



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 80-2010

**DESIGN AND CONSTRUCTION OF A SKATEBOARD PARK - RED RIVER
COMMUNITY CENTRE**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 DESIGN AND CONSTRUCTION OF A SKATEBOARD PARK - RED RIVER COMMUNITY CENTRE

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 15, 2010.
- 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. OVERVIEW

- B3.1 The City is developing portions of the Red River Community Centre 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;
 - (b) Playground relocation and development;
 - (c) Entry plaza; and
 - (d) Site improvements.
- B3.2 This contract is for the development of a new cast-in-place concrete skateboard facility to provide the local (junior high age and younger) children 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) SP-L1: Extents of Work;
 - (b) SP-L2: Play Area Layout;
 - (c) SP-L3: Grading Plan; and specified herein; rough grading and underground works and services.
- B3.3 The location of the "Skateboard Park" has been selected within the Red River Community Centre property in consideration of:
- (a) The proximity of and the need to work around an underground high voltage Hydro cable running through the site;
 - (b) Proximity of the existing community centre and new playground area;
 - (c) Drainage requirements; and
 - (d) Safety, sightlines and visibility.
- B3.4 The Specifications are intended to inform the Bidder of the general requirements and guidelines that must be adhered to in the preparation of the Proposal itself and in the preparation of the design, clarifying the criteria against which the Proposal will be evaluated and defines the minimal acceptable performance requirements of functional and aesthetic characteristics. As well, it provides standards for construction, which shall help shape the final construction package.
- B3.5 The Skateboard 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, street style skatepark. The concept is based on a fragment of a typical lane, pavement markings and “skateable” elements are: banks, gaps, ledges, small stair sets, railings, loading dock c/w “waste bin”, minimal concrete transitions, planters and benches.
- B3.5.1 The Skateboard Park concept is shown on the drawings:
- (a) SP-C1: Concept Sketch 01;
 - (b) SP-C2: Concept Sketch 02;
 - (c) SP-C3: Concept Sketch 03; and
 - (d) SP-C4 Concept Sketch 04;
- B3.5.2 The Skateboard Park concept illustrates the minimum degree of detail and complexity of skateboard park elements and cast-in-place concrete forms that will be accepted by the City.
- B3.6 The Bidder shall be responsible for refining the preliminary concept in order to design and build a fully, functional cast-in-place concrete skatepark which adheres to the technical parameters outlined in this RFP including the following:
- (a) Cast-in-place Concrete
 - (i) The successful bidder 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 bidder 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) Street-style park
 - (ii) Sufficient run-up/run-out between obstacles
 - (iii) Variety of street-style obstacles
 - (iv) Appropriate surfacing/materials (variety)
 - (v) Uniqueness of obstacles
 - (vi) Ability to use all obstacles
 - (d) General Design
 - (i) Site Lines/Relationship to surrounding play area
 - (ii) Aesthetic considerations (Street/Lane aesthetic)
 - (iii) Contained activity space
 - (e) Layout/Circulation
 - (i) Flow and relationship between obstacles
 - (ii) Reduced conflict possibilities
 - (iii) Variety of “lines”
 - (iv) Legibility of entry/exit related to site
 - (v) Universal design considerations
- B3.7 **Mandatory Skatepark Elements / Features:** Further to B3.6, The Bidders are advised that the submitted Bid Price shall include the following mandatory skatepark 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 three (3) small, stair sets with a maximum four (4) stairs with rail;
- (d) Minimum four (4) rails and / or flat bars of varying heights and lengths and incorporate varying degrees of undulation / straightness;
- (e) Minimum three (3) quarter pipes, 0.9m (3ft) to 1.2m (4ft) height;
- (f) Minimum four (4) boxes of varying lengths and 0.3m (1ft) height;
- (g) Minimum combination of five (5) other ledges, gaps, planters, benches which simulate the "street-style" as per B3.5(a);
- (h) Incorporate required Catch basin(s) into overall street concept;
- (i) Provision for lighting (conduit);
- (j) Multi-purpose concrete elements that may be used for either "skating" or "spectating";
- (k) Locating the skatepark rules and regulation signage (by others);
- (l) Use of a Variety of Appropriate Surfacing in the Design:
 - (i) Minimum two (2) surfaces that are appropriate for skating, walking, spectating;
- (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
- (n) Universal design in access to, use of and viewing of the site.

