



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 180-2018

**DESIGN AND CONSTRUCTION OF A SKATEBOARD PARK – VICTORIA JASON
PARK**

Note to Proponents: Please be aware of revisions to B15.3.

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 DESIGN AND CONSTRUCTION OF A SKATEBOARD PARK – VICTORIA JASON PARK

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 4, 2018.

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

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

B3. SITE INVESTIGATION

B3.1 The Proponent may view the Site without making an appointment.

B3.2 The Proponent is responsible for determining:

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

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

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

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

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

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

B5. CONFIDENTIALITY

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

B6. ADDENDA

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

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with

- the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B21.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
- B8.2 The Proposal should also consist of the following components:
- (a) Design Drawings in accordance with B11;
- B8.3 Further to B8.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.5 Proponents should submit one (1) unbound 8.5” x 11” original (marked “original”) including drawings and six (6) copies (copies can be in any size format) for sections identified in B8.1 and B8.2.
- B8.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.

- B8.7 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.8 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Proponent's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B8.8.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Proponent's name and address, and an indication that the contents are part of the Proponent's Bid Submission.
- B8.9 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).
- B8.9.1 Bids submitted by internet electronic mail (e-mail) will not be accepted.
- B8.10 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204-949-1178.
- B8.10.1 The Proponent is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B9. PROPOSAL (SECTION A)

- B9.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B9.4 Paragraph 12 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;

- (d) if the Proponent is carrying on business under a name other than its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

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

B10. PRICES

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

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

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

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

B11. DESIGN DRAWINGS

B11.1 The Proponent should submit drawings that illustrate the proposed design, such as plan, perspective and any other submissions to illustrate the design intent. Included in this should be a plan showing the proposed skateboard park and site, drawn to scale. Additional drawings may be requested prior to award for more detailed information.

B12. DESIGN TEAM

B12.1 The Proponent should:

- (a) Provide a company profile.
- (b) Identify the Project Manager and Key Team Members of the project team to be employed, including those from specialized Sub-consultants, and describe their individual capabilities, respective roles and commitment for this project.
 - (i) Under the Project Manager, provide three (3) similar projects completed in the preparation of a Design and Construction project.
 - (ii) Under the Key Team Members and Sub-consultants, provide two (2) similar projects completed.
 - (iii) Resumes should be included where appropriate.
- (c) An organization chart showing the relationship, roles and responsibilities of the major team members who will perform the Work and at which points the Team will engage the City of Winnipeg and Contract Administrator.

B13. DISCLOSURE

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

B13.2 The Persons are:

- (a) KGS Group
 - (i) Provided design for Land Drainage Sewer.

B14. QUALIFICATION

B14.1 The Proponent shall:

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

B14.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B14.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).

B14.4 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B14.5 Further to B14.3(c), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent /Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.)

- B14.6 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.
- B14.7 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B15.1 Proposals will not be opened publicly.
- B15.2 After award of Contract, the name(s) of the Proponents and the Contract amount of the successful Proponent and their address(es) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmg/> .
- B15.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B15.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B16. IRREVOCABLE OFFER

- B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B17. WITHDRAWAL OF OFFERS

- B17.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B17.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B17.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal; and

- (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.

B17.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B18. INTERVIEWS

B18.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B19. NEGOTIATIONS

B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B19.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B19.3 If, in the course of negotiations pursuant to B19.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B20. EVALUATION OF PROPOSALS

B20.1 Award of the Contract shall be based on the following evaluation criteria:

- | | |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) Design Team: | 10% |
| (c) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: | (pass/fail) |
| (d) Total Bid Price: | 10% |
| (e) Design Drawings | 80% |

B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B20.3 Further to B20.1(c), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B20.4 Further to B20.1(d), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

- B20.4.1 Further to B20.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B20.4.2 Further to B20.1(d), the Award Authority may reject a Bid as being non-responsive if it exceeds the budget as shown on Form B: Prices.
- B20.4.3 The Total Bid Price shall be evaluated with a weighing of 10 points out of a total of 100 possible points. As such, the lowest Proponent shall receive the full 10 points, and the second lowest Proponent and subsequent Proponents shall be pro-rated accordingly.
- B20.5 Further to B20.1(e) Design Drawings shall be evaluated with a weighting of 80 points out of a total of 100 possible points as per B11.
- B20.5.1 The Design shall be evaluated on the following criteria:
- (a) Skateability (maximum 30 points):
 - (i) Street/Transition park, with flow (8 points);
 - (ii) Sufficient run-up/run-out between obstacles (8 points);
 - (iii) Variety of obstacles (4 points);
 - (iv) Appropriate surfacing/materials (variety) (4 points);
 - (v) Uniqueness of obstacles (3 points);
 - (vi) Ability to use all obstacles (3 points);
 - (b) General Design (maximum 10 points):
 - (i) Site Lines/Relationship to surrounding area (4 points);
 - (ii) Aesthetic considerations (uniqueness/finishes) (3 points);
 - (iii) Contained activity space (3 points);
 - (c) Layout/Circulation (maximum 20 points):
 - (i) Flow and relationship between obstacles (6 points);
 - (ii) Reduced conflict possibilities (6 points);
 - (iii) Variety of "lines" (5 points);
 - (iv) Maximize use of existing lighting (3 points);
 - (d) Durability (maximum 20 points):
 - (i) Provision to reduce damage from all users (8 points);
 - (ii) Low Maintenance finishes (6 points);
 - (iii) Uses durable/tamper-resistant materials (6 points).

B21. AWARD OF CONTRACT

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, 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.

B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.

B21.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

B21.4 The City may, at its discretion, award the Contract in phases.

B21.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.

B21.5.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.

B21.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).

B21.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.

B21.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Contractor will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

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

D2. SCOPE OF WORK

D2.1 The City is developing portions of the Victoria Jason Park site. A conceptual plan has been developed for the site through a consultation process with the community. The overall conceptual plan includes:

- (a) Cast-in-place concrete skateboard park; and
- (b) Site improvements.

D2.2 This contract is for the development of a new cast-in-place concrete skateboard facility to provide the local users with a neighbourhood-scale skateboarding opportunity. In conjunction with the skateboard component, this scope will include additional work as identified on the following drawings:

- (a) L01: Extents of Work;
- (b) C01: LDS Construction.

