenities as identified on the concept drawing and specified herein: hard surface and pathways, green space, trees and site furnishings. The overall approximate size of the resulting "Waterplay Park" is specified in E4.4.1(b).
- B4.3 The site has been selected within the Norquay property in consideration of proximity to the riverbank and:
- (a) need to stay back from areas of instability (note a Waterway permit will be required),
  - (b) the proximity of and need to work around an underground high voltage Hydro cable running through the site,
  - (c) proximity of the existing community centre for mechanical room and washroom access, and
  - (d) the combination of safety (through increased visibility to the broader community) and celebration (creating a new face to the Community Centre that speaks to fun, and vitality).
- B4.4 The Performance and Construction Specifications are intended to inform the Bidder of the general requirements and guidelines that must be adhered to in the preparation of the proposal itself and in the preparation of the design, clarifying the criteria against which the proposal will be evaluated and defines the minimal acceptable performance requirements of functional and aesthetic characteristics. As well, it provides some minimal standards for construction, which shall help shape the final construction package.
- B4.5 This Bid Opportunity is not an all-inclusive document and any omissions do not relieve the Contractor of the obligations to provide a fully operational waterplay park.
- B4.6 Project Limits
- (a) The Waterplay Park shall be confined to the area demarcated on drawing N.11-E.
  - (b) The Waterplay concept shown on Drawing N-16-D is provided for information only.

## **B5. SITE INVESTIGATION**

- B5.1 Further to GC.3.1, the Contract Administrator or an authorized representative will be available at the Site from 10:00 am to 11:30 am on August 30, 2006 to provide Bidders access to the Site.
- B5.2 The Bidder is advised that a full set of existing building construction drawings are available for viewing upon request.
- B5.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

## **B6. ENQUIRIES**

- B6.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B6.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B6.3 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 Bidders by issuing an addendum.

B6.4 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 Bidder who made the enquiry.

B6.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B6 unless that response or interpretation is provided by the Contract Administrator in writing.

## **B7. CONFIDENTIALITY**

B7.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

B7.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **B8. ADDENDA**

B8.1 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.

B8.2 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.

B8.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B8.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B8.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B9. SUBSTITUTES**

B9.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

B9.2 Substitutions shall not be allowed unless application has been made to and prior written approval has been granted by the Contract Administrator in writing.

B9.3 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.

B9.4 The Bidder shall ensure that any and all requests for approval of a substitute:

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

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

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

B9.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his 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.

B9.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

B9.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.

B9.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

B9.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B21.

B9.9 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.

## **B10. PROPOSAL SUBMISSION**

B10.1 The Proposal Submission consists of the following components:

- (a) Form A: Proposal;
- (b) Form B: Prices;
- (c) Team/Project Experience and Methodology, Conceptual Design and Systems Description, and Economic Analysis;
- (d) Form G1: Bid Bond and Agreement to Bond, or Form G2: Irrevocable Standby Letter of Credit and Undertaking, or a certified cheque or draft;

B10.2 All components of the Proposal Submission shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Proposal.

B10.3 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.

B10.3.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.

B10.4 Proposal Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B10.5 Proposal Submissions shall be submitted to:



The City of Winnipeg  
Corporate Finance Department  
Materials Management Branch  
185 King Street, Main Floor  
Winnipeg, MB R3B 1J1

**B11. PROPOSAL**

- B11.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B11.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B11.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B11.2.
- B11.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B11.4 Paragraph 12 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
  - (d) if the Bidder is carrying on business under a name other than his 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.
- B11.4.1 The name and official capacity of all individuals signing Form A: Proposal shall be printed below such signatures.
- B11.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.
- B11.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal Submission and the Contract, when awarded, shall be both joint and several.

**B12. PRICES**

- B12.1 The Bidder shall state the lump sum price in Canadian funds for the Work on Form B: Prices.

**B13. TEAM/PROJECT EXPERIENCE AND METHODOLOGY, CONCEPTUAL DESIGN AND SYSTEMS DESCRIPTION, AND ECONOMIC ANALYSIS**

- B13.1 Bidders shall provide, in their proposal submission, a description of the proposed services to design, build and commission the Work including but not limited to the following:

- (a) Team/Project Experience and Methodology
  - (i) The Waterplay Park at Norquay Community Centre will require a detailed methodology for each stage of the project. The Bidder shall provide a description of the team's methodology with respect to this project and the various stages. Specifics to include the understanding and methodology proposed for each stage and tasks of this project.
  - (ii) A list of previously completed work, similar in nature, scope and value to the work, references, in sufficient detail to demonstrate the Bidder's qualification to undertake the Work.
  - (iii) An organization chart showing the relationship, roles and responsibilities of the major team members who will perform the Work.
  - (iv) Design Team
    - (i) Resumes of proposed staff that will be directly involved in the project;
    - (ii) Their roles, responsibilities and reporting relationship on the project
    - (iii) Their background, experience and training should be briefly noted.
- (b) Subcontractors
  - (i) List of proposed major subcontractors and role and responsibility on the project.
- (c) Project Schedule
  - (i) Provide an anticipated schedule to meet the completion dated stated herein.
- (d) Commissioning
  - (i) A clear description of the training being proposed including:
    - (i) Syllabus;
    - (ii) Number of training days for each training session;
    - (iii) Expected City supplied resources;
  - (ii) A description of the proposed commissioning process.
- (e) Conceptual Design and Systems Description
  - (i) Shall consist of drawings or sketches and outline specifications based on and developed from Part E – Performance and Construction Specifications.
  - (ii) Drawings shall be at a standard scale adequate to describe the proposal and shall include at a minimum:
    - (i) Site context drawing including location and configuration of Waterpark. Indication of site services and any modifications, relocations and connections will be considered beneficial
    - (ii) Perspectives, sketches, details, and other submissions to illustrate the proposed design;
    - (iii) waterpark component description and/or graphic or catalogue reference
    - (iv) Mechanical & electrical system schematics developed in sufficient detail to describe the intended operation
    - (v) Complementary landscaping including proposed location of site furnishings, trees, fencing and lighting (if deemed part of the proposal);
- (f) Economic Analysis
  - (i) A brief description of how the waterplay park components will operate.
  - (ii) The anticipated daily water consumption information – based on a 6-hour/day operation.
  - (iii) The maintenance schedule for and anticipated maintenance costs associated with the major waterpark features being proposed
- (g) Any other information that the Bidder deems pertinent to this Bid Opportunity.

## **B14. QUALIFICATION**

### **B14.1 The Bidder shall:**

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
  - (i) are responsible and not suspended, debarred or in default of any obligation 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 Branch internet site at <http://www.winnipeg.ca/matmgt>); and
  - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

**B14.2** The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

**B14.3** The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

## **B15. BID SECURITY**

**B15.1** The Bidder shall provide bid security in the form of:

- (a) a bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Proposal Submission (Form G1: Bid Bond and Agreement to Bond); or
- (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, and undertaking 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 included in the Proposal Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or
- (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.