B4. SITE INVESTIGATION

B4.1 Further to C3.1, the Bidder may view the Site without making an appointment.

B5. ENQUIRIES

B5.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B5.2 If the Bidder finds errors, discrepancies or omissions in the proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B5.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B5.4 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 Bidders by issuing an addendum.

B5.5 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 Bidder who made the enquiry.

B5.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B5 unless that response or interpretation is provided by the Contract Administrator in writing.

B6. CONFIDENTIALITY

B6.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

B6.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:

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

B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

B7.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.

B7.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.

B7.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B21.

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.

B7.10 Notwithstanding B7.2 to B7.9, and in accordance with B10, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B21.1(a).

B8. ADDENDA

- B8.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B8.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B8.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B8.2.2 The Bidder is responsible for ensuring that he 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.
- B8.3 The Bidder 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.

B9. PROPOSAL REQUIREMENTS

- B9.1 A responsive Bidder is one who shall provide the information requested in this RFP. Failure to provide the information requested may result in elimination of the Bidder from consideration.
- B9.2 Proposals
- (a) Are submitted at the Bidder's sole risk and discretion. The City is not responsible for the Bidder's cost of proposal preparation;
 - (b) Received in response to this RFP become the property of the City upon receipt;
 - (c) Delivered to the City after submission deadline will be returned unopened and will not be received; and
 - (d) Will not be opened prior to the submission deadline identified herein.

B10. PROPOSAL SUBMISSION

- B10.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
 - (c) Project Understanding and Methodology (see B14);
 - (d) Relevant Team Experience (see B15);
 - (e) Design Team (see B16);
 - (f) Desirable Skatepark Elements (see B17)
- B10.2 All components of the Proposal Submission shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Proposal.
- B10.3 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B10.3.1 Bidders should submit one (1) unbound original (marked "original") and five (5) copies.
- B10.4 Bidders are advised not to include any information/literature except as requested in accordance with B10.1.

- B10.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B21.1(a).
- B10.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B10.6.1 Samples or other components of the Proposal which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B10.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B10.8 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B11. PROPOSAL

- B11.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B11.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B11.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B11.2.
- B11.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B11.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B11.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B11.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B12. PRICES

B12.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B12.1.1 Notwithstanding C11.1.1, prices on Form B: Prices shall include the Goods and Services Tax (GST) but not the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B12.1.2 Bidders are advised that the maximum budget for this project is four hundred thousand (\$400,000) dollars. Bids that exceed the maximum budget shall be determined non-responsive.

B12.2 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.

B12.3 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.

B12.4 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B13. QUALIFICATION

B13.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder 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.

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

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

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

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

B13.4 Further to B13.3(c), the Bidder shall, within three (3) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the

Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment 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>)

B13.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B13.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14. PROJECT UNDERSTANDING AND METHODOLOGY

B14.1 The Bidder shall provide, in the Bidder's proposal submission, a description of the proposed services to design, build and commission the Work including but not limited to the following:

- (a) Project Understanding and Methodology
 - (i) The Bidder shall provide a description of the Team's understanding of the overall Skateboard park development.
 - (i) Specifics to illustrate the understanding of the project's objectives (including quality assurance and control) and methodology proposed for each stage and tasks of this project.
 - (ii) The development of the Skateboard Park at Red River Community Centre will require a detailed methodology to be followed with respect to meeting the dates outlined in D15 Critical Stages and completing the project.
 - (i) The Bidder shall provide an anticipated schedule to meet the critical and completion dates stated herein.
- (b) Any other information that the Bidder deems pertinent to this Proposal Submission

B15. RELEVANT PROJECT EXPERIENCE

B15.1 The Bidder shall provide a list of three (3) previously completed projects (preferably with photos), similar in nature, scope and value to the work, and three (3) references, in sufficient detail to demonstrate the Bidder's qualification to undertake the Work.