D2.3 The location of the skate park has been selected within the Victoria Jason Park property in consideration of:

- (a) The existing skate park;
- (b) Drainage requirements; and
- (c) Safety, sightlines and visibility.

D2.4 The Specifications are intended to inform the Contractor of the general requirements and guidelines that must be adhered to in the preparation of the Work 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 standards for construction, which shall help shape the final construction package.

D2.5 The Skate Park concept has been developed with input from the community and local skateboarders and illustrates the components the community would like to have included in the final design.

- (a) This concept represents a cast-in-place concrete park.

D2.5.1 The Skateboard Park concept is shown on the drawings:

- (a) SK01: Concept Sketch 01;
- (b) SK02: Concept Sketch 02;
- (c) SK03: Concept Sketch 03;
- (d) SK04: Concept Sketch 04;
- (e) And SK05: Concept Sketch 05.

D2.5.2 The Skateboard Park concept illustrates the minimum degree of complexity and scale of skate park elements and cast-in-place concrete forms that will be accepted by the City.

- D2.6 The Contractor shall be responsible for refining the preliminary concept in order to design and build a fully, functional cast-in-place concrete skate park which adheres to the technical parameters outlined in this RFP including the following:
- (a) Cast-in-place Concrete
 - (i) The successful Contractor shall be responsible for the structural concrete design and shall provide final concrete design details stamped by a Professional Engineer (Manitoba).
 - (b) Sub-surface Drainage System
 - (i) The successful Contractor shall be responsible for the surface / sub-surface drainage design and shall provide final drainage design details stamped by a Professional Engineer (Manitoba).
 - (c) Skateability
 - (i) A flowing street / transition combination
 - (ii) Sufficient run-up/run-out between obstacles
 - (iii) Variety of street-style obstacles and transition opportunities
 - (iv) Appropriate surfacing/materials (variety)
 - (v) Uniqueness of obstacles
 - (vi) Ability to use all obstacles
 - (d) General Design
 - (i) Site Lines/Relationship to surrounding area
 - (ii) Aesthetic considerations
 - (iii) Contained activity space
 - (e) Layout/Circulation
 - (i) Flow and relationship between obstacles
 - (ii) Reduced conflict possibilities
 - (iii) Variety of "lines"
 - (iv) Universal design considerations
- D2.7 The Work to be done under the Contract shall consist of construction drawing preparation for City of Winnipeg permits, excavation and grading, sub-surface drainage system(s), sub-grade and base preparation, concrete foundations, cast-in-place concrete skatepark, miscellaneous metals and concrete painting.
- D2.8 The major components of the Work are as follows:
- (a) Construction Drawing package to be stamped by a Professional Engineer (Manitoba);
 - (b) Excavation and rough grading of skatepark area;
 - (c) Rough Grading of new skateboard park area;
 - (d) Sub-Grade drainage and Base Preparation;
 - (e) Supply and Installation of Cast-in-place concrete flat surfacing;
 - (f) Supply and Installation of Cast-in-place concrete transition ramps;
 - (g) Supply and Installation of Cast-in-place concrete banks;
 - (h) Supply and Installation of Cast-in-place concrete stairs;
 - (i) Supply and Installation of Steel Railings;
 - (j) Supply and Installation of Steel edging;
 - (k) Supply and Installation of sub-surface drainage system(s);
 - (l) Concrete Painting;
 - (m) Possible provision for future lighting/electrical (provide conduit).

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) " **ASTM**" means American Society for Testing of Materials.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is Scatliff + Miller + Murray, represented by:

Mr. Bob Somers
1120-201 Portage Avenue
Winnipeg, MB
R3B 3K6

Telephone No.: 204-927-3444
Email address: bsomers@scatliff.ca

D4.2 Before commencement of Work, Bob Somers will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4.3 Bids Submissions must be submitted to the address in B8.

D5. CONTRACTOR'S SUPERVISOR

D5.1 Further to C6, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.

D5.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2.1 Further to C5, Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D6.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D7. NOTICES

D7.1 Notwithstanding C23.2.2, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following:

The City of Winnipeg
Attn: Chief Financial Officer
Office of the Chief Administrative Officer
Susan A. Thompson Building
2nd Floor, 510 Main Street
Winnipeg MB R3B 1B9

D7.2 Bids Submissions must not be submitted to this address. Bids must be submitted in accordance with B8.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 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.

D9. SAFE WORK PLAN

D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm> .

D10. INSURANCE

D10.1 The Contractor shall provide and maintain the following insurance coverage:

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

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, referencing the Bid Opportunity number and/or the Scope of Work D2 and Specifications PART E - to be performed, in a form satisfactory to the City Solicitor, at least two (2) Business Days

prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

- D10.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D10.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D11. PERFORMANCE SECURITY

- D11.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), 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.
- D11.1.1 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.
- D11.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award and prior to the commencement of any Work on the Site.

D12. SUBCONTRACTOR LIST

- D12.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D13. DETAILED WORK SCHEDULE

- D13.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site.
- D13.2 Detailed Work Schedule shall consist of the following dates:
- (a) Start date;
 - (b) Excavation for skateboard park;
 - (c) Rough Grading;
 - (d) Installation of sub-surface drainage;
 - (e) Installation of land drainage sewer connection;
 - (f) Installation of concrete foundations;
 - (g) Installation of concrete flatwork;
 - (h) Installation of soil and sod; and

- (i) Expected completion.

D13.3 Other milestone dates appropriate to this project should also be included to make the Contract Administrator aware of them.

SCHEDULE OF WORK

D14. COMMENCEMENT

D14.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D14.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D9;
 - (iv) evidence of the insurance specified in D10;
 - (v) the performance security specified in D11;
 - (vi) the Subcontractor list specified in D12; and
 - (vii) the detailed work schedule specified in D13.
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- (c) The Contractor has provided a written schedule of work outlining dates and duties to be performed.

D14.3 Project work shall commence within 7 Calendar Days of award.

D14.4 The City intends to award this Contract by April 27, 2018.

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

D15. SUBSTANTIAL PERFORMANCE

D15.1 The Contractor shall achieve Substantial Performance by September 1, 2018.

D15.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D15.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D16. TOTAL PERFORMANCE

D16.1 The Contractor shall achieve Total Performance by September 15, 2018.

D16.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D16.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D17. LIQUIDATED DAMAGES

D17.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City five hundred dollars (\$500) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.