**B15.1.1** If the Bidder submits alternative Proposals, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.

**B15.2** The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

- B15.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B15.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.
- B15.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.
- B15.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Request for Proposal.

## **B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B16.1 Proposal Submissions will not be opened publicly.
- B16.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B16.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

## **B17. IRREVOCABLE OFFER**

- B17.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Proposal.
- B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Proposal.

## **B18. WITHDRAWAL OF OFFERS**

- B18.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B18.1.1 Notwithstanding GC. 23.3, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B18.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:
- (a) retain the Proposal Submission until after the Submission Deadline has elapsed;
  - (b) open the Proposal Submission to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 12 of Form A: Proposal; and
  - (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.
- B18.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative

Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

## **B19. INTERVIEWS**

B19.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

## **B20. NEGOTIATIONS**

B20.1 The City reserves the right to negotiate details of the Contract with Bidders.

B20.2 Negotiations, if any, are intended to address administrative and technical details of the Contract. The Bidder is advised to present his best offer, not a starting position for negotiations, in his Proposal Submission; the City will not necessarily pursue negotiations with any Bidder.

B20.3 If, in the course of negotiations pursuant to B20.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider any amended Proposal as an alternative to the Proposal as originally submitted without releasing the Bidder from the Proposal as originally submitted.

## **B21. EVALUATION OF PROPOSALS**

B21.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal:
  - (i) mandatory requirements (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12:
  - (i) mandatory qualifications (pass/fail);
- (c) Total Bid Price; (20%)
- (d) Team/Project Experience and Methodology, Concept Design and Systems Description, and Economic Analysis (80%)
  - (i) Team/Project Experience and Methodology (30%)
  - (ii) Conceptual Design and Systems Description (40%)
  - (iii) Economic Analysis (10%)

B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements if the interests of the City so require.

B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal Submission or in other information required to be submitted, that he is responsible and qualified.

B21.4 Further to B21.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices.

B21.4.1 If there is any discrepancy between the lump sum price written in figures and the lump sum price written in words, the price written in words shall take precedence.

B21.4.2 Further to B21.1(c) the Award Authority may reject a Bid as being non-responsive if it exceeds the budget as shown on Form B: Prices.

B21.4.3 The Total Bid Price shall be evaluated with a weighting on 20 points out of a total of 100 possible points. As such, the lowest Bidder shall receive the full 20 points, and the second lowest Bidder and subsequent Bidders shall be pro-rated accordingly.

B21.5 Further to B21.1(d), the Team/Project Experience and Methodology, Concept Design and Systems Description, and Economic Analysis will be evaluated based upon the information provided. Each proposal will be assigned a score weighted on the basis of 80 points out of 100 possible Points reflecting the suitability of the Team/Project Experience and Methodology, Conceptual Design and Systems Description, and Economic Analysis.

B21.5 This Contract will be awarded as a whole.

## **B22. AWARD OF CONTRACT**

B22.1 The City will give notice of the award of the Contract by way of a letter of intent, or will give notice that no award will be made.

B22.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.

B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:

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

B22.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.

B22.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.

## **PART C - GENERAL CONDITIONS**

### **C1. GENERAL CONDITIONS**

C1.1 The *General Conditions for Construction Contracts* (Revision 2000 11 09) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Construction Contracts* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

- D1.1 In addition to the *General Conditions*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out “The City of Winnipeg Act” wherever it appears in the General Conditions and substituting “The City of Winnipeg Charter”.
- D1.3 The General Conditions are amended by striking out “Board of Commissioners” or “Commissioner” wherever it appears in the General Conditions and substituting the “Chief Administrative Officer”.
- D1.4 The General Conditions are amended by striking out “Tender Package” wherever it appears in the General Conditions and substituting “Request for Proposal”.
- D1.5 The General Conditions are amended by striking out “Tender Submission” wherever it appears in the General Conditions and substituting “Proposal Submission”.
- D1.6 The General Conditions are amended by striking out “Bidding Instructions” wherever it appears in the General Conditions and substituting “Bidding Procedures”.
- D1.7 The General Conditions are amended by striking out “Bid” wherever it appears in the General Conditions and substituting “Proposal”.
- D1.8 The General Conditions are amended by striking out “SP” wherever it appears in the General Conditions and substituting “E”.
- D1.9 The General Conditions are amended by deleting GC:16.16 and GC:16.17. The City of Winnipeg is now within the jurisdiction of the Manitoba Ombudsman pursuant to the Ombudsman Act.

#### **D2. SCOPE OF WORK**

- D2.1 The Work to be done under the Contract shall consist of design, construction and commissioning required to deliver a complete, functional, and fully operational waterplay park facility in which finishes, finish items, system components etc. are compatible and consistent with each other, the existing conditions and the intent of this Bid Opportunity.
- D2.2 The major components of the Work are as follows:
- (a) Design of a Waterplay Park;
  - (b) Construction of a Waterplay Park; and
  - (c) Commissioning of a Waterplay Park.
- D2.3 If asbestos or other hazardous materials are encountered during the Work of the Contract, the City shall assess the situation and provide all necessary remediation. All Work shall stop and wait for further instructions by the Contract Administrator.
- D2.4 The Contractor shall coordinate Work near the high voltage hydro line with Manitoba Hydro.

#### **D3. CONTRACT ADMINISTRATOR**

- D3.1 The Contract Administrator is City of Winnipeg, represented by:
- John Atkinson  
Superintendent of Arenas and Wading Pools



City of Winnipeg  
Building Services Division  
Public Works Department  
100 Main Street  
Winnipeg, MB R3C 1A4

Telephone No. (204) 986-7292

Facsimile No. (204) 986-7311

- D3.2 At the pre-construction meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

#### **D4. NOTICES**

- D4.1 Except as provided for in GC: 23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

- D4.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D4.3, D4.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3. 1.

- D4.3 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg  
Chief Administrative Officer Secretariat  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-1174

- D4.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

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

(a) Facsimile No.: (204) 947-9155

#### **D5. PERMITS, NOTICES, LICENSE, CERTIFICATES, LAWS AND RULES**

- D5.1 Further to GC: 6.12, the Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of same before proceeding with the Work, and pay any cost attached to the inspection of such plans.

- D5.2 Further to GC6.11, the Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.

- D5.3 Further to GC23.2, all notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.

- D5.4 Further to GC6.26, all Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.

- D5.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.
- D5.6 The Contractor and Subcontractors must be fully aware of all Work involving hazardous materials. All Work must be performed in compliance with the Manitoba Department of Labour Workplace Health and Safety Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification to the Contract Administrator of his/her encountering of suspected hazardous material during their course of Work.

