



THE CITY OF WINNIPEG

TENDER

TENDER NO. 543-2022B

**CONSTRUCTION OF THE NEW WFPS AMALGAMATED STATION 9 – 1083
AUTUMNWOOD DRIVE**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 CONSTRUCTION OF THE NEW WFPS AMALGAMATED STATION 9 – 1083 AUTUMNWOOD DRIVE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, February 21st 2023.

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

B3. SITE INVESTIGATION

B3.1 Further to C3.1, a Site meeting will be held at 1:30pm on February 13th 2023 to provide Bidders access to the Site.

B3.2 The Bidder is advised that demolition of the existing Windsor Park Library at 955 Cottonwood Road and Winnipeg Fire Paramedic Station 15 at 1083 Autumnwood Drive is required as part of the general contract with select salvaged materials to be re-used in the new construction. The scope of work also involves the demolition of an existing 400A service to existing lift pump generator building on the property. It is recommended that these items are reviewed by Bidders.

B3.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B3.4 The Bidder is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Bid or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B4. ENQUIRIES

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

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

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

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

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

- B5.1 Information provided to a 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. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
 - (b) becomes publicly known other than through the Bidder; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- 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 seven (7) 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 their sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any 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 their Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B18.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
 - (a) Form A: Bid/Proposal;
 - (b) Form B: Prices;
 - (c) Form G1: Bid Bond and Agreement to Bond.
- B8.2 All components of the Bid 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.
- B8.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B8.3.1 Bids will **only** be accepted electronically through MERX.
- B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B18.1(a).

B9. BID

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
 - (a) if the Bidder is a sole proprietor carrying on business in their own name, their 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 their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their 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 their duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B9.5 If a Bid 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 Bid and the Contract, when awarded, shall be both joint and several.
- B10. PRICES**
- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- (a) Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D30. Any such costs shall be determined in accordance with D30.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10.5 The Bidder shall state a separate price in Canadian funds for each of the following items of Work on Form B: Prices:
- (a) Separate Price - Item No. 1 shall be the amount to be deducted from the lump sum price if new wood is substituted for salvaged wood for wall type EW2, EW2A, soffit types S2 and S3 and exterior canopy soffits in accordance with Section 06 20 00 Finish Carpentry of the Specifications;
 - (b) Separate Price - Item No. 2 shall be the amount to be deducted from the lump sum price if new unit pavers are substituted for salvaged broken ashlar granite as landscape paving in

accordance with L-101 Materials Plan and Section 32 14 13 Unit Paving of the Specifications;

- (c) Separate Price - Item No. 3 shall be the amount to be deducted from the lump sum price if skylights c/w roof curbs and skylight ventilation fans F-1 through F-5 and associated ductwork are deleted . Refer to A103 Roof Plan, 1/A508 Typ. Skylight Section Detail, MH2.2 Second Floor HVAC Plan and MH4.2 Details – HVAC of the Drawings;
- (d) Separate Price - Item No. 4 shall be the amount to be deducted from the lump sum price if a connection point for a mobile generator to emergency distribution c/w manual transfer switch is substituted for 200kW/250kVA standby generator c/w automatic transfer switch in accordance with E5.1 Electrical Drawings and Section 26 32 13 Packaged Engine Generators in the Specifications;
- (e) Separate Price - Item No. 5 shall be the amount to be deducted from the lump sum price if Concrete with Densifier (CON-D) is substituted for Fluid Applied Flooring (FAP-2) for 117 Apparatus Bays and 123 Hose Wash in accordance with Section 09 06 00 Finish Schedule of the Specifications.

B10.6 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

- (a) Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX

B11. DISCLOSURE

B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are

- (a) Alpha Masonry Ltd.
 - (i) Granite removal investigations
- (b) Allegion Canada Inc.
 - (i) Door hardware
- (c) Bockstael Construction Ltd
 - (i) Construction schedule feedback

B12. CONFLICT OF INTEREST AND GOOD FAITH

B12.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;

- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B12.3 In connection with their Bid, each entity identified in B12.2 shall:

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

B12.4 Without limiting B12.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of their employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B13. QUALIFICATION

B13.1 Only Bidders that have been qualified under RFQ 543-2022A are eligible to bid on this project. Qualified Bidders in alphabetical order are:

- (a) Bockstael Construction Ltd.
- (b) Graham Construction and Engineering LP.
- (c) Parkwest Projects Ltd.
- (d) PCL Constructors Canada Inc.
- (e) Penn-co Construction Canada Ltd.