D17.2 The amount specified for liquidated damages in D17.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.

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

D18. SCHEDULED MAINTENANCE

D18.1 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

CONTROL OF WORK

D19. JOB MEETINGS

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

D19.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

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

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

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

D21.1 Further to B14.5, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B14.5.

D22. PLANT AND MATERIALS

- D22.1 Plant and Material that is the property of the City shall not be removed from the Site, disposed of or used except for the purposes of the Work without the prior consent of the Contract Administrator.
- D22.2 The Contractor shall keep such records of all Plant and Material supplied or placed in the care, custody and control of the Contractor by the City as the Contract Administrator may from time to time require and shall satisfy the Contract Administrator, when requested, that such Plant and Material are at the place and in the condition required by the City.

D23. SAFETY

- D23.1 Further to C6, the Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D23.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D23.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work.
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (f) fire hazards in or about the Work are eliminated;

D24. SITE CLEANING

- D24.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.
- D24.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.
- D24.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

D25. INSPECTION

- D25.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D25.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if

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

D26. DEFICIENCIES

D26.1 Further to C11, the Contract Administrator may order the Contractor to alter or improve his methods, to increase or improve his Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:

- (a) the Work is not being, or will likely not be, performed satisfactorily; or
- (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

D26.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C18.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.

D26.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.

D26.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D26.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

MEASUREMENT AND PAYMENT

D27. PAYMENT

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

D28. PAYMENT SCHEDULE

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

WARRANTY

D29. WARRANTY

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

FORM H1: PERFORMANCE BOND
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

RFP NO. 180-2018

DESIGN AND CONSTRUCTION OF A SKATEBOARD PARK – VICTORIA JASON PARK

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

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

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

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

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

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

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)
(See D11)**

(Date)

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

RE: PERFORMANCE SECURITY – RFP NO. 180-2018

DESIGN AND CONSTRUCTION OF A SKATEBOARD PARK – VICTORIA JASON PARK

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

(Name of Contractor)

(Address of Contractor)

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

Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
	Table of Contents
CW 1110	General Instruction
CW 1120	Existing Services, Utilities and Structures
CW 1130	Site Requirements
CW 2160	Concrete Underground Structures and Works
CW 3110-R12	Sub-Grade, Sub-Base and Base Course Construction
CW 3120-R3	Installation of Sub Drains
CW 3170-R3	Earthwork and Grading

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
L01	Extents of Work
C01	Catch Basin Installation Concept Drawing
SK01	Concept Sketch 01
SK02	Concept Sketch 02
SK03	Concept Sketch 03
SK04	Concept Sketch 04
SK05	Concept Sketch 05

E2. HAZARDOUS MATERIALS

- E2.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.

E3. EXISTING SERVICES AND UTILITIES

- E3.1 No responsibility will be assumed by the City for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface; the City shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.

E4. ACCESS TO SITE

- E4.1 Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at his/her own expense and approved by the Contract Administrator.
- E4.2 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and he/she shall be responsible for all damage resulting from his/her Work on private property.

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

- E5.1 Further to C6.12, 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.
- E5.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.
- E5.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.
- E5.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.
- E5.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.
- E5.6 The Contractor and Sub-contractors must be fully aware of all Work involving hazardous materials. All Work must be performed in compliance with the Manitoba Department of Labour Workplace 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.

E6. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY

- E6.1 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing trees, shrubs, sod, pavements, streets, roads, boulevards, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the Site of the Work. For all damage incurred in the performance of the Work (either directly or indirectly), the Contractor shall either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to City of Winnipeg Contract Administrator, and the cost of which shall be borne entirely by the Contractor. The Contractor shall also indemnify and save harmless the City from all claims made directly or indirectly against it in respect to any such damage.
- E6.2 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing park trees within the limits of the construction area:
- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment within 2 metres of trees.
 - (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2400 wood planks, or suitable protection as approved by the Contract Administrator.
 - (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.

- (d) Operation of equipment within the drip line of the trees shall be kept to a minimum required to perform the Work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the drip lines of trees. The drip line of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.

E6.3 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his/her designate.

E6.4 No separate measurement or payment will be made for the protection of trees.

E7. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT

E7.1 Further to CW 1130, the Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress is maintained to private properties while he/she is working near them. Any damage caused by the negligence of the Contractor or his/her Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by him at his/her own expense, to the satisfaction of the Contract Administrator.

E7.2 Ambulance/ Emergency vehicle access must be maintained at all times.

E8. PROTECTION OF THE SURVEY INFRASTRUCTURE

E8.1 Notwithstanding clause 4 "Persons and municipalities to protect Outline Monuments"; under [The Surveys Act](#), of Manitoba, the Contractor shall be responsible to protect the Survey Infrastructure from damage as a result of the Work.

E8.2 Further to C6.26 (g), at least 72 hours prior to the commencement of the On-Site Work the Contractor shall contact the City of Winnipeg, Geomatics Services Branch at 204-918-1360 (8:00 am to 4:00 pm Monday to Friday, excluding holidays) to obtain underground clearance. Geomatics Services will locate and mark all known outline survey monuments and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.

E8.3 Where a survey post, bar or control monument lies in the line of the proposed Work and must be disturbed, the Contractor shall provide the Contract Administrator with 48 hours' notice to permit referencing for future replacement, at no cost to the Contractor. Failure to provide the specified notice shall result in the Contractor paying for all costs associated with replacing or relocating the disturbed outline survey monuments and geodetic control monuments. Survey monuments and geodetic control monuments at or adjacent to the Site, not in the line of the proposed construction that are damaged or disturbed by the Contractor shall be replaced or relocated by the City or its agent and all associated costs shall be paid for by the Contractor.

E8.4 An approximate estimate of the cost to restore a legal survey monument is \$1,000 per bar and \$3,000 per control monument. Contractors shall ensure their landscaping and other subcontractors are aware of this clearance procedure and the potential restoration costs. Where possible, amounts owed to the City in accordance with the above will be deducted from payments to be made by the City to the Contractor.

E9. SITE ENCLOSURES

E9.1 Temporary Site enclosures, as determined necessary at the pre-construction meeting, shall be erected and maintained as required for the duration of the construction period.

E9.2 Site enclosures shall be considered incidental to the Contract Work.