## **SUBMISSIONS**

### **D6. AUTHORITY TO CARRY ON BUSINESS**

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

### **D7. WORKERS COMPENSATION**

- D7.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D8. INSURANCE**

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
  - (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance.
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the Contract Administrator with a certificate of insurance of each policy 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 GC.4.1 for the return of the executed Contract.
- D8.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

### **D9. PERFORMANCE SECURITY**

- D9.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
  - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in

the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or

- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D9.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D9.2 If the bid security provided in his Proposal Submission was not a certified cheque or draft pursuant to B15.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in GC.4.1 for the return of the executed Contract.

## **D10. DETAILED PRICES**

D10.1 The Contractor shall provide the Contract Administrator with a detailed price breakdown (Form I: Detailed Prices) 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 GC:4.1 for the return of the executed Contract.

D10.2 The Contractor shall state a price for each item or sub-item of the Work identified on Form I: Detailed Prices. The detailed prices must be consistent with the price(s) provided in the Contractor's Bid.

## **D11. SUBCONTRACTOR LIST**

D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC.4.1 for the return of the executed Contract..

## **D12. DETAILED WORK SCHEDULE**

D12.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in GC.4.1 for the return of the executed Contract.

D12.2 The detailed work schedule shall consist of the following:

- (a) a critical path method (C.P.M.) schedule for the Work;
- (b) a Gantt chart for the Work based on the C.P.M. schedule; and

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

- (a) Design of the Waterplay park;
- (b) Construction of the Waterplay Park; and
- (c) Commissioning of the Waterplay Park.

## **SCHEDULE OF WORK**

### **D13. COMMENCEMENT**

D13.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.

- D13.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence that the Contractor is 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;
    - (ii) evidence of the workers compensation coverage specified in D7;
    - (iii) evidence of the insurance specified in D8;
    - (iv) the performance security specified in D9;
    - (v) the detailed prices specified in D10;
    - (vi) the Subcontractor list specified in D11; and
    - (vii) the detailed work schedule specified in D12.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D13.3 The Contractor shall commence the Work within seven (7) Working Days of receipt of the letter of intent.

D13.4 The City intends to award this Contract by September 22, 2006.

#### **D14. SUBSTANTIAL PERFORMANCE**

D14.1 The Contractor shall achieve Substantial Performance by June 20, 2007, ready to test and prepared for opening to the public on July 1, 2007.

D14.2 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 re-inspected.

D14.3 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.

#### **D15. TOTAL PERFORMANCE**

D15.1 The Contractor shall achieve Total Performance by September 15, 2007.

D15.2 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 re-inspected.

D15.3 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.

#### **D16. LIQUIDATED DAMAGES**

D16.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City two hundred dollars (\$200.00) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.

- D16.2 The amount specified for liquidated damages in D16.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **CONTROL OF WORK**

### **D17. JOB MEETINGS**

- D17.1 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.
- D17.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

### **D18. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D18.1 Further to GC.6.26, 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).

## **WARRANTY**

### **D19. WARRANTY**

- D19.1 Notwithstanding GC.13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to GC.13.2.1 or GC.13.2.2, in which case it shall expire when provided for thereunder.
- D19.2 Notwithstanding GC: 13.2 and D19.1, 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) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

**FORM H1: PERFORMANCE BOND**  
(See D9)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

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

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for:

RFP NO. 489-2006

DESIGN AND CONSTRUCTION OF A WATERPLAY PARK – NORQUAY COMMUNITY 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)

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

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

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

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

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)  
(See D9)**

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

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

RE: PERFORMANCE SECURITY – RFP NO. 489-2006

DESIGN AND CONSTRUCTION OF A WATERPLAY PARK – NORQUAY COMMUNITY 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.

Partial drawings are permitted.

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

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

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



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

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

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

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

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

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

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

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

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

**FORM I: DETAILED PRICES**  
(See D10)

DESIGN AND CONSTRUCTION OF A WATERPLAY PARK – NORQUAY COMMUNITY CENTRE

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1.	Trees	E4.5(b)	Each			
2.	Picnic Tables	E4.5.5(h)	Each			
3.	Benches	E4.5.5(c)	Each			
4.	Shade Structures	E4.5.5(g)	Each			
5.	Waste Receptacles	E4.5.5(f)	Each			
6.	Bike Racks	E4.5.5(e)	Each			
7.	Games Tables	E4.5.5(d)	Each			
8.	Design Services:	B13	L.S.			
	Schematic Design	B13	L.S.			
	Design Development	B13	L.S.			
	Construction Documents	B13	L.S.			
	Contract Administration	B13	L.S.			
	Commissioning	B13	L.S.			
9.	Construction	E5				
	(Detailed prices for the construction portion of the RFP identify the various sections of work using the Canadian National Master Specification format. This list should be consistent with the progress payment outline for the project)					



## PART E - PERFORMANCE AND CONSTRUCTION SPECIFICATIONS

### GENERAL

#### E1. GENERAL

E1.1 These Performance Specifications shall apply to the Work.

#### E2. APPLICABLE SPECIFICATIONS, STANDARD DETAILS AND DRAWINGS

E2.1 The following Drawings are applicable to the Work:

E2.1.1 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.

E2.1.2 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

E2.1.3 The version in effect three (3) Business Days before the Submission Deadline shall apply.

E2.2 Further to GC:2.4(d), Specifications included in the Request For Proposals shall govern over *The City of Winnipeg Standard Construction Specifications*.

E2.3 The following Drawings are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
N.11-C	Norquay Community Centre - Existing Site Conditions
N.16-D	Norquay Community Centre - Conceptual Master Plan
N.11-E	Norquay Community Centre - Proposed Waterplay Park Area
N.11-F	Norquay Community Centre – Proposed Mechanical Room for Waterplay Park
N.11-G	Norquay Community Centre - Water Drainage Pit
N.11 - Photo 1	Norquay C.C - Exterior Site Photos
N.11 - Photo 2	Norquay C.C - Exterior Site Photos
N.11 - Photo 3	Norquay C.C - Interior Of Proposed Mechanical Room Photos
SCDP-3	Deciduous Balled & Burlapped Tree Planting
SCDP-4	Evergreen Balled & Burlapped Tree Planting

#### E3. PROJECT SEQUENCING

E3.1 The Contractor is advised that the City anticipates sequencing as follows:

(a) Design

- (i) The Contractor shall, upon award of Contract, shall meet with the Contract Administrator to clarify and confirm the conceptual design submitted in the Contractor's proposal.
- (ii) Provision of a coloured rendering of the concept and if required, attendance at a public meeting in September 2006.
- (iii) Periodic review during the design phase is anticipated and will be negotiated at a pre-work meeting.
- (iv) The Contractor shall submit drawings for review at the 75% design stage and again at the 100% construction drawing and specification stage.
- (v) Approval in writing by the Contract Administrator shall be obtained before proceeding forward.