- B13.2 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; 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.
- B13.3 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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B13.4 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);
 - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.6 and D6).
- B13.5 Further to B13.4(c), the Bidder shall, within five (5) 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) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).
- B13.6 Further to B13.4(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B13.7 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.

B13.8 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. BID SECURITY

B14.1 The Bidder shall include in their Bid Submission bid security in the form of a digital bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in Form G1: Bid Bond and Agreement to Bond, available on The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/MatMgt/templates/files/eBidsecurity.pdf>.

B14.2 Bid security shall be submitted in a digital format meeting the following criteria:

- (a) The version submitted by the Bidder must have valid digital signatures and seals;
- (b) The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B14.2(b).

B14.3 Bonds failing the verification process will not be considered to be valid and the bid shall be determined to be non-responsive in accordance with B18.1(a).

B14.4 Bonds passing the verification process will be treated as original and authentic.

B14.4.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.

B14.5 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly formed with the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

B14.6 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Tender.

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

B15.1 Bids will not be opened publicly.

B15.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.

B15.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.

B15.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B15.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16. IRREVOCABLE BID

B16.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B16.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B17. WITHDRAWAL OF BIDS

B17.1 A Bidder may withdraw their Bid without penalty at any time prior to the Submission Deadline.

B18. EVALUATION OF BIDS

B18.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation there from (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

B18.2 Further to B18.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.

B18.3 Further to B18.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that he/she is qualified.

B18.4 Further to B18.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices adjusted, if necessary, as follows:

- (a) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder is within the budgetary provision for the Work, no adjustment will be made to the Total Bid Price; or
- (b) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder exceeds the budgetary provision for the Work, the Total Bid Prices of all responsive Bids submitted by responsible and qualified Bidders will be adjusted by progressively deducting Separate Price No.1, Separate Price No.2, Separate Price No.3, Separate Price No.4 and Separate Price No.5 in the order listed, until a Total Bid Price within the budgetary provision is achieved.

B18.4.1 Further to B18.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B18.4.2 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

B19. AWARD OF CONTRACT

- B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B19.2 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 qualified, and the Bids are determined to be responsive.
- B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with their own forces;
 - (d) only one Bid 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.
- B19.3 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of D30 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B19.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.
- B19.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2020 01 31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “C” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. FORM OF CONTRACT DOCUMENTS

D2.1 Notwithstanding C4.1(c) and C4.4, the Contract Documents will be provided to the Contractor electronically and there will be no requirement for execution and return to the City by the Contractor. Accordingly, the provisions under C4.4(a) and C4.4(b) are no longer applicable.

D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of the construction of the Winnipeg Fire and Paramedic Services Amalgamated Station 9 at 1083 Autumnwood Drive, Winnipeg, Manitoba.

D3.2 The major components of the Work are as follows:

- (a) Foundations;
- (b) Superstructure;
- (c) Building Envelope;
- (d) Interior Partitions and Finishes;
- (e) Mechanical Systems;
- (f) Electrical Systems;
- (g) Security Systems;
- (h) Site work including grading, draining, utilities, services, and hard and soft landscaping and;
- (i) Demolition of existing library at 955 Cottonwood Rd. and existing fire station at 1083 Autumnwood Dr.
- (j) Demolition of an existing 400A service to existing lift pump generator building on the property. New service to be routed around the building footprint.

D3.3 The following shall apply to the Services:

- (a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions;
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeld=2&DocId=5989>
- (b) Universal Design Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeld=2&DocId=3604>

D3.4 The funds available for this contract are \$10,000,000.00.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is Cibinel Architecture Ltd, represented by:

Steff Beernaerts, MAA
Contract Administrator

Telephone No. 204-989-8925

Email Address steff@cibinel.com

D4.2 At the pre-construction meeting, Cibinel Architecture Ltd. 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 their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D6.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D6.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D6.1.2 The accessible customer service obligations include, but are not limited to:

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

D7. UNFAIR LABOUR PRACTICES

D7.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.

D7.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.

D7.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).

D7.4 Failure to provide the evidence required under D7.3, may be determined to be an event of default in accordance with C18.

D7.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the

Contractor shall pay to the City a sum specified by the Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.