B16. DESIGN TEAM

B16.1 The Bidder shall provide the following information regarding the Design Team

- (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.
- (d) Any other information that the Bidder deems pertinent to this Proposal Submission.

B17. DESIRABLE SKATEPARK ELEMENTS

B17.1 Desirable Skatepark Elements / Features (Non-mandatory): Further to B3.6, the Bidders are advised that the bid price may also include the one or more of the following desirable skateboard park elements / features as part of the final design:

- (a) Mini half-pipe, 0.9m (3ft) to 1.5m (5ft);
- (b) Additional quarter pipes as per mandatory requirements
- (c) Curve Rail(s);
- (d) Central pyramid;
- (e) Additional ramps, boxes, wedges, rails and gaps;
- (f) Additional signage, painting, posts, signs to create a “street-like” feel as per B3.5(a) and the concept drawings;
- (g) Opportunities for shade; and
- (h) Appropriately scaled “street” light(s) and provision for future lighting needs.

B17.1.1 Bidders are advised to submit a written list and/or graphic illustrations of any additional desirable skatepark elements / features (included in the bid price) that will be implemented into the skatepark.

- (a) Bidders are advised that the inclusion of desirable skatepark elements / features as part of the Bidder’s proposal submission will be evaluated more favourably (A maximum of 10 points will be awarded for the inclusion of non-mandatory skatepark elements / features).

B18. IRREVOCABLE OFFER

B18.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

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

B19. WITHDRAWAL OF OFFERS

B19.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B19.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B19.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder’s authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B19.1.3 If a Bidder 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 Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B19.1.3(b), declare the Proposal withdrawn.

B19.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B18.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B20. NEGOTIATIONS

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

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

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

B21. EVALUATION OF PROPOSALS

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

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom:
 - (i) mandatory requirements (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13:
 - (i) mandatory qualifications (pass/fail);
- (c) Total Bid Price 10%
- (d) Project Understanding and Methodology 30%
- (e) Relevant Team Experience 30%
- (f) Design Team 20%
- (g) Desirable Skatepark Elements 10%

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

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

B21.4 Further to B21.1(c) the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B21.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

- B21.4.2 Further to B21.1(c) ,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.
- B21.4.3 Further to B21.1(c), the Award Authority shall reject a Bid as being non-responsive if it exceeds the budget as shown on Form B: Prices.
- B21.5 Further to B21.1(d), the Project Understanding and Methodology shall be evaluated considering the information submitted in accordance with B10.1(c) and B14.
- B21.6 Further to B21.1(e), Relevant Team Experience shall be evaluated considering the information submitted in accordance with B10.1(d) and B15.
- B21.7 Further to B21.1(f), the Design Team shall be evaluated considering the information submitted in accordance with B10.1(e) and B16.
- B21.8 Further to B21.1(g), Desirable Skatepark Elements shall be evaluated considering the information submitted in accordance with B10.1(f) and B17.
- B21.8.1 Bidders who do not include any additional, desirable skatepark components will receive a score of zero (0) out of ten (10) in the evaluation.
- B21.9 This Contract will be awarded as a whole.
- B21.10 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b) the Proposal will be determined to be non-responsive and will not be further evaluated.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the highest evaluated responsive Bid.
- B22.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* 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 proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of 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.

D2.2 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 play area;
- (d) Sub-Grade drainage and base preparation for the skatepark area;
- (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 galvanized steel railings;
- (j) Supply and Installation of galvanized steel edging;
- (k) Supply and Installation of sub-surface drainage system(s) to be connected to existing catch basin as indicated on drawings;
- (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.