- (vi) The Contractor must obtain the Contract Administrator's approval prior to submitting plans to the City Health Department and any other required agency for permits and utility connections.
- (vii) Approval must also be obtained from the Contract Administrator prior to making changes to any approved plans specification and work schedule.
- (b) Construction
  - (i) Construction - shall start in the fall of 2006 in order to insure Substantial Completion as stated herein.
  - (ii) Public Opening - the Work is to be completed and all necessary permissions and permits in place in order to open the waterplay park for public use on July 1, 2007
- (c) Commissioning
  - (i) Operation and Maintenance Manuals and staff training shall be completed prior to Substantial Performance
  - (ii) Winterize the Work prior to September 15, 2007.

E3.2 Key Project Contacts:

- (a) The Contract Administrator shall act as a liaison to introduce the Contractor and Manitoba Hydro, Waterways Authority and City Health Department.
- (b) Following the introduction the Contractor shall initiate all necessary meetings and actively pursue approvals from these agencies.

**E4. DESIGN**

E4.1 Design Services:

- (a) The Contractor shall provide consulting services as required in order to:
  - (i) Obtain approvals from the necessary authorities having approval including but not limited to:
    - (i) City of Winnipeg, Environmental Health Services Branch
    - (ii) City of Winnipeg, Waterways Section
    - (iii) City of Winnipeg, Zoning and Permits Branch
    - (iv) Other agencies as required
  - (b) Preparation of design drawings, specifications, documentation and instructions required for the completion of the Work.
  - (c) Design to the minimum standards set out in *The City of Winnipeg Standard Construction Specifications*. Obtain the Contract Administrator's approval if the Contractor will deviate from *The City of Winnipeg Standard Construction Specifications*.
- (b) Design Team Qualifications
  - (i) Utilize professionals where required by legislation
  - (ii) A Professional Engineer registered to practice in the Province of Manitoba shall seal structural, mechanical and electrical design
  - (iii) Other professional expertise as required to design the Work.
- (c) Sealed drawings and specification in accordance with local legislation
- (d) Provide inspection services during construction and commissioning of the Work to ensure that the Work is constructed and operates in accordance with the drawings, specifications, documentation and instructions.
- (e) Provide written documentation of any changes to the intent of the design.
- (f) Certification of the Work as required by the necessary authorities.
- (g) Errors and Omissions shall be the responsibility of the Contractor who at his discretion may obtain Errors and Omissions Insurance.

- (h) Provide a coloured rendering(s) of the approved conceptual plan of the Waterplay Park and attend if required a public open house to unveil the said rendering.

E4.2 Guiding Principles:

- (a) Vision – a dynamic, colourful, cost effective waterplay experience
- (b) Values:
  - (c) Inclusiveness and accessibility: the Water play park and adjunct spaces shall be designed for use by all ages:
    - (i) provide both quiet passive areas and active areas
    - (ii) design in compliance with Universal Design principles meeting the intent of the City of Winnipeg Universal Design Policy and details as outlined in “Access – A Guide to Accessible Design for Designers, Builders, Facility owners and Managers”, released by the Universal Design Institute, University of Manitoba
  - (b) Cost effective and energy efficient: all opportunities to decrease water consumption and sewer rate costs, through such processes as recirculation, are to be incorporated
    - (i) Low lifecycle cost and ease of operation and maintenance are key considerations
  - (c) Safe and secure
    - (i) Control access to and from the site – prevent children being able to run out into street:
    - (ii) Maintain views into the site from surrounding area
    - (iii) Maintain clear site lines between mechanical room doors and water play area, and, if possible, to front entrance of the C.C. building (washroom access).
    - (iv) Provide shade from the heat of the day
  - (d) The Public Health Act (C.C.S.M. c. P210) Manitoba Regulation 132/97 and subsequent amendments as it relates to the design, construction and mechanical operation of a wading pool / water play park.

E4.3 Existing Site Conditions:

- (a) High Voltage (69,000 Volts) Underground Hydro line running through site - Maintain the offset in accordance with Hydro requirements. Note: Line is to be abandoned in 2011 so these are interim requirements:
  - (i) Four (4) metre offset from centreline of the cable alignment for any installations;
  - (ii) Five (5) metre offset from centreline of the cable alignment for tree planting;
  - (iii) Two (2) metre offset from centreline of the cable for any excavation by equipment;
  - (iv) work within Two (2) metre offset requires review and approval by Hydro;
  - (v) protect the integrity of both the cable and the thermal backfill surrounding the cable, any Work taking place within two (2) metre offset this zone:
    - (i) will require all digging to be done by hand,
    - (ii) is not to encroach below the depth of the concrete block protection (approx 750mm depth); and
    - (iii) will require a Hydro Safety Watcher on site.
  - (vi) E4.3(v) applies to both demolition and construction Works.
  - (vii) Line will be de-energized between June 30 and September 15 – special arrangements for extended “de-energizing” will need to be made if Work occurs outside of this time frame.
  - (viii) Turf areas may occur over the line

- (b) Riverbank conditions
  - (i) Requires Waterways Permit
  - (ii) Adjacent to zone of instability which has partially dictated the limit of construction
  - (iii) Restrictions outlined on Waterway Permit must be strictly adhered to.
  - (iv) Assume that there will be no loading of the bank; including storage of materials and use of equipment in the vicinity.
- (c) Use of existing building
  - (i) Configuration of waterplay area and specifically entry gates shall consider the relationship and distances to the two access points for the building: mechanical room and front door washroom access.
- (d) Mechanical Room (see N11 – Photo 1 to 3 and partial floor plan):
  - (i) A full set of construction drawings for the Norquay Community Centre is available from Contract Administrator upon request.
  - (ii) Any proposed modifications may require review by a local structural engineer who is aware of existing structural condition. Contact name to be provide by Contract Administrator, if required.
- (e) Existing Water Service in building – two (2) foot line
- (f) Electrical Service – 400 amp. service
- (g) Wading pool – to be demolished as part of this Contract
  - (i) concrete basin and asphalt apron along with chain link fence and all water service and drain lines which are no longer required
  - (ii) drawings are available upon request to Contract Administrator
  - (iii) Caution to be exercised during demolition and restoration due to proximity of High Voltage line
  - (iv) Upon complete of the demolition, level and sod the area where the wading pool was situated
- (h) Wading Pool Drain pit:
  - (i) An existing pit acts as the drain pit for the existing wading pool. This may be utilized in the design, or abandoned, at the discretion of the Contractor.
  - (ii) If used, it must be altered to include an easier access hatch, meet current codes and be protected by bollards
  - (iii) If abandoned it must be demolished and the area restored
- (i) Tennis Court:
  - (i) Base construction (need to do some core samples)
  - (ii) Pile Foundation for net posts
  - (iii) Chain Link fence: if proposal suggests removal – Contactor to salvage for City to pick up
- (j) Lighting:
  - (i) Assortment of metal halides, pole mounted fixtures and wall packs on building.
  - (ii) Lighting to be removed and turned over to the City. (Piles, wiring for lights and fence to be removed).
- (k) Bollard fencing shall be removed

#### E4.4 Site Design Guidelines:

E4.4.1 General: this section covers the water basin/spray pad and features, as well as the general site landscaping within the maximum limit for the proposed waterplay park as shown on Drawing N.11-E.