E10. PRODUCT APPROVALS

- E10.1 The Contractor shall, following award, prepare a complete list of all material to be used on the project and submit the list to the Contract Administrator seventy-two (72) hours prior to start of construction.
- E10.2 The Contractor shall only use material which has been approved by City of Winnipeg or by the Contract Administrator. The list shall provide the product, the manufacturer and the supplier.
- E10.3 All Workmanship and materials furnished and supplied under this Specification are subject to close and systematic inspection and testing by the Contract Administrator. The contract Administrator reserves the right to reject any materials or Works which are not in accordance with the requirements of the Specifications.
- E10.4 The Contractor shall wholly be responsible for the supply, safe storage, and handling of all materials set forth in this specification, and the control of all operations, incidental thereto notwithstanding any inspection or approval that may have been previously given.

E11. REMOVALS

- E11.1 Description
- E11.1.1 This Specification is supplemental to City of Winnipeg Construction Specifications CW 3010-R4 and CW 3110-R19.
- E11.1.2 The Work to be done by the Contractor under this Specification shall include the furnishing of 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 shown on the Drawings and as herein specified.
- E11.1.3 Work shall include, but not necessarily confined to, the following:
- (a) Stockpile suitable, approved material on site for reuse (clean topsoil, clay fill and gravel fill) in a secure location. Remove and legally dispose of unsuitable material. Stockpile location to be restored to original condition following removal and re-use of material;
 - (b) Remove and legally dispose of existing asphalt and skateboard park components as per drawing L01.
- E11.2 Construction Methods
- E11.2.1 The Contractor shall remove asphalt and skateboard park components as shown on Drawing L01.
- E11.2.2 Contractor to ensure edge of asphalt along basketball court is saw-cut to ensure a clean line.
- E11.2.3 The Contractor shall strip existing sod in area as shown on Drawing L01 and legally remove from Site and/or Stockpile based on the direction of the Contract Administrator.
- E11.2.4 The Contractor shall ensure that upon completion of the removal operations, the Site is left in a neat condition free from debris, etc. for approval by the Contract Administrator prior to placing clean fill.
- E11.2.5 The Contractor and all sub-contractors shall examine the Site and make themselves familiar with the existing conditions and the nature of the Work to be done.
- E11.2.6 Prevent damage to surface or underground utility lines which are to remain. Make good any damage.
- E11.2.7 All extraneous materials to be removed from the Site and disposed of in a safe and legal manner. This specification shall amend and supplement the City of Winnipeg Standard Construction Specifications CW 3110-R19.

E11.2.8 Disposal of material shall be understood to mean the hauling of all unsuitable material from the Site and the unloading in a legal manner acceptable to the Contract Administrator. If arrangements are made in advance excavated material may be disposed of on Site at a location designated by the Contract Administrator.

E11.2.9 Contractor must coordinate with the Contract Administrator for a site inspection to ensure all removals have occurred.

E11.3 Method of Measurement and Basis of Payment

E11.3.1 Contractor is advised that all Work under this section is incidental to the unit prices bid for Item 2 "Construction of Skateboard Park" as shown on Form B: Prices. No separate payment shall be made.

E12. EARTHWORK AND GRADING

E12.1 General Description

E12.1.1 This Specification shall amend and supplement CW 3110-R11 and CW 3170-R3.

E12.1.2 The Work to be done by the Contractor under this Specification shall include the furnishing of 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 shown on the Drawings and as herein specified.

E12.1.3 Work shall include, but not necessarily confined to, the following:

- (a) Excavation of skateboard park area to develop rough grade for new skateboard park development;
- (b) Saw cut asphalt at new skateboard park extents;
- (c) Volume of material excavated from skateboard park based on an excavation depth of 900mm for the maximum area allotted to skateboard park development;
- (d) Supply and install imported fill in to meet earthwork requirements as shown on drawings;
- (e) Excavate, remove and legally dispose of unsuitable subgrade material.
- (f) Volume of clean fill to be imported dependent on final skateboard park design elevations and grades

E12.2 Materials

E12.2.1 All fill materials shall conform to CW 3170.

E12.3 Construction Methods

E12.3.1 The Contractor shall construct the Site, within the limits indicated, to the design elevations and gradients noted on the Drawings (less the appropriate surface treatment depths specified) and shall excavate, remove and dispose of all unsuitable materials of whatever nature encountered.

E12.3.2 Excavated or graded materials to be approved before use as fill for grading Work. Protect such approved material from contamination. Stockpile in approved locations. Protection and stockpiling are incidental to unit price bid for removals, excavation and rough grading.

E12.3.3 The Contractor and all sub-contractors shall examine the Site and make themselves familiar with the existing conditions and the nature of the Work to be done.

E12.3.4 Prevent damage to surface or underground utility lines which are to remain. Make good any damage.

E12.3.5 Except for drainage swales, berms and embankments indicated, the design gradient for all other areas shall be considered to be straight grade between the design elevations shown.

Changes in grade at swales, berms, embankments and field shall be gently contoured as directed by the Contract Administrator to provide future ease of grass mowing operation.

- E12.3.6 In fill areas, where the difference between the existing grade elevation and the design elevation is less than 300mm the Contractor shall scarify the existing ground to a minimum depth of 150mm prior to placement of any fill.
- E12.3.7 Final grade established should ensure standing water does not collect. Minimum 1% grade should be established on soft surfaces.
- E12.3.8 No direct payment will be made for placing and grading of existing fill as all costs for this Work is incidental to the unit price bid for excavation, rough grading and grading.
- E12.3.9 Construct berms, sloped areas using excavated clay material (from site excavations or imported as required) free from roots, muskeg, organic or cohesive matter, building debris, waste materials, rubble, rubbish, frozen portions, soluble materials and rocks larger than 25mm (1") in diameter and capable of sustaining plant and seed growth. Compact to 95% S.P.D. in 150mm (6") lifts.
- E12.3.10 Prior to placing fill over existing ground, scarify surface to depth of 150mm. Maintain fill and existing surface at approximately the same moisture content to facilitate bonding.
- E12.3.11 The Contractor shall construct all subgrades using sheep's foot or other suitable compaction equipment as approved by the Contract Administrator to achieve a minimum compaction of 98% Standard Proctor Density below all paved areas (asphalt, concrete, stone chip and limestone paving), and 90% Standard Proctor Density in all other areas disturbed under this Contract unless otherwise indicated
- E12.3.12 The Contractor shall excavate to the design grades shown less the appropriate allowance for surface treatment and shall excavate, remove and dispose of all unsuitable materials of whatever nature encountered.
- (a) The Contractor shall construct the sub-grade surface to the following depths below the finished grades for each area:
- | | |
|-------------------------------|-------------------------|
| (i) Concrete Walkway | 275 mm |
| (ii) Crushed Granular Path | 200 mm |
| (iii) Sod | 100 mm |
| (iv) Concrete Skateboard Park | As per Stamped drawings |

E12.4 Method of Measurement and Basis of Payment

- E12.4.1 Contractor is advised that all Work under this section is incidental to the unit prices bid for Item 2 "Construction of Skateboard Park" as shown of Form B: Prices. No separate payment shall be made.