D3.2 Notwithstanding C1.1, when used in this Request for Proposal:

- (a) "**Proposal**" means the offer contained in the Proposal Submission;
- (b) "**Proposal Submission**" means means that portion of the Request for Proposal which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive Proposal;
- (c) "**Request for Proposal**" means the Proposal Submission, the Bidding Procedures, these General Conditions, the Supplemental Conditions, the Specifications, the Drawings and all addenda.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is Scatliff+Miller+Murray Inc., represented by:
Ms. Jennifer Wagner
Landscape Architect

8-136 Market Avenue
Winnipeg, Manitoba R3B 0P4

Telephone No. (204) 927-3444
Facsimile No. (204) 927-3443

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

D4.3 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

D5.1 At the pre-construction meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

D6.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

D6.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.

D6.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

D7. NOTICES

D7.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D7.3, D7.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

D7.3 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Financial Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

D7.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg

Internal Services Department
Legal Services Division
Attn: City Solicitor
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

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 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 required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;
- (c) all risks course of construction insurance in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and The City of Winnipeg, at all times during the performance of the Work and until the date of Total Performance.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

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.

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.

SCHEDULE OF WORK

D13. COMMENCEMENT

- D13.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D13.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (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;
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D13.3 The City intends to award this Contract by March 22, 2010.
- D13.4 The Contractor shall commence the Work on the Site no later than June 21, 2010.

D14. WORKING DAYS

- D14.1 Further to C1.1(gg), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at

one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.

- D14.2 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.
- D14.3 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.
- D14.4 The Contract Administrator will furnish the Contractor with a daily record for each major type of work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged. This report is to be signed each day by an authorized representative of the Contractor.

D15. CRITICAL STAGES

- D15.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Submission of preliminary (33%) working drawings and construction specifications for review by City of Winnipeg by April 8, 2010;
 - (b) Submission of 66% working drawings and construction specifications for review by City of Winnipeg by May 7, 2010;
 - (c) Submission of final working drawings, approved and stamped by a Professional Engineer (Manitoba) and construction specifications for approval by City of Winnipeg by June 7, 2010;
 - (d) Obtain the prerequisite development permit as specified in prior to June 21, 2010;
 - (e) Construction to begin on site no later than June 21, 2010; and
 - (f) Rough Grading of site as per drawings and specifications by July 5, 2010.

D16. SUBSTANTIAL PERFORMANCE

- D16.1 The Contractor shall achieve Substantial Performance by September 7, 2010.
- D16.2 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.
- D16.3 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.

D17. TOTAL PERFORMANCE

- D17.1 The Contractor shall achieve Total Performance by September 30, 2010.
- D17.2 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.

D17.3 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.

D18. LIQUIDATED DAMAGES

D18.1 If the Contractor fails to achieve Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) Submission of preliminary working drawings for review – five hundred dollars (\$500);
- (b) Submission of 66% working drawings for review – five hundred dollars (\$500);
- (c) Submission of final working drawings for review – five hundred dollars (\$500);
- (d) Start of Construction – five hundred dollars (\$500);
- (e) Completion of Rough Grading – one thousand dollars (\$1,000);
- (f) Substantial Performance – one thousand dollars (\$1,000);
- (g) Total Performance – five hundred dollars (\$500).

D18.2 The amounts specified for liquidated damages in D18.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance or Total Performance by the days fixed herein for same.

D18.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

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, one representative of the Contractor and a representative of the Community Centre. 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 deems it necessary.

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

D20.1 Further to C6.23, 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).

MEASUREMENT AND PAYMENT

D21. PAYMENT

D21.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D22. WARRANTY

D22.1 Warranty is as stated in C12.

D22.1 Notwithstanding C12, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter unless extended pursuant to C12.3, in which case it shall expire when provided for thereunder.

D22.1.1 For the purpose of Performance Security, the warranty period shall be one (1) year.

D22.2 Notwithstanding C12.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D22.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C12.2 for the warranty period to begin.