- D7.6 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.
- D7.6.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.
- D7.6.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with clause D7.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D7.6.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

D8. FURNISHING OF DOCUMENTS

- D8.1 Upon award of the Contract, the Contractor will be provided with ‘issued for construction’ Contract Documents electronically, including Drawings in PDF format only.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D10. SAFE WORK PLAN

- D10.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City’s template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>
- D10.3 Notwithstanding B13.5 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D11. INSURANCE

- D11.1 The City shall provide and maintain the following owner-controlled insurance program to remain in place as outlined below. The City reserves the right to add, delete, revise and redefine insurance requirements and deductibles at any time, at its sole discretion, or as necessitated by market conditions and/or extensions of the insurance policies during the term of the Project:
- (a) Wrap-up liability insurance in an amount of no less than ten million dollars (\$10,000,000) inclusive per occurrence and ten million dollars (\$10,000,000) general aggregate, covering bodily injury, personal injury, hook liability, property damage and products and completed operations consistent with industry standard insurance policy wordings. Wrap up liability insurance to also include evidence of contractual liability and cross liability clauses.
 - (i) The Contractor shall be responsible for deductibles up to \$50,000 for any one loss.
 - (ii) The insurance will be written jointly to cover the City, Contractors, and Subcontractors as insureds. Provision of this insurance by the City is not intended in any way to relieve the Contractor from his obligations under the terms of the Contract. Specifically, losses relating to deductibles for insurance, as well as losses in excess of limits of coverage and any risk of loss that is not covered under the terms of the insurance provided by the City remains with the Contractor.
 - (iii) BellMTS, Manitoba Hydro, Shaw, Rogers and Telus shall be shown as additional insured, if required by contract(s).
 - (iv) Wrap-up liability insurance shall be maintained from the date of the commencement of the Work until the date of Total Performance of the work and shall include an additional 24 months completed operations coverage which will take affect after Total Performance.
 - (b) All risks course of construction insurance including equipment breakdown and testing and commissioning in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and the City , at all times during the performance of the Work and until the date of Substantial Performance. The Contractor shall be responsible for minimum deductibles of \$100,000 for all losses except for flood and water damage losses and testing and commissioning subject to \$150,000 deductible;
- D11.2 The Contractor shall provide and maintain the following insurance coverage at all times during the performance of the Work and throughout the warranty period:
- (a) commercial general liability insurance, in the amount of at least ten million dollars (\$10,000,000.00) inclusive, with the City added as an additional insured, with a cross-liability clause. Such liability policy to also contain contractual liability, unlicensed motor vehicle liability, sudden and accidental pollution liability, non-owned automobile liability, broad form property damage cover and products and completed operations
 - (b) contractor's pollution liability (CPL) insurance in the amount of at least one million dollars (\$1,000,000) with a two million dollar (\$2,000,000) aggregate covering third party injury and property damage claims including clean-up costs and transported cargo as a result of pollution conditions arising rom the Contractor's operations and completed operations. Such policy shall name the City as an additional insured and remain in place for a minimum of twelve (12) months following Total Performance.
 - (c) automobile liability insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (d) all risks property insurance for equipment, tools and field offices used on the Project that may be owned, rented, leased or borrowed.
- D11.3 Contractor shall provide the City with any information reasonably requested by the City, from time to time, to enable the insurance specified above in D10.1 to be appropriately underwritten by competent insurers. Such information shall be provided within 14 Calendar Days.

- D11.4 Deductibles shall be borne by the Contractor
- D11.5 All policies shall be taken out with insurers licensed in the Province of Manitoba.
- D11.6 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the Supervisor of Insurance at least ten (10) Business Days prior to the commencement of any Work but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.
- D11.7 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D12. CONTRACT SECURITY

- D12.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; and
 - (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price.
- D12.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:
- (a) the version submitted by the Contractor must have valid digital signatures and seals;
 - (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
 - (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
 - (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
 - (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D12.1(b).
- D12.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in their discretion, exercised reasonably, allows.
- D12.1.3 Digital bonds passing the verification process will be treated as original and authentic.
- D12.2 The Contractor shall provide the Contract Administrator identified in D4 with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of an award letter and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D12.3 The Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:

- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D12.1(b); and
- (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

D13. SUBCONTRACTOR LIST

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

D14. DETAILED WORK SCHEDULE

D14.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents if applicable.

D14.2 The detailed work schedule shall consist of the following:

- (a) a critical path method (C.P.M.) schedule for the Work;

D14.3 Further to D14.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path.