E13. GENERAL COMMENTS

- E13.1 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other items necessary for and incidental to the satisfactory performance and completion of all Work as shown on the Drawings and as herein specified.
- E13.2 The Skatepark Contractor shall be responsible for the final layout of the entire skatepark development and must review the layout on site with the Contract Administrator prior to any construction activity
- E13.2.1 The Skatepark Contractor shall submit construction drawings complete with stamp from Professional Engineer registered to practice in Manitoba to Contract Administrator prior to any site construction activities.
- E13.2.2 The Skatepark Contractor shall be prepared to provide proof of grading, as required by the Contract Administrator.

- E13.2.3 This work to be coordinated with other Contractor(s) responsible for the construction of play areas and related site works.
- E13.2.4 The coordination and timing of skatepark development (including excavation, supply and installation of concrete, steel edging, rails, etc...), to be coordinated at the pre-construction meeting.
- E13.3 The Contractor shall obtain all approvals required to conduct work described herein.
- E13.4 The skatepark shall be installed in the area as shown on the attached Drawings.
- E13.4.1 The proposed design should not necessarily fill the entire available area. Area as shown is the maximum available, not the optimal area.
- E13.5 Victoria Jason Park – Skateboard Park:
- (a) Cast-in-place concrete flat surfacing;
 - (b) Cast-in-place concrete transition ramps;
 - (c) Cast-in-place concrete banks;
 - (d) Cast-in-place stairs;
 - (e) Steel Railings;
 - (f) Steel edging;
 - (g) Land Drainage System;
 - (h) Concrete Painting;
 - (i) Provision for future lighting/electrical (provide conduit);
- E13.6 Components which are unacceptable are the following:
- (a) Pre-fabricated skatepark components;
 - (b) Asphalt surfacing;
 - (c) Granular surfacing;

E14. MANDATORY SKATEBOARD PARK ELEMENTS / FEATURES

- E14.1 The Bidders are advised that the submitted Bid Price shall include the following mandatory skateboard park elements / features in the final design:
- (a) Below grade, street-style park which shall include typical street paint markings and street signs;
 - (b) Two (2), well-defined, and “cool” entry areas which relate to surrounding areas as shown on drawings;
 - (c) Minimum one (1) mini ramp;
 - (d) Minimum one (1) quarter pipe;
 - (e) Minimum one (1) “taco transition”;
 - (f) Minimum one (1) wallride or channel;
 - (g) Minimum one (1) bank-to-ledge;
 - (h) Minimum one (1) ledge / manual pad, 0.3m (1ft) height;
 - (i) Minimum combination of three (3) other ledges, gaps, stairs, rails or obstacles.
 - (j) Incorporate required Catch basin(s) into concept;
 - (k) Multi-purpose concrete elements that may be used for either “skating” or “spectating”;
 - (l) Locating the skate park rules and regulation signage (supply and install by others);

- (m) Use of Durable Materials:
 - (i) Provision to reduce damage from both BMX and Skateboards;
 - (ii) Low Maintenance finishes;
 - (iii) Uses durable/tamper-resistant materials; and
 - (iv) Universal design in access to, use of and viewing of the site.

E15. SKATEPARK BASE PREPARATION

E15.1 General Description

- (a) Further to CW 3170-R3 and CW 3110-R9, this specification shall cover the base preparation for the Skateboard park.

E15.2 Related Work

- (a) Earthwork Grading as specified in E12
- (b) Sub-surface drainage systems as specified in E16.

E15.3 Materials

- (a) Geotextile: CW 3130-R1
- (b) Sub-Base: 50mm clean stone
- (c) Base: 18mm clean stone
- (d) Rigid Insulation: Type III and IV Polystyrene / XPS

E15.4 Geotextile Installation

- (a) A layer of geotextile shall be placed over top of the stripped and compacted subgrade.
- (b) Installation should follow manufacturer's guidelines, with care to protect against tears, folds or wrinkles in the fabric.

E15.5 Base Installation

- (a) Base materials are to be compacted to 95% Standard Proctor Density.
- (b) Work is to be coordinated with the installation of the sub-surface drainage system.

E15.6 Method of Measurement and Basis of Payment

- (a) The Contractor is advised that all Work under this section is incidental to the unit prices bid for Item 2 "Construction of Skateboard Park" as shown of Form B: Prices. No separate payment shall be made.

E16. SUB-SURFACE DRAINAGE SYSTEMS

E16.1 General Description

- (a) Further to drawing C01 "Victoria Jason Skatepark Catch Basin Installation", drainage systems shall be in accordance with these Specifications.
- (b) Further to CW 3120-R1, this specification shall cover the sub-surface drainage systems:
 - (i) The Skateboard Park perimeter drain system.
 - (ii) The Skateboard Park catch basin system.
- (c) This Work shall consist of providing and placing drainage systems as shown on the Final Design Drawings. The drainage systems shall be in accordance with these Specifications and in reasonably close conformity with the locations and dimensions as shown on the approved plans. The quantities of drainage system materials as shown may be increased or decreased at the discretion of the Contract Administrator based on actual Site conditions

that occur during construction. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the Work.

E16.2 Materials

- (a) Skateboard Park Perimeter Drain Pipe
 - (i) 100mm diameter Big "O" perforated drain pipe complete with filter sock.
- (b) Catch Basins
 - (i) All drain covers in skateboard park to have no openings greater than 10mm, and be of exterior grade quality, set flush with concrete surface, including exterior grade caulking to prevent moisture getting below concrete slab.
 - (ii) NDS 300mm catch basin complete with 150mm risers and universal outlets as required, or approved substitute in accordance with B7.
- (c) Outlet Pipe
 - (i) Pipe for drain outlets shall be 150mm diameter high density polyethylene (HDPE) pipe, non-perforated.
- (d) Backfill for Trenches
 - (i) Backfill for perimeter drain shall be 10mm clean pea stone.