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. 80-2010

DESIGN AND CONSTRUCTION OF A SKATEBOARD PARK - RED RIVER COMMUNITY CENTRE

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

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

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

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

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

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

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness 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
Internal Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY – RFP NO. 80-2010

DESIGN AND CONSTRUCTION OF A SKATEBOARD PARK - RED RIVER COMMUNITY
CENTRE

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

(Name of Contractor)

(Address of Contractor)

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

Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

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 Instructions
CW 1120	Existing Services, Utilities and Structures
CW 1130	Site Requirements
CW 2160	Concrete Underground Structures and Works
CW 3110	Sub-Grade, Sub-Base and Base Course Construction
CW 3120	Installation of Sub Drains
CW 3170	Earthwork and Grading

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
SP-L1	Extents of Work
SP-L2	Play Area Layout
SP-L3	Grading Plan
SP-C-1	CONCEPT SKETCH 01
SP-C-2	CONCEPT SKETCH 02
SP-C-3	CONCEPT SKETCH 03
SP-C-4	CONCEPT SKETCH 04

E2. SOILS INVESTIGATION REPORT

E2.1 Further to C3.1, a soils inspection has been completed and shall be used as the basis for all structural work, ensuring that slab and foundation designs are appropriate for soil conditions on site.

E3. HAZARDOUS MATERIALS

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

E4. SITE ACCESS

E4.1 All access to be on the designated routes through the Site. These routes will be as per drawing SP-L1.

- E4.2 Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at the Contractor's own expense and approved by the Contract Administrator.
- E4.3 The Contractor's operation shall be limited to the minimum area necessary for undertaking the Work and they shall be responsible for all damage resulting from their Work on private property. Damage to areas beyond the marked routes shall be repaired by and at the expense of the Contractor to the satisfaction of the Contract Administrator.

E5. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT

- E5.1 Further to CW 1130-R1, the Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress are maintained to private properties while he is Working near them. Any damage caused by the negligence of the Contractor or his Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by him at his own expense, to the satisfaction of the Contract Administrator.
- E5.2 Ambulance/ Emergency vehicle access must be maintained at all times.

E6. SITE CONDITION

- E6.1 The Contractor shall examine the Site and make themselves familiar with the existing conditions (both above and below grade) and nature of Work to be done.
- E6.2 No responsibility will be assumed by the City for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface; the City shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.
- E6.3 The Contractor shall set all necessary control lines, benchmarks, survey, elevation stakes and layout in accordance with the individual site conditions and in consultation with the Contract Administrator.

E7. PROTECTION OF EXISTING TREES

- E7.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities:
- (a) All trees will have a 3m radius protective zone calculated from the circumference at the base of the trunk which will remain free of digging, trenching, grade changes, stock piling of materials and soil compaction, except as minimum to construct berm or swales throughout the duration of the Contract. Protective fencing around these areas is required.
 - (b) Trees within and immediately adjacent to proposed construction and those identified to be at risk by the Contract Administrator are to be strapped with 25 x 100 x 2400 mm wood planks, or suitably protected as approved by the Contract Administrator. Do not use nails or other fasteners that penetrate the tree trunk. The width and length of strapping may be reduced to suit the tree being protected as approved by the Contract Administrator.
 - (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) where 1 inch diameter equals 1 foot measured from the outside edge of the trunk of the tree at 6 inches above grade. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation. They must be properly trimmed with sharp tools to prevent crushing or being pulled by construction equipment. No paint is required. All exposed roots must be mulched until the excavated area is filled with clean earth to avoid exposure to sunlight and desiccation.
 - (d) Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the Work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within

the driplines of trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.

- (e) Work on-site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.
- (f) Repair, replace and maintain tree protection materials during construction until the Project completion.
- (g) Carefully remove safety fencing and strapping material without harming the tree as soon as the construction and restoration Work is complete.

E7.2 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his designate.

E7.3 No separate measurement or payment will be made for the protection of existing structures, trees and property.

E8. EXISTING SERVICES AND UTILITIES

E8.1 This Specification shall amend and supplement CW 1120-R1.

E8.2 Other than required to be done by the Contractor under the Work of this contract, all necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing plant material, pavements, streets, roads, boulevards, light standards, hydro poles, fences, fire hydrants, culverts, 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 or repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to the 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.

E8.3 The Contractor's attention is drawn to the existing underground lines or services that may be located in the area of the Work.