- (a) Commencement Date
- (b) Substantial Performance
- (c) Total Performance
- (d) Phasing

D15. REQUIREMENT FOR SITE ACCESSIBILITY PLAN

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

D15.2 The Accessibility Plan shall demonstrate how the Contractor will accommodate the safe passage of pedestrians and cyclists in accordance with the Manual of Temporary Traffic Control, the Contract Drawings, Staging Plans, and Streets By-Law No. 1481/77 at all times for the duration of the Construction. Unless noted in the Contract, the Accessibility Plan must include a written plan for the following:

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

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

- D15.4 The Accessibility Plan shall include written details on how the Contractor intends to review, maintain, and document all items related to the Accessibility Plan on-site during Construction, including, but not limited to:
- (a) Signage
 - (b) Temporary Ramping
 - (c) Transit Stops
 - (d) Detour Signage
- D15.5 At minimum, the Contractor shall review the site conditions on a daily basis to ensure that all features related to the Accessibility Plan are in place. The site review is intended to correct deficiencies as a result of unforeseen events such as wind, traffic, or the general public. Deficiencies that are direct result of the Contractors actions must be corrected immediately.
- D15.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.
- D15.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- D15.8 Deficiencies as a direct result of actions by the Contractor that are not immediately corrected and/or failure to produce records that demonstrate that the site was maintained in compliance with the Accessibility Plan may result in a pay adjustment via the monthly Progress Payment. The rate of pay adjustment will be as per the following schedule:
- (a) First Offence – A warning will be issued and documented in the weekly or bi-weekly site meeting.
 - (b) Second Offence - A field instruction to immediately correct the site will be issued by the Contract Administrator.
 - (c) Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

SCHEDULE OF WORK

D16. COMMENCEMENT

- D16.1 The Contractor shall not commence any Work until he/she is in receipt of an award letter from the Award Authority authorizing the commencement of the Work.
- D16.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D10;
 - (iv) evidence of the insurance specified in D11;
 - (v) the contract security specified in D12;
 - (vi) the Subcontractor list specified in D13;
 - (vii) the detailed work schedule specified in D14;
 - (viii) the Requirement for Site Accessibility Plan in D15; and
 - (ix) the direct deposit application form specified in D27
 - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D16.3 The Contractor shall commence the Work within seven (7) Working Days of receipt of the award letter.

D16.4 The City shall pay for the building permit. The Contract Administrator shall apply for the building permit on behalf of the City prior to bid closing. Upon award of Contract, the building permit shall be transferred to and become the responsibility of the Contractor.

D16.5 The commencement of any Work contingent on the issuance of permit(s) or authorization from the authorities having jurisdiction is the sole responsibility of the Contractor.

D17. WORK BY OTHERS

D17.1 Further to C6.25, the Contractor's attention is directed to the fact that other Contractors, the personnel of Utilities and the staff of the City may be working within the project limit, approach roadway, adjacent roadways or right-of-way. The activities of these agencies may coincide with the Contractor's execution of Work and it will be the Contractor's responsibility to cooperate to the fullest extent with other personnel working in the area, and such cooperation is an obligation of the Contractor under the terms of Contract.

D17.2 Work by others on or near the Site will include but not necessarily be limited to:

- (a) Installation of vehicle exhaust system in Apparatus Bays.
- (b) Manitoba Hydro Service Upgrades including underground cables and two switching cubicle cabinets.

D17.3 Further to D17.1 the Contractor shall cooperate and coordinate all activities with all parties performing required Work by Others identified in D17.1 and accommodate the necessary area on Site required for the Work by Others to complete the Work.

D18. WORKING DAYS

D18.1 Further to C1.1(tt), 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.

D18.2 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.

D18.3 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.

D18.4 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.

D19. SUBSTANTIAL PERFORMANCE

D19.1 The Contractor shall achieve Substantial Performance within the two hundred sixty-five (265) consecutive Working Days of the commencement of the Work as specified in D16.

D19.2 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.

D19.3 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.

D20. TOTAL PERFORMANCE

D20.1 The Contractor shall achieve Total Performance within two hundred eighty-seven (287) consecutive Working Days of the commencement of the Work as specified in D16.

D20.2 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.

D20.3 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.

D21. LIQUIDATED DAMAGES

D21.1 If the Contractor fails to achieve Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) Substantial Performance - three thousand five hundred dollars (\$3,500.00);
- (b) Total Performance - one thousand five hundred dollars (\$1,500.00).

D21.2 The amounts specified for liquidated damages in D21.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance or Total Performance by the days fixed herein for same.

D21.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D22. DELAYS

D22.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.