- (a) Shall be compliant with regulators having authority
- (b) Approximate space allocation (as per attached concept plan N.16-D):
  - (i) overall Waterplay Park area = approximately 1400 square metres;
  - (ii) water basin/spray pad area = approximately 350 – 450 square metres.

#### E4.4.2 Water basin/spray pad and features

- (a) Combined wading pool and spray components.
  - (i) Due to ponding water, the entire area will constitute and be governed by the Health Act (C.C.S.M. c. P210) Manitoba Regulation 132/97 regulations pertaining to this type of installation.
- (b) Preferred zero grade entry throughout – no curbed edges. However alternatives that address Universal Design will be considered.
- (c) There shall be no standing water at end of day (see E4.6 for more detailed operational requirements)
- (d) Propose mix of passive and interactive play.
  - (i) For all ages but specific anticipated user groups are: 0-4 yrs; 5-8 yrs; 9-12 yrs; and caregivers
  - (ii) Include shallower (150 mm – 220 mm) passive ‘kiddie’ area somewhat segregated from active play area with some preschool type features (such as ground sprays)
  - (iii) Placement of features should allow for the enjoyment of swimming in the deeper water. (600 mm maximum) and be placed no closer than mid-depth
  - (iv) Trip, entanglement, strangulation, entrapment hazards must be prevented
- (e) Theme / Focussed Proposal
  - (i) Consideration should be given to features/components the community can identify with that would enhance the community’s desire to take ownership of the facility (protect it from damage) – and instil a sense of pride. Industry; water travel; transportation; and intercultural community are some possible themes.
- (f) Waterplay Components:
  - (i) Shall be from one Manufacturer (Vortex or Waterplay Manufacturing Inc. or approved equal in accordance with B9) to assure compatibility of spare parts for fixtures, and water recirculation/treatment systems.
  - (ii) Non-violent play features: water “cannon” type components permitted but only if incorporated with a non-weapon appearance (like Vortex’s Firefighter) – and equipped with a pressure regulator
  - (iii) Mix of ground sprays and overhead spray components, with varying spray and misting patterns
  - (iv) Anticipate a minimum of six (6) spray features
  - (v) Preferably with a theme – see E4.4.2 (e)
  - (vi) Bollard activator – more than one preferable
  - (vii) A minimum of moving parts (less subject to vandalism)
  - (viii) Water slides will only be considered if they comply with CSA guidelines and the slide bed is constructed of a material more durable than the standard poly
  - (ix) Durable, vandal resistant anchors, finishes, treatments
  - (x) Ease of maintenance – provide blow out access valves
  - (xi) Adjustable Controls – provide details of “operation time”, “run time” etc. to manage water consumption. Controls to be programmable to allow flexibility in changing spray sequence.
  - (xii) Base – provide bases/connection that permit the ability to shift components to other bases located in the waterplay park



(xiii) Safety – component design to enhance the safety of the waterplay park users.

(g) Basin:

- (i) Concrete pad, designed to support a light truck for use in a wet environment.
- (ii) Sloped to drain toward the return inlets. Maximum slope to be 1:15 or 6.7%
- (iii) Provide a slip resistant surface suitable for use in this type of installation.
- (iv) Basin to have a maximum water depth of 600 mm.
- (v) Extend the concrete splash pad 300 mm beyond the outside of the fence on all grassed sides to provide a mow strip and structurally reinforced edge
- (vi) Provide drain lines as required.
- (vii) If the design includes coloured concrete, do not use paint. Pigments uniformly mixed into the concrete surface and concrete dyes are acceptable.
- (viii) Rubberized coatings specifically designed for exterior exposed concrete are acceptable in lieu of a medium broom finish.

E4.4.3 Operational Expectations:

- (a) Ensure ease of access to mechanical room, from the waterplay area, by staff
- (b) Hours of Operation:
  - (i) Seven (7) days per week from July 1 to August 31 (approx 60 days) – closed holidays
  - (ii) minimum daily hours: 11:30 am – 5:00 pm (optimal hours 11:00 – 6:00 depending on fill and drain times)
- (c) Bather loads
  - (i) Design in accordance with the Health Act (C.C.S.M. c. P210) Manitoba Regulation 132/97 regulation
  - (ii) a minimum of 50 maximum of 90 (Bather load currently calculated at one (1) person per 1.5 square metres )

E4.5 Overall Site Design & Development

E4.5.1 General:

- (a) Shall include associated green space, complete with turf, trees, site furnishings and other complementary site landscaping elements
- (b) Design will respect the use of the areas and ensure the comfort and safety of the occupants.
- (c) Design will take into consideration the overall site and the waterplay/spray pad circulation, and the layout and relationship to adjacent elements.

E4.5.2 Demolition and Removal: includes the following to facilitate development of the Waterplay Park:

- (a) Demolition of a portion of the existing tennis court. The remaining portion outside of work area is to be retained for a future parking area and shall not be damaged. Work includes but not limited to:
  - (i) Removal of existing asphalt and base course
  - (ii) Removal of abandoned tennis net foundations
  - (iii) Removal or reuse/conversion of existing flood lighting (eight (8) standards) and electrical service depending on Bidder's proposal.
  - (iv) Removal or modification to existing chain link fencing depending on Bidder's proposal
- (b) Demolition and removal of the existing wading pool and fence
- (c) Removal and disposal of existing swing set

E4.5.3 Access Walk:

- (a) Provide concrete or asphalt pathway between the water play entrance and the mechanical room, between the waterplay entrance and the path leading to the Building's front entrance for washroom access, as shown on the Drawings.

#### E4.5.4 Fencing

- (a) Intended for site delineation and control:
- (b) Surround the entire waterplay area (basin/spray pad and associated green space) with a fence. Minimum security requirements include a 4' high chain link, but more interesting and aesthetic alternatives are encouraged. Vertical elements should comply with CSA guidelines for head entrapment and entanglement Metal products to galvanized or powder coated.
- (c) Intended to provide security to water park access Optional Entrance feature signage demarcation
- (d) Provide a minimum of one (1) and maximum of two (2) entry points complete with swinging gates.
  - (i) Install double swing gates with one side having interim stop foot bolts at 0, 45 and 90 degrees.
- (e) Gates to be lockable after hours.