E8.4 The Contractor shall take all necessary precautions when performing the Work to ensure that no damage is done to these existing services.

E8.5 No responsibility will be assumed by the City for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface; the City shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.

E8.6 All costs in connection with this item including location of the existing service, repairs to any existing services damaged by the construction operation, etc. shall be included in the unit prices bid for supply and installation of the items included under this Contract.

E8.7 The Contractor will be required to make his own arrangements in connection with the temporary use of lighting, power, gas, sewer, water or other utilities, and pay all costs in connection therewith.

E8.8 All necessary permits, fees and other like expenses as well as the cost of temporary connections to existing facilities shall be arranged and paid for by the Contractor.

E9. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES

- E9.1 The Contractor shall take out a Development Permit for the Work described within this bid opportunity as well as the work for the adjacent play area and surrounding site works at this site.
- E9.2 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.
- E9.3 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.
- E9.4 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.
- E9.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.
- E9.6 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.
- E9.7 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.

E10. PROTECTION OF SURVEY INFRASTRUCTURE

- E10.1 Notwithstanding clause 4 "Protection of Survey Bars" of the Standard Provisions; Current legislation, The Surveys Act, places the onus on those undertaking construction to protect the Survey Infrastructure from damage as a result of their activity.
- E10.2 Further to C:6.26 (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 986-4826 (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.
- E10.3 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.
- E10.4 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. An approximate estimate of the costs involved to restore a legal survey monument is \$1,000 per bar and \$3,000 per control monument. Contractors must ensure their landscaping and other subcontractors are aware of this clearance procedure and the potential restoration costs.
- E10.5 Where possible, amounts owed to the City in accordance with the above will be deducted from any payments to be made by the City to the Contractor.

E11. STAKES AND MARKS

- E11.1 The Contractor will mark, to the extent he determines to be necessary, the location, alignment and elevation of the Work by means of stakes or marks, for review and approval by the Contract Administrator. The Contractor shall make the completed Works conform to the lines and marks thus approved and indicated.
- E11.2 The Contractor shall notify the Contract Administrator immediately of the disturbance of any such stakes or marks. The cost of correcting any errors arising out of neglect of the Contractor to so notify the Contract Administrator shall be borne entirely by the Contractor, as well as the cost of replacing any disturbed stakes or marks.
- E11.3 Before commencing Work, the Contractor shall satisfy himself as to the meaning and correctness of all stakes and marks and no claims shall be entertained by the City on account of any alleged inaccuracies. If any error is suspected in the Drawings, Specifications or the directions of the Contract Administrator, Work shall be discontinued until the errors are rectified, but no claims shall be made on account of any delay occasioned thereby.
- E11.4 The Contractor shall determine and provide all dimensions and elevations measured from the stakes or marks

E12. SITE ENCLOSURES

- E12.1 Temporary Site enclosures, as determined necessary at the pre-construction meeting, shall be erected and maintained as required for the duration of the construction period.
- E12.2 Site enclosures shall be considered incidental to the Contract Work.

E13. PRODUCT APPROVALS

- E13.1 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.
- E13.2 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.
- E13.3 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.
- E13.4 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.

E14. EARTHWORK AND GRADING

- E14.1 General Description
- E14.1.1 This Specification shall amend and supplement CW 3110-R11 and CW 3170-R3.
- E14.1.2 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.
- E14.1.3 Work shall include, but not necessarily confined to, the following:
- (a) Excavation of Skateboard park area to develop rough grade for playground development;

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

E14.2 Materials

E14.2.1 All fill materials shall conform to CW 3170.

E14.3 Construction Methods

E14.3.1 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.

E14.3.2 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.

E14.3.3 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.

E14.3.4 Prevent damage to surface or underground utility lines which are to remain. Make good any damage.

E14.3.5 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.

E14.3.6 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.

E14.3.7 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.

E14.3.8 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.

E14.3.9 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.