D22.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D22.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.

D22.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D22.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D22.5 The Work schedule, including the durations identified in D19 to D20 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be

made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.

D22.6 Where Work not previously identified is being carried over solely as a result of delays related to COVID-19, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to COVID-19, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.

D22.7 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D23. SCHEDULED MAINTENANCE

D23.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

- (a) Service and maintenance of door assemblies including emergency call back service as specified in Section 08 36 27 – Folding Bay Doors.
- (b) Landscape maintenance of sodded areas, planting beds, shrubs, perennials and groundcovers including spring-cleaning, watering, mowing, weed control, pest and disease control, pruning, and winter preparation as specified in Section 32 94 00.

D23.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

CONTROL OF WORK

D24. JOB MEETINGS

D24.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D24.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D25. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D25.1 Further to C6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D26. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D26.1 Further to B13.5, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.5.

MEASUREMENT AND PAYMENT

D27. PAYMENT

- D27.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

WARRANTY

D28. WARRANTY

- D28.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.
- D28.1.1 For the purpose of contract security, the warranty period shall be one (1) year.
- D28.2 Notwithstanding C13.2, 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.
- D28.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

DISPUTE RESOLUTION

D29. DISPUTE RESOLUTION

- D29.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D29.
- D29.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"
- D29.3 The entire text of C21.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.
- D29.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process

consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:

- (i) The Contract Administrator;
- (ii) Supervisory level between the Contract Administrator and applicable Department Head;
- (iii) Department Head.

- D29.5 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D29.6 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D29.7 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D29.8 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D29.7, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D30. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D30.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D30.2 Further to D30.1, in the event that the obligations in D30 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D30.3 For the purposes of D30:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D30.4 Modified Insurance Requirements
- D30.4.1 If not already required under the insurance requirements identified in D11, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.
- D30.4.2 If not already required under the insurance requirements identified in D11, the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.

- D30.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D30.4.4 Further to D11.6, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D30.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D30.5 Indemnification By Contractor
- D30.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D30.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- in relation to this Contract or the Work.
- D30.6 Records Retention and Audits
- D30.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D30.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D30.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.
- D30.7 Other Obligations

- D30.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D30.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D30.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D30.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D30.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D30.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

FORM H1: PERFORMANCE BOND
(See D12)

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

TENDER NO. 543-2022B

CONSTRUCTION OF THE NEW WFPS AMALGAMATED STATION 9 – 1083 AUTUMNWOOD DRIVE

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

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

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

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

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

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

TENDER NO. 543-2022B

CONSTRUCTION OF THE NEW WFPS AMALGAMATED STATION 9 – 1083 AUTUMNWOOD DRIVE

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

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

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

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

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 their 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 Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.4 The following are applicable to the Work:

NMS SPECIFICATIONS

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

- 00 01 03 Project Directory
- 00 01 10 Table of Contents
- 00 01 07 Seals Page
- 00 31 00 Available Project Information

DIVISION 01 – GENERAL REQUIREMENTS

- 01 10 00 Summary of Work
- 01 19 00 Specifications and Documents
- 01 31 19 Project Meetings
- 01 32 00 Construction Progress Documentation
- 01 33 00 Submittal Procedures
- 01 33 29.03 Sustainable Design Reporting – Green Globes
- 01 33 29.07 Prohibited Content – Installer Certification
- 01 35 13 Special Project Procedures
- 01 35 26 Environment Protection
- 01 35 46 Indoor Air Quality Procedures
- 01 35 66.13 Sustainability Certification Project Requirements- Green Globes
- 01 41 00 Regulatory Requirements
- 01 45 00 Quality Control
- 01 51 00 Temporary Utilities
- 01 52 00 Construction Facilities
- 01 53 00 Temporary Construction
- 01 55 26 Traffic Control and Procedures
- 01 57 13 Temporary Erosion and Sediment Control
- 01 61 00 Product Requirements

01 61 16	Volatile Organic Compound (VOC) Content Restrictions
01 62 00	Product Exchange Procedures Request for Substitution Form
01 70 00	Examination and Preparation
01 73 00	Execution
01 74 00	Cleaning and Waste Processing
01 74 19	Construction Waste Management and Disposal
01 75 16	Start-Up Procedures
01 78 10	Closeout Submittals
01 79 00	Demonstration and Training
01 91 13	General Commissioning (CX) Requirements