#### E4.5.5 Site Furnishings

- (a) Any colours proposed by Contractor shall be subject to change by Contract Administrator
- (b) Contractor to indicate the number of elements in their design. Below lists a range of quantities and recommended products for consideration.
- (c) Benches
  - (i) Product: Dumor Model 88-60pl surface mount or direct bury – or approved equal. Contact: GAT Home Company Ltd. - Neil Buller 943-5050
  - (ii) Quantity: Minimum three (3) – Maximum ten (10)
- (d) Game Table
  - (i) Product: Timberform 2005-E Parkway table, complete with 2095 gameboard - or approved equal. Contact: Columbia Cascade at: 1-800-547-1940.
  - (ii) Quantity: Minimum one (1) – Maximum three (3)
- (e) Bike Racks
  - (i) Product: Custom bicycle rack, part no. 12730gb "custom" – or approved. Contact: Cycle-Safe, Inc., Grand Rapids, MI, Phone: 888-950-6531.
  - (ii) PolyArmor coating to be semi-gloss back. In-ground mount.
  - (iii) Quantity: Bike racks to accommodate a minimum of six (6) bicycles.
- (f) Waste Receptacles
  - (i) Product: Ornamental metal slat waste receptacle – SCD 119 (Basket 52S01051) - or approved equal. Contact: City of Winnipeg Central Manufacturing Repair Facility Trash. Contact Aaron Lennon, Phone: 986-5505 or proposed alternative
  - (ii) Quantity: Minimum one (1) at entrance, one (1) per three (3) benches, one (1) per two (2) picnic or game tables.
- (g) Metal shade structure/umbrella
  - (i) Product: Similar to those at Earl Grey CC or Turtle Island recreation centre.
  - (ii) Quantity Minimum – two (2) – Maximum – five (5)
- (h) Picnic Tables:
  - (i) Product: DuMor Recyled Plastic Picnic Table 100-68 PL (surface mount or in-ground mount) or approved equal. Contact: GAT Home Company Ltd. - Neil Buller 943-5050

(ii) Quantity: Minimum one (1) – Maximum four (4)

(i) Construction Methods

- (i) Install according to manufacturers recommendations.
- (ii) Install tables and benches on a hard surface base: Asphalt or concrete
- (iii) All furnishings and fixtures to be installed plumb and true to correct elevations and location, as directed by the Contract Administrator. The Contractor shall confirm proposed locations of all site furnishings with Contract Administrator prior to installation.
- (iv) All furnishings and fixtures to be carefully handled so that no parts will be bent, broken, or otherwise damaged. Hammering, which will injure or distort fixture, is prohibited.

E4.5.6 Land Drainage

- (a) Land Drainage shall form a part of the overall site redevelopment for both the water basin/splashpad area and for the ancillary spaces, as necessary to comply with the regulations of the authority(s) having jurisdiction.
- (b) Drainage shall not be directed to sheet or swale toward riverbank

E4.6 Mechanical System Design Guidelines

E4.6.1 General:

- (a) Applies to all plumbing and electrical work within, between and relating to the mechanical room and the waterplay area.
  - (i) This includes provisions for a water quality management system designed by Vortex or Waterplay (or approved equal) including feature pumps, filtration pump, filter unit, chlorine and acid injection pumps and monitoring system, primary control system including activation switch, timers, electronic sequencer(s) and wiring schematics
- (b) Ventilation systems shall be designed to meet current standards described by A.S.H.R.A.E and applicable
- (c) Work to be performed by journeyman skilled tradesmen to the satisfaction of the Contract Administrator.
- (d) All plumbing and electrical must comply to all regulatory authorities that have jurisdiction and manufactures recommended practices.
- (e) Designs will respect the use of the areas and ensure the comfort and safety of the occupants
- (f) Mechanical Markings to be in accordance with the following and approved by the Contract Administrator.
  - (i) Canadian General Standards Board (CGSB).
  - (ii) CAN/CGSB-1.60-[M89], Interior Alkyd Gloss Enamel.
  - (iii) CAN/CGSB-24.3-[92], Identification of Piping Systems.
  - (iv) CAN/CGA B149.1-[M95].
  - (v) CAN/CGA B149.2-[M91].

E4.6.2 Controls:

- (a) Chemical feed pumps must be interlocked with water supply flow switch to operate only when water is supplied to the pool.
- (b) Wall mounted where possible for ease of access
- (c) Chemical area should be located away from or otherwise shielded from electrical panels or other mechanical equipment to minimize corrosion.

#### E4.6.3 Water Recirculation System

- (a) Engineer and install some form of water storage, treatment and recirculation system that will provide adequate pressure for the water play features, automatic re-fill, waste-water plumbed to the sanitary sewer, a filtration system to remove particulate contaminants, and a disinfection system, all of which meet local and Provincial code requirements for human contact in wading pools.
  - (i) Will require a water quality management system similar to Vortex or Waterplay (or approved equal) which includes feature pumps, filtration pump, filter unit, chlorine and acid injection pumps and monitoring system, primary control system including activation switch, timers, electronic sequencer(s) and wiring schematics.
- (b) A system similar to Dakota Waterplay Park (Address: 1188 Dakota St.)– excluding building where the basin acts as the holding tank for the recirculation system is an approved, preferred method.
  - (i) Drawings review or site visit may be arranged upon request to Contract Administrator.
- (c) Balance water system to within plus or minus five percent (5%) of design spec.
- (d) Low lifecycle cost:
  - (i) The most desirable system will have a low lifecycle cost, considering initial investment, daily operations, and maintenance.
  - (ii) Provide sight gauge or tube, or clear container, for all chemical storage tanks so the operator can readily observe the level of the tank.
- (e) Make up water to be provided to offset over flow and evaporation.
- (f) System to drain away at end of day so that there is no standing water over night.
- (g) Must comply with current Health regulations for water quality.

#### E4.6.4 Piping

- (a) All water lines must have proper slope and drain capability and blow out valves for fall servicing.
- (b) Water service:
  - (i) to be sized to suit proposed design requirements
  - (ii) Water supply line to water play park to have a separate water meter from facility
- (c) Fill lines: a designated fill line should be provided and sized to permit filling in 30 - 45 minutes
- (d) Drain lines: sized to permit draining of basin from full capacity in 30 minutes. (see also E4.6.5)
- (e) All underground piping to be a minimum of schedule 80

#### E4.6.5 Drains:

- (a) Basin to have minimum two (2) anti-vortex drains complete with secured covers
- (b) Deck drains to be a minimum 50 mm diameter and schedule 80 piping.
- (c) Deck drains, access lids, frames etc. to be hot dipped galvanized
- (d) To be heavy duty non-corroding metal alloy or equally durable fibreglass or plastic construction.

#### E4.6.6 Metering

- (a) Waterpark to run off a separate water meter from the rest of the park and building
- (b) Sub-metering will be required in the building

#### E4.6.7 Mechanical Room

- (a) The entire room is available for Waterplay park mechanical system, however, it is preferred if only a portion of the room was used, in order to retain some space for storage
- (b) Disconnect, dismantle and remove all redundant mechanical devices and materials that are not required from mechanical room. Salvage all equipment and notify Contract Administrator five days prior to pick up
- (c) Mountings must be structurally designed.
- (d) Pits, if proposed, must be accessible easy maintenance and operation and have vandal resistant lockable entry point.
- (e) It is preferred that controls be wall mounted for easy access.
- (f) Ensure that all equipment, fixtures and devices requiring normal maintenance and or cleaning are mounted such that they are fully serviceable. Provide necessary isolation access doors, union fittings and the like.

E4.6.8 Operation and maintenance manual to be provided

- (a) Provide three (3) bound copies of manuals detailing the operation and maintenance instructions for all elements of the construction, in accordance with E6.2.

E4.6.9 Training

- (a) Provide training on the operation and maintenance of the proposed system in accordance with E6.3.

E4.7 Electrical

- (a) All electrical equipment must be C.S.A. approved
- (b) Related to Mechanical system requirements
- (c) Related to site lighting upgrades and or alterations
- (d) Grounding of all components within water play area
- (e) Power Smart Program: The City has a Power Smart Agreement with Manitoba Hydro. Manitoba Hydro has the right to review the design, specifications and drawings prior to construction. Contractor shall provide documentation normally required for the City to receive a Power Smart Grant from Manitoba Hydro.

**E5. CONSTRUCTION**

E5.1 General

- (a) Unless otherwise stated, the contractor shall furnish all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all work as hereinafter specified and in accordance with the referenced standard city specification and construction details.
- (b) The Contractor shall construct the Works in accordance with the design produced in accordance with Clause E5.
- (c) Construction materials, methods and procedures shall be performed in accordance with the standards set out in *The City of Winnipeg Standard Construction Specifications*. Obtain the Contract Administrator's approval if the Contractor will deviate from *The City of Winnipeg Standard Construction Specifications*.
- (d) The Contractor shall document and advise the Contract Administrator of any alteration, modifications, deletions, or substitutions to the approved design prior to incorporating said alterations, modifications, deletions or substitutions into the Work.
- (e) All workmanship and all materials furnished and supplied under this Contract are subject to the close and systematic inspection and testing by the Contract Administrator including all operations from the selection and production of materials through to final acceptance of the Work. The Contractor shall be wholly responsible for the control of all operations incidental thereto notwithstanding any inspection or approval that may have been previously given.

The Contract Administrator reserves the right to reject any materials or works, which are not in accordance with the requirements of this Contract.

- (f) The Contractor shall perform selective demolition as specified in the design and in accordance with local regulations relative to the disposal of waste materials.

#### E5.2 Office Facilities

- (a) The Contractor shall supply office facilities meeting the following requirements:
  - (i) basic office space, furnishings and services such as desks, chairs, tables, file cabinets, light, heat, water and telephone.

#### E5.3 Tree Protection

- (a) Shall cover the protection of existing trees including boulevard trees, within the limits of Work as indicated on the Drawings.
- (b) The Contractor shall protect existing trees in areas where excavation Work is being done.
- (c) The Contractor shall not stockpile materials and soil or park vehicles and equipment within two (2) metres of trees.
- (d) Mature tree trunks of existing trees shall be strapped with 25 x 150 x 2,400 mm wood planks. Smaller trees shall be similarly protected using appropriately sized wood planks.
- (e) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
- (f) Operation of equipment within the dripline of the trees shall be kept to the 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 driplines of trees. The dripline 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.
- (g) Work on site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to tree branches does occur, the Contractor shall prune the damaged branch and coat the cut with an appropriate wound dressing to prevent infection.
- (h) All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his designate.
- (i) Elm trees cannot be trimmed between April 1 and July 31, inclusive.

#### E5.4 Concrete Work

- (a) All waterplay area construction shall be in accordance with the Canadian Electrical Code (latest)
- (b) Sampling: Contractor shall prepare a 900 mm x 900 mm sample of the intended surface finish specified for review by the Contract Administrator prior to pouring of concrete pavement.

#### E5.5 Shrubs

- (a) General
  - (i) To be in accordance with Reference Standards:
    - (i) Nomenclature: to "International Code of Nomenclature for Cultivated Plants."
    - (ii) Size and Development of Shrubs: to "Canadian Nursery Trades Association: Canadian Standards for Nursery Stock", latest edition, by Landscape Canada.
  - (ii) The Contract Administrator will inspect plants at the following stages:
    - (i) Plants at source.
    - (ii) Installed plants before commencement of maintenance period.
    - (iii) At end of maintenance period.

- (iv) Notify Contract Administrator 48 hours in advance of each required inspection.

(b) Materials

(a) Plants

- (i) Supply nursery grown plants unless specifically designed as "collected."
- (ii) Supply plants conforming to federal and provincial regulations.
- (iii) Nursery Grown Plants: All plants shall be No. 1 Grade, nursery grown, under proper cultural practices with respect to fertile soil, ample spacing, regular cultivation, weed, pest and disease control, adequate moisture and pruning in accordance with good horticultural practices as advocated by the Canadian Nursery Trades Association and the Manitoba Landscape Nursery Trades Association.
- (iv) Plants true to type, structurally sound, well balanced, healthy, vigorous, of normal growth habits, densely foliated and healthy well-developed root system.
- (v) Plants free of disease, insect infestations, insect eggs, rodent damage, sunscald, frost cracks and other abrasions or scars to bark.
- (vi) Heeled-in plants, plants from cold storage, plants which have been top worked, unnaturally sheared or colour treated, will not be accepted
- (vii) Characteristics: shall have a natural form, typical of genus, species and variety; minimum of four canes
- (viii) All plants shall conform to the plant list proposed by Contractor.

(b) Wood Chip Mulch:

- (i) wood chips from hardwood trees, free of bark, branches and leaves, varying in size from 50 to 75 mm by 6 to 20 mm thick. Provide sample bag prior to installation for approval.

(c) Construction Method

(a) Delivery, Storage and Handling

- (i) Handle plants with reasonable care and skill to prevent injuries to trunk, branches and roots. Damaged plant material to be immediately replaced at no cost to the Owner.
- (ii) Protect plants during shipment and until planted on Site, with tarpaulin or other suitable covering to prevent excessive drying from sun and wind, and breakage from wind and equipment.
- (iii) Do not use plants whose soil balls have been cracked or broken before or during planting or when burlap ropes required in connection with their transplanting have been removed.
- (iv) Replace damaged plants at no cost to Contract Administrator.
- (v) Do not transport shrubs in open trucks when the temperature is in excess of 25°C, or at speeds in excess of 60 km/h.

(b) Preparation

- (i) Locate and stake locations of electrical services, utility lines and other underground obstructions.
- (ii) If underground services interfere with planting plan, notify Contract Administrator, stop Work in area and await further instructions.
- (iii) Stake out locations of planting beds
- (iv) Protect bench marks and hubs which form part of legal Site survey.
- (v) Shrub Beds: excavate minimum of 300 mm deep, scarify bottom to 150 mm depth.
- (vi) Place planting mix in planting beds to required elevations. Slope grade away from building

- (c) Planting
  - (i) Place plants at same depth they were originally grown.
  - (ii) Face for best appearance.
  - (iii) Container plants: remove containers and keep soil ball intact while placing plant in pit,
  - (iv) Do not install any plants closer than 750 mm to edge of walkways, driveways or building foundations.
- (d) Mulching
  - (i) Obtain approval of planting before mulching material is applied.
  - (ii) Loosen soil in shrub beds and remove debris and weeds. Spread mulch to minimum thickness of 75 mm as indicated on Drawing.
  - (iii) Mulch material susceptible to blowing must be moistened and mixed with topsoil before applying. When mulching is placed in fall, place immediately after planting. When mulch is placed in spring, wait until soil has warmed up
- (d) Maintenance
  - (i) This Specification shall cover the maintenance of shrub beds, as specified herein, following acceptance of the Work and issuance of the Certificate of Substantial Performance
  - (ii) The Contractor shall maintain all areas with the limit of Work as indicated on the Drawings, in accordance with these Specifications, and as directed by the Contract Administrator.
  - (iii) in general, the work shall include mowing, weed control, fertilizing, overseeding as required, and maintenance of shrub beds.
  - (iv) Maintenance and Guarantee Period
    - (i) Maintenance shall occur between the date of installation and up to a period of one (1) year for shrub beds from date of the issuance of the Certificate of Substantial Performance. The guarantee period for plant materials will be coincidental to the maintenance period
  - (v) General
    - (i) Provide weeding services within 48 hours and re-seeding within five (5) days of the request by the Contract Administrator. Monitor the Site and advise the Contract Administrator of conditions that might void the Contractor's warranty.
    - (ii) The Contractor shall maintain a log noting times, dates, equipment used, and quantity of materials used and areas treated for each maintenance application. Forms shall be provided by Contract Administrator. Submit log to Contract Administrator upon request. Contractor shall notify Contract Administrator of the exact time Contractor proposes to commence each application.
    - (iii) Schedule operations in accordance with growth, health, weather conditions, and use of Site.
    - (iv) Perform each operation continuously and completely within a reasonable time period.
    - (v) Store equipment and materials off Site.
    - (vi) Collect and dispose of debris or excess material on daily basis.
- (b) Fertilizing
  - (i) Apply 2:11 ratio fertilizer at rate of 0.2 kg nitrogen/100 m<sup>2</sup>.
  - (ii) Apply in early spring as soon as frost is out of ground.
  - (iii) Make supplementary application of 0.2 kg nitrogen/100 m<sup>2</sup> towards end of August.
  - (iv) Use mechanical spreading equipment.



- (v) Check calibration to ensure specified rate is spread evenly. Rectify uneven spreading as soon as it becomes apparent. Spread additional fertilizer over areas affected or rake out excess application.
- (vi) Water immediately after fertilizing to obtain moisture penetration of 40-50 mm.
- (c) Shrub Beds
  - (i) Cultivate shrub beds, keep free of weeds. Eliminate perennial grass and weeds and their roots.
  - (ii) Water plants weekly; apply sufficient water to saturate root zone.
  - (iii) Areas with no irrigation system: supply labour, all hoses and attachments necessary to provide adequate watering.
  - (iv) Water to be obtained from source on Site, supplied by City.
  - (v) Maintain mulch to depth of 75 mm.
  - (vi) Control disease and insects. Where possible use physical methods to eliminate cause of insect infestation. If chemical treatment is necessary apply in accordance with manufacturer's recommendations and government regulations.
  - (vii) Promptly replace plants, which require replacement under specified warranty.
- (d) Extension of Maintenance Period
  - (i) At the end of the maintenance period, all sodded and seeded areas must show signs of growth satisfactory to the Contract Administrator.
  - (ii) Unsatisfactory areas shall be replaced and maintained by and at the expense of the Contractor, to the satisfaction of the Contract Administrator.

#### E5.6 Shop Drawings

- (a) Shop Drawings to be reviewed by the design professional responsible for the design, prior to submitting to the Contract Administrator.
- (b) Submit, shop drawings and equipment catalogue data and manufacturer's installation operating and maintenance instructions for approval of the following items:
  - (i) Disconnect switches and fuses
  - (ii) Over-current devices, including ground fault interrupting circuit breakers
  - (iii) Packaged water recirculation system including feature pump(s), filtration pump, filter unit, chlorine and acid injection pumps and monitoring
  - (iv) Primary control system including activation switch, timers, electronic sequencer(s), and wiring schematic
  - (v) Electrical grounding / protection equipment
  - (vi) Equipment support details
  - (vii) Excavation and concrete details
  - (viii) Light Fixtures and Support Poles (if proposed)
  - (ix) Waterplay Features/Components
  - (x) Specialty products
  - (xi) Drains/covers
  - (xii) Site furniture/structures

#### E5.7 Record Drawings

- (a) The Contractor shall keep on the site one (1) up-to-date copy of all specifications, drawings and bulletins pertaining to the work, in good order, available to the Contractor Administrator and to his representatives
- (b) Such specifications and drawings shall be marked by the Contractor to show all work "as built" as work proceeds. The Contractor shall modify the Drawings to "As-Built" bearing notations of all changes and variations from the original and submit these to the Contract Administrator for approval.

- (c) If required, in the opinion of the Contract Administrator, further revisions will be made to the Drawings by the Contractor until the Drawings are accepted by the Contract Administrator.
- (d) Accuracy of these drawings shall be the responsibility of the Contractor, who shall bear all expenses of corrections thereto.
- (e) Said drawings will be provided to the Contract Administrator during the Commissioning stage of the project.

## **E6. COMMISSIONING**

### **E6.1 System Start-up and First Year Winterization**

- (a) Contractor to perform the system start-up in accordance with the information contained in the Operation and Maintenance Manuals in order to have the Work fully operational for public use by the date of Substantial Performance specified herein.
- (b) After the operation of the Work for the season, the Contractor shall perform the first year winterization of the Work prior to the date of Total Performance specified herein.
- (c) The Contractor shall provide the Contract Administrator with 48 hours notice prior to commencing the start-up and winterizing procedures in order that City staff may attend if so desired.

### **E6.2 Operation and Maintenance Manuals:**

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

### **E6.3 Staff Training:**

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