E14.3.10 The Contractor shall construct all subgrades in accordance with Specification CW 3110 and the Geotechnical Investigation and Evaluation. This shall include the use of 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

E14.3.11 The subgrade preparation should include excavation to intact mineral soil, and stockpile of topsoil and organic-rich material in location(s) as specified by Contract Administrator. The stripped surface should then be compacted to a minimum of 95% of the Standard Proctor Maximum Dry Density (SPMDD). The typical depth of stripping is estimated to be approximately 0.5 m, based on the test hole drill results. Where additional unsuitable subgrade material is encountered (e.g. wet silt, soft clay, organic material, etc.), additional

sub-excavation to a minimum depth of 0.6 m should be performed and backfilled with compacted granular fill.

E14.3.12 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

E14.4 Method of Measurement

E14.4.1 Excavation and rough grading will be measured on a cubic metre basis for item 1 "Earthwork and Grading" as indicated on Form B: Prices.

E14.5 Basis of Payment

E14.5.1 Earthwork and Grading will be paid for at the Contract Unit Prices as indicated for Item 1 "Earthwork and Grading" on Form B: Prices. The amount to be paid for shall be the total number of units, measured as specified herein, which price shall be for full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and accepted by the Contract Administrator.

E15. GENERAL COMMENTS

E15.1 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.

E15.2 This Bid Opportunity is not an all-inclusive document and any omissions do not relieve the Contractor of the obligations to provide a fully operational skateboard park.

E15.3 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

E15.3.1 The Skatepark Contractor shall submit construction drawings complete with stamp from Professional Engineer registered to practice in Manitoba with Contract Administrator prior to any site construction activities.

E15.3.2 This work to be coordinated with other Contractor(s) responsible for the construction of play areas and related site works.

E15.3.3 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.

E15.4 The Contractor shall obtain all approvals required to conduct work described herein.

E15.5 The Skateboard Park shall be confined to the area demarcated on Drawing SP-L1: Extents of Work;

(a) The proposed design should not necessarily fill the entire available area. Area as shown is the maximum available, not the optimal area

(i) The **maximum area shown is 1031 square metres** (approx. 11,100 square feet).

(b) The overall design of the Skateboard Park must consider and design for the following:

- (i) The proximity of the new playground area and opportunities for “spectators”;
- (ii) The existing pedestrian access / circulation to and from the building and playground area;
- (iii) Universal design in access to, use of and viewing of the site; and
- (iv) The potential for future pedestrian access / entry in approximate location shown on Drawings.

E15.6 Red River Community Centre – Skatepark:

- (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) Galvanized steel railings;
- (f) Galvanized steel edging;
- (g) Land drainage system (rough grading and underground works and services);
- (h) Concrete painting; and
- (i) Provision for future lighting/electrical (provide conduit).

E15.7 Further to E15.6, the Skateboard Park shall contain the mandatory skatepark elements / features as listed in B3.7;

E15.8 Further to E15.6, the Skateboard Park may also include desirable (non-mandatory) skatepark elements / features as listed in B17.

E15.9 Components which are unacceptable are the following:

- (a) Pre-fabricated skatepark components unless otherwise approved by Contract Administrator;
- (b) Asphalt surfacing;
- (c) Granular surfacing;

E16. SKATEPARK BASE PREPARATION

E16.1 General Description

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

E16.2 Related Work

- (a) Earthwork Grading as specified in E14
- (b) Sub-surface drainage systems as specified in E17.

E16.3 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

E16.4 Geotextile Installation

- (a) A layer of woven geotextile shall be placed overtop 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.

E16.5 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.

E16.6 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 3: "Design and Construction of C.I.P. Concrete Skateboard Park" as shown of Form B: Prices. No separate payment shall be made.

E17. SUB-SURFACE DRAINAGE SYSTEMS

E17.1 General Description

- (a) Further to CW 3120-R1, this specification shall cover the sub-surface drainage systems:
 - (i) The Skatepark perimeter drain system.
 - (ii) The Skatepark catch basin system.
- (b) 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.
- (c) This Work to be coordinated with the Site Works contractor and the installation of adjacent play area multi-flow drainage system.