E16.3 Methods

- (a) The layout of the sub-drain systems are to be marked on Site by contractor and approved by the Contract Administrator.
- (b) Drain Systems
 - (i) Drainage systems are to be installed as shown on the Final Design Drawings and as per CW 3120-R1.
 - (ii) Work is to be coordinated with base preparation for Skateboard Park.
- (c) Catch Basin Drain System
 - (i) Catch Basins are to be installed as per Drawings.
 - (ii) Grate is to be set flush with adjacent finished concrete.
- (d) Connections to Existing Catch Basins
 - (i) Drainage systems are to connect to existing catch basins on Site as indicated on Drawings.
 - (ii) The connections to existing catch basins are as per CW 3120-R1.

E16.4 Method of Measurement and Basis of Payment

- E16.4.1 The Contractor is advised that all Work under this section is incidental to the unit prices bid for Item 3: "Construction of LDS Connection" as shown of Form B: Prices. No separate payment shall be made.

E17. CONCRETE WORK

E17.1 General Description

- (a) Further to CW 3310-R10, this specification shall cover the supply and installation of concrete for the construction of the Skateboard Park.

E17.2 Reference Standards

- (a) All concrete Work shall be to The City of Winnipeg Standard Construction Specifications and the following:
 - (i) CAN3-CSA A23.1 "Concrete Materials and Methods of Concrete Construction", latest edition.
 - (ii) CAN3-CSA A23.2 "Method of Test for Concrete", latest edition.

- (b) Where discrepancies may occur between Drawings, Specifications and Standards, the highest quality specification shall apply.

E17.3 Mix Designs

- (a) Contractor is to submit mix design to Contract Administrator for approval a minimum of one week prior to the first pour.

E17.4 Sample Panels

- (a) Test panels for concrete Work will be required prior to authorization for general concrete work within the Skateboard Park.
- (b) The contractor may choose to construct the test panel within the Contract area but may be required to remove the Work if it does not meet specification for shape and finish.
- (c) The Contractor may choose to construct a smaller panel outside of the Contract area for the purpose of review and approval only.
 - (i) Obtain approval of Contract Administrator for test sections.
 - (ii) Prepare a representative test section of each finish on site in an inconspicuous location, at least one square meter.
 - (iii) The test section must be produced by the same workers who will complete the work.
- (d) The Contract Administrator will utilize a 3m straight edge or other specified device to check for consistent shape over the entire panel. An approved radius template, supplied by the Contractor, will be used to check the shape of the toe of banks. Areas showing irregularities in the finish surface exceeding 3mm shall be removed and replaced by the Contractor. Grinding or rub finishing are not permissible methods of remedying irregularities.

E17.5 Materials

- (a) Materials are to comply with CSA A23.
- (b) Cement: Type 10 - Normal Portland cement.
- (c) Aggregates: CW 3310-R10
- (d) Additives: CW 3310-R10.
- (e) Reinforcement: as per Engineer's specifications.

E17.6 Formwork

- (a) Forms shall be so constructed that the finished concrete will conform to the shapes, lines grades and dimensions shown on the Drawings.
- (b) Formply plywood shall be used for exposed concrete surfaces.
- (c) Walls shall be formed using plastic cone ties. All ties shall be arranged in symmetrical, aligned vertical and horizontal rows. They shall be so arranged that when the forms are removed, no ties shall be within 25mm of any exposed surface. Wire ties may be permitted only on light work and shall not be used through surfaces where discolouration will be objectionable. All wall reinforcing shall be continuous at corners and intersections. Corner bars or hooks shall be used.
- (d) All cracks and holes are to be plugged, taped and sealed in forms to withstand pressure and remain watertight.
- (e) Forms are to be designed to permit removal without damage to finish.
- (f) Formwork is to be cleaned and conditioned before each use. Damaged forms are not permitted.
- (g) After removal of plastic cone ties, tie ends are to be treated with rust inhibitive coating. Cement plugs are to be recessed to uniform depth, taking care not to damage surrounding edge of concrete.

- (h) Lumber used in forms shall be free from warp. For any exposed surfaces, it shall be dressed to a uniform width and thickness and be free from loose knots, decay or other defects. For unexposed surfaces and rough work, undressed lumber may be used if means are taken to prevent leakage.
- (i) The inside of forms shall be coated with non-staining mineral oil or other approved liquid or thoroughly wetted (except in freezing weather). Where oil is used, it shall be applied before the reinforcement is placed.
- (j) Care is to be taken to ensure that forms do not become dried and warped before concrete is deposited. Before concrete is placed, forms and reinforcement shall be checked and approved by the Contract Administrator.
- (k) Forms shall not be disturbed until the concrete has adequately hardened. Forms are to be removed in a regular sequence of elapsed time between pour and removal so as to maintain colour consistency.
- (l) All exposed edges of concrete shall have a 25mm radius.

E17.7 Shaping Templates

- (a) The shape of the skate-able features is critical to the success of the facility.
- (b) All wooden templates must be prepared in a controlled environment to ensure accuracy and prevent warping. Templates must be approved through shop drawings and numbered to relate to the contract drawings for ease of assembly on site.

E17.8 Workmanship

- (a) The Skateboard Park shall be constructed in accordance with the Final Design Drawings approved by a Professional Engineer (Manitoba). Finishing shall produce a first class, smooth surface, free from irregularities or imperfections greater than 3mm from specified surface finishes.
- (b) Curved and flat surfaces are to be screeded using accurately cut screed boards and templates in accordance with Drawing sections.
 - (i) Screeds and templates are to be reinforced and of manageable size to avoid distortion.
- (c) Formed surfaces shall be inspected for defects immediately after removal of formwork. The Contract Administrator will utilize a 3m straight edge or other specified device to check for consistent shape. An approved radius template, supplied by the Contractor, will be used to check the shape of the toe of the bank. Areas showing irregularities in the finish surface exceeding 3mm shall be removed and replaced by the Contractor. Grinding or rub-finishing are not permissible methods of remedying irregularities.