DIVISION 02 – EXISTING CONDITIONS

02 41 00	Demolition
02 82 00.01	Asbestos Abatement – Minimum Precautions
02 82 00.03	Asbestos Abatement – Maximum Precautions

DIVISION 03 - CONCRETE

03 10 00	Concrete Forming and Accessories
03 20 00	Concrete Reinforcing
03 30 00	Cast-in-Place Concrete
03 35 11	Concrete Floor Finishes
03 41 13	Precast Concrete Hollowcore Planks
03 53 30	Bonded Concrete Overlays

DIVISION 04 - MASONRY

04 05 00	Common Work Results for Masonry
04 05 12	Masonry Mortar and Grout
04 05 19	Masonry Anchorage and Reinforcing
04 05 23	Masonry Accessories
04 22 00	Concrete Unit Masonry
04 26 16	Adhered Masonry Veneer

DIVISION 05 - METALS

05 12 23	Structural Steel For Buildings
05 21 00	Steel Joist Framing
05 31 00	Steel Decking
05 41 00	Structural Metal Stud Framing
05 50 00	Metal Fabrications
05 51 00	Metal Stairs
05 52 13	Pipe and Tube Railings
05 75 00	Decorative Formed Metal

DIVISION 06 - WOOD, PLASTICS AND COMPOSITES

06 10 00	Rough Carpentry
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06 18 00	Glue Laminated and Cross Laminated Construction
06 20 00	Finish Carpentry
06 41 00	Architectural Wood Casework

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 05 43	Cladding Support Systems
07 05 53	Fire and Smoke Assembly Identification
07 08 00	Commissioning of Thermal and Moisture Protection
07 11 13	Bituminous Dampproofing
07 18 00	Traffic Coatings
07 21 00	Thermal Insulation
07 21 19	Foamed In-Place Insulation
07 25 00	Weather Barriers
07 26 16	Below-Grade Vapour Retarders
07 42 13.16	Metal Plate Wall Panels
07 42 13.23	Metal Composite Material Wall Panels
07 52 00	Modified Bituminous Membrane Roofing
07 62 00	Sheet Metal Flashing and Trim
07 64 13	Standing Seam Metal Wall Cladding
07 72 00	Roof Accessories
07 81 00	Applied Fireproofing
07 81 23	Intumescent Fireproofing
07 84 00	Firestopping
07 92 00	Joint Sealants

DIVISION 08 - OPENINGS

08 06 10	Door and Frame Schedule
08 06 13	Door and Frame Type Schedule
08 06 71	Door Hardware Schedule
08 08 00	Commissioning of Openings
08 11 13	Hollow Metal Doors and Frames
08 14 16	Flush Wood Doors
08 31 00	Access Doors and Panels
08 36 27	Folding Bay Doors
08 44 13	Glazed Aluminum Curtain Wall
08 44 35	Protective Framed Glazing Assemblies
08 56 73	Sound Control Window Assemblies
08 62 00	Unit Skylights
08 71 00	Door Hardware
08 80 00	Glazing
08 83 00	Mirrors

DIVISION 09 - FINISHES

09 06 00	Finish Schedule
09 21 16	Gypsum Board Assemblies
09 22 16	Non-Structural Metal Stud Framing
09 30 00	Tiling
09 51 00	Acoustical Ceilings
09 65 13	Resilient Base and Accessories
09 65 66	Resilient Athletic Flooring

09 67 00 Fluid Applied Flooring
09 91 00 Painting
09 96 00 High Performance Coatings

DIVISION 10 - SPECIALTIES

10 06 10 Signage Schedule
10 11 01 Visual Display Boards
10 14 00 Signage
10 14 75 Tactile Indicators
10 26 00 Wall and Door Protection
10 28 00 Toilet, Bath, and Laundry Accessories
10 44 00 Fire Protection Specialties
10 51 13 Metal Lockers
10 56 13 Metal Storage Shelving
10 75 00 Flagpoles

DIVISION 11 - EQUIPMENT

11 06 40 Equipment Schedule
11 21 73 Commercial Laundry and Dry Cleaning Equipment
11 40 00 Foodservice Equipment
11 52 13 Projection Screens

DIVISION 12 - FURNITURE

12 24 00 Window Shades
12 31 00 Manufactured Metal Casework
12 46 33 Waste Receptacles
12 48 13 Entrance Floor Mats and Frames
12 57 00 Industrial Furniture
12 93 13 Bicycle Racks

DIVISION 21 - COMMON WORK

21 05 00 Common Work for Mechanical