E17.2 Materials

- (a) Skatepark Perimeter Drain Pipe
 - (i) 100mm diameter Big "O" perforated drain pipe complete with filter sock.
- (b) Catch Basins
 - (i) All drain covers in skatepark 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 B6.
- (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.

E17.3 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 Skatepark.
- (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.

E17.4 Method of Measurement

E17.4.1 Sub-surface drainage will be measured on a lump sum basis for item 2 "Underground Works and Services" as indicated on Form B: Prices.

E17.5 Basis of Payment

- (a) Sub-surface drainage and related Work will be paid for at the Contract Unit Prices as indicated for Item 2 "Underground Works and Services" on Form B: Prices.

E18. CONCRETE WORK

E18.1 General Description

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

E18.2 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.

E18.3 Mix Designs

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

E18.4 Sample Panels

- (a) Test panels for concrete Work will be required prior to authorization for general concrete work within the Skatepark.
- (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.

E18.5 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.

E18.6 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 40-50mm 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.

E18.7 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.

E18.8 Workmanship

- (a) The Skatepark 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.

E18.9 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 Skatepark.
- (b) Variation in thickness of slabs and walls:
 - (i) Plus or minus 6mm.

E18.10 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.

E18.11 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.

E18.12 Concrete Pouring

- (a) Typically the Skatepark 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.

E18.13 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 Skatepark. Refer to E12.

E18.14 Winter Concrete

- (a) Not permitted.

E18.15 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 trowelled.
 - (ii) For both hand and power trowelled surfaces, on Site test panels are to be done prior to start to establish acceptance and criteria for Skatepark 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.

E18.16 Method of Measurement and Basis of Payment

- E18.16.1 The Contractor is advised that all Work under this section is incidental to the unit prices bid for Item 3: "Design and Construction of C.I.P. Concrete Skateboard Park" as shown of Form B: Prices. No separate payment shall be made.

E19. MISCELLANEOUS METALS

E19.1 General Description

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

E19.2 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.

E19.3 Reference Standards

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

E19.4 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.

E19.5 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.

E19.6 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.

E19.7 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.

E19.8 There will be no separate measurement and payment for supply and installation of miscellaneous metals for the Skatepark. All Work shall be considered incidental to this specification.

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 3: "Design and Construction of C.I.P. Concrete Skateboard Park" as shown on Form B: Prices. No separate payment shall be made.

E20. JOINT SEALANT

E20.1 General Description

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

E20.2 References

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

E20.3 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.

E20.4 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.

E20.5 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.

E20.6 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 B6.
- (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 B6.
- (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, Rodofoam by Sternson Canada Limited, or approved substitute in accordance with B6.
- (h) Joint Primer: As recommended by sealant manufacturer for type of surface being primed.

E20.7 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.

E20.8 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.

E20.9 Method of Measurement and Basis of Payment

- E20.9.1 The Contractor is advised that all Work under this section is incidental to the unit prices bid for Item 3: "Design and Construction of C.I.P. Concrete Skateboard Park" as shown of Form B: Prices. No separate payment shall be made.

E21. FOUNDATIONS

E21.1 General Description

- E21.1.1 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.
- E21.1.2 All skatepark 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.

E21.2 Materials

- E21.2.1 The specific concrete requirements shall be as designed by registered Professional Engineer (Manitoba).

E21.3 Installation

- E21.3.1 All foundation work to be built as per design by registered Professional Engineer.

E21.4 Method of Measurement and Basis of Payment

- E21.4.1 The Contractor is advised that all Work under this section is incidental to the unit prices bid for Item 3: "Design and Construction of C.I.P. Concrete Skateboard Park" as shown of Form B: Prices. No separate payment shall be made.

E22. SITE CLEAN UP

- E22.1 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.

- E22.2 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.
- E22.3 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.
- E22.4 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.

E23. AS-BUILT DRAWINGS

- E23.1 The Contractor shall provide the Contract Administrator As-Built Drawings for the installed skatepark (DWG format) once Total Performance is attained.