E17.9 Tolerances for Concrete

- (a) Variations from level or plumb of wall and slab surfaces:
 - (i) Plus or minus 3mm over 3m distance for all banks and slabs. Level and true concrete panels are extremely important to the safety and 'ride-ability' of the Skateboard Park.
- (b) Variation in thickness of slabs and walls:
 - (i) Plus or minus 6mm.

E17.10 Tolerances for Reinforcing

- (a) Shear and bending tolerance:
 - (i) Straight bars: plus or minus 25mm.
 - (ii) Stirrups, ties or spirals: plus or minus 12mm.
 - (iii) Bents bars – length: plus or minus 12mm.
- (b) Placing tolerance:

- (i) Place within 6mm with respect to concrete thickness and center to center spacing.

E17.11 Joints

- (a) Joints are to conform to Final Design Drawings unless otherwise indicated.
- (b) Saw cuts shall be completed when concrete has sufficiently hardened that cutting can be performed without damaging slabs.
- (c) Expansion joints shall be installed around catch basins and along vertical elements such as walls and ledges.

E17.12 Concrete Pouring

- (a) Typically the Skateboard Park concrete is placed in individual panels and segments to suit the designed, compound surfaces. These are placed in 'leap frog' fashion, allowing 5-7 days for maximum shrinkage to take place before placing intermediate segments.
- (b) Drainage slopes must be planned with care from base of banks, stairs and other elements to drain to edge of skate plaza or to drains.
- (c) When pouring ensure that concrete is mixed and vibrated well along all edges and formwork.

E17.13 Curing and Protection

- (a) Slabs shall be kept moist for at least 7 consecutive days after placing unless otherwise approved by the Contract Administrator.
- (b) All concrete shall cure for 28 days prior to allowing any traffic. Protective barriers are to be installed to prevent traffic into the Skateboard Park. Refer to E9.

E17.14 Winter Concrete

- (a) Not permitted.

E17.15 Finishing Surfaces

- (a) Smooth Finish
 - (i) Concrete finish for banks, ledges and walls shall be a hard trowel finish (12 passes) to produce a smooth, dense surface with no irregularities. Smooth finish is to be non-textural with no exposed aggregate. Flat slabs are to be power troweled.
 - (ii) For both hand and power troweled surfaces, on Site test panels are to be done prior to start to establish acceptance and criteria for Skateboard Park standards.
- (b) Broom Finish
 - (i) Broom finish with a trowel edge shall be used only on non-skateable surfaces. A light broom finish is to be used on stair treads only.
- (c) All exposed horizontal concrete edges must be capped suitably to reduce damage due to skateboards and BMX pegs.
- (d) All edges shall be rounded with a 25mm radius rounding tool unless shown differently on Drawings.
- (e) Concrete surfaces are to be complete and tight against steel grind edges. Proper coping protection to prevent concrete build-up on steel surfaces must be maintained at all times.
- (f) All steel inserts are to be grouted in strict conformance with grout manufacturer's printed instructions.
- (g) Prior to final completion of concrete elements, dress all areas with dressing stone and grinder as directed by Contract Administrator. This will include slab surfaces, edges, control and construction joints, and walls.
- (h) Concrete painting
 - (i) Use paint only approved for exterior concrete use, as required.

E17.16 Method of Measurement and Basis of Payment

E17.16.1 The Contractor is advised that all Work under this section is incidental to the unit prices bid for Item 2: "Construction of Skateboard Park" as shown of Form B: Prices. No separate payment shall be made.

E18. MISCELLANEOUS METALS

E18.1 General Description

(a) This specification shall cover the supply and installation of miscellaneous metal Work including steel grind rails and edges.

E18.2 Workmanship

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

E18.3 Reference Standards

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

E18.4 Submittals

- (a) Samples of any component, requested by the Contract Administrator, shall be submitted prior to fabrication.
- (b) Shop Drawings shall be submitted for grind rails and grind edges. All dimensions are to be verified prior to fabrication.

E18.5 Materials

- (a) Unless detailed or specified otherwise, standard products will be acceptable if construction details and installation meet the intent of the Drawings and Specifications in the opinion of the Contract Administrator.
- (b) All steel to be graded appropriately for heavy use, a zinc rich primer to be used, and repainted once on installed and welds and joints are prepared free of mill scale and other imperfections.
- (c) Work is to be free from defects which impair the strength or durability or which are visible. Work is to be new or best quality, and free from rust, waves or buckles.
- (d) Fasteners: Unless otherwise specified, provide fasteners as follows:
 - (i) Steel anchor bolts to conform to ASTM A307.
 - (ii) Steel bolts and lag screws to conform to ASTM A325.

E18.6 Fabrication

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

E18.7 Installation

- (a) As per Final Design Drawings.

- (b) Install Work plumb, true, square, level, straight, and accurately and tightly fitted together and to surrounding Work.
- (c) Smooth all cut edges and weld joints prior to final painting and ensure that all steel is free from burrs, cracks, defects and other imperfections.

E18.8 There will be no separate measurement and payment for supply and installation of miscellaneous metals for the Skateboard Park. All Work shall be considered incidental to this specification.

E18.9 Method of Measurement and Basis of Payment

E18.9.1 The Contractor is advised that all Work under this section is incidental to the unit prices bid for Item 2: "Construction of Skateboard Park" as shown of Form B: Prices. No separate payment shall be made.

E19. JOINT SEALANT

E19.1 General Description

- (a) Further to CW 3310-R10, this specification shall cover the supply and installation of joint sealants for concrete.

E19.2 References

- (a) Conform to CAN2-19.13-M82.

E19.3 Submittals

- (a) Provide samples of manufacturer's product brochures and product names, range of colours in each type of sealant for selection by Contract Administrator.

E19.4 Warranty

- (a) Promptly correct, at no expense to City, any defects or deficiencies which become apparent within warranty period. Defects shall include, but shall not be limited to, sag and failure in adhesion or cohesion, air and moisture leakage, hardening, running, sagging, change of colour, crumbling, melting, bubbling, and staining of adjacent materials.

E19.5 Environmental Conditions

- (a) Do not apply any sealant at ambient temperatures below 5°C without consulting manufacturer and obtaining Contract Administrator's approval. Apply only to completely dry surfaces.

E19.6 Materials

- (a) All sealants utilized in the sealant system shall be compatible.
- (b) Provide sealant formulation recommended by the manufacturer for the type of joint, substrate and service conditions applicable.
- (c) Colours: charcoal/grey so as to blend with surround concrete features.
- (d) Sealant Type A: Multi-component, polyurethane base, chemical curing, CAN2-19.24-M80, Dymeric by Tremco Ltd., 220 Wicksteed Ave., Toronto, (416) 421-3300, or approved substitute in accordance with B9.
- (e) Sealant Type B: Self-levelling, multi-component, polyurethane base, chemical curing, THC-900 and THC 900 Joint Primer by Tremco Ltd., 2200 Wicksteed Ave., Toronto, (416) 421-3300, or approved substitute in accordance with B9.
- (f) Sealant Backing: Extruded, foamed, closed cell, round, polyethylene urethane, neoprene or vinyl rod, 30% greater diameter than joint width, with Shore 'A' hardness of 20 and 830 – 900 KPa tensile strength, and manufactured especially for the purpose.

- (g) Expansion Joint Filler: Preformed PVC closed cell, Rodofam by Sternson Canada Limited, or approved substitute in accordance with B9.
- (h) Joint Primer: As recommended by sealant manufacturer for type of surface being primed.

E19.7 Preparation

- (a) Clean joints and spaces which are to be sealed and ensure that they are dry and free of dust, loose mortar, oil, grease and other foreign material. Clean ferrous metals of all rust, mill scale and foreign materials by wire brushing, grinding or sanding.
- (b) Wipe all metal surfaces to be sealed, except pre-coated metals, with cellulose sponges or clean rags soaked with ethyl alcohol, ketone solvent, xylol or toluol and wipe dry with clean cloth. Where joints are to be sealed with silicone based sealants clean joint with methylethyl-ketone (MEK) only. Clean pre-coated metals with solutions or compounds which will not injure finish and which are compatible with joint primer and sealant. Check that ferrous metal surfaces are painted before applying sealant.
- (c) Examine joint sizes and correct to achieve proper width/depth ratio and as per drawings:
 - (i) 6 mm x 6 mm minimum joint size
 - (ii) 6 mm to 12 mm depth shall equal width
 - (iii) 12 mm to 50 mm depth equal 1/3 of width or 12 mm whichever is less
- (d) Install joint backing or apply bond breaker tape to achieve correct joint depth.
- (e) On horizontal traffic surfaces, support joint filler against vertical movement which might result from traffic loads, including foot traffic.
- (f) Where surfaces adjacent to joints are likely to become coated with sealant during application, mask them prior to priming and sealing.
- (g) Prime sides of joints, if priming is recommended by sealant manufacturer for type of surface being sealed.
- (h) Check form release agent used on concrete for compatibility with primer and sealant. If they are incompatible inform Contract Administrator and change primer and sealant to compatible types approved by Contract Administrator or clean concrete to Contract Administrator's approval.

E19.8 Application

- (a) Apply sealant using air or hand operated guns fitted with suitable nozzles and equipment approved by sealant manufacturer. Apply in strict accordance with manufacturer's directions and recommendations.
- (b) Apply sealant under pressure to assure good adhesion to sides of joints and to completely fill all voids in joint.
- (c) Form surface of sealant smooth, concave, free from ridges, wrinkles, sags, air pockets and embedded foreign matter.
- (d) Upon completion, remove masking, sealant smears and droppings from adjacent and other surfaces.
- (e) Use one of sealants specified for each type in following locations. Ensure that sealant chosen for each location is recommended by manufacturer for use for conditions encountered.
 - (i) Type A: Vertical joints in exterior concrete surfaces; joints in paving; and all other locations where sealing is required except in locations designated for Type B and except where sealing specified in other Sections.
 - (ii) Type B: Joints in exterior horizontal concrete surfaces.

E19.9 Method of Measurement and Basis of Payment

E19.9.1 The Contractor is advised that all Work under this section is incidental to the unit prices bid for Item 2: "Construction of Skateboard Park" as shown of Form B: Prices. No separate payment shall be made.

E20. FOUNDATIONS

E20.1 General Description

E20.1.1 The Work to be done by the Contractor under this Specification shall include the furnishing of 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 shown on the Drawings and as herein specified.

E20.1.2 All skateboard park elements footings, bases and anchors are to be set in concrete footings or piles to ensure stability and prevent frost heaving. The current Standard Construction Specifications of the City of Winnipeg, CW 2160-R7 - Concrete to be used in Underground Works, is to be utilized in the installation of the concrete works for all below ground components. Refer to Geotechnical investigation and evaluation in Appendix for recommendations and references for structural design.

E20.2 Materials

E20.2.1 The specific concrete requirements shall be as designed by registered Professional Engineer (Manitoba).

E20.3 Installation

E20.3.1 All foundation work to be built as per design by registered Professional Engineer.

E20.4 Method of Measurement and Basis of Payment

E20.4.1 The Contractor is advised that all Work under this section is incidental to the unit prices bid for Item 2: "Construction of Skateboard Park" as shown of Form B: Prices. No separate payment shall be made.

E21. SITE CLEAN UP

E21.1 The Contractor shall, upon the completion of Work each day, load and dispose of all spoiled concrete, reinforcing steel, granular and other material associated with the Works from the Work Site. The Contractor shall secure or remove all of his machinery and equipment at the end of each day from the immediate Work Site. The Contractor will not be permitted to store machinery, equipment, or materials on public roads overnight. Any costs in connection with the above mentioned works are incidental.

E21.2 Unless otherwise specified the Contractor shall restore all areas which have been disturbed by his operations to as good as or better than original condition including removal of all construction debris, repair all vegetation, sod, concrete pavement, concrete curbs, concrete sidewalk and asphalt paving to remain etc. to the satisfaction of the Contract Administrator. Any costs incurred in connection with the above mentioned Work are incidental to unit prices bid under this contract.

E21.3 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all tools, equipment, waste, debris and surplus foundation earth to the satisfaction of the Contract Administrator. Unless otherwise specified, the Contractor shall restore all areas of the Site beyond the established limit of Work, which have been disturbed by the Contractor's operations to as good as or better than the original condition to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this Work.

E21.4 Remaining site work to be completed by separate tender. The Contractor shall ensure that the Contract Administrator is made aware of all schedule and site issues related to overall project completion.

E22. AS-BUILT DRAWINGS

- E22.1 The Contractor shall provide the Contract Administrator As-Built Drawings for the installed skateboard park (DWG format) once Total Performance is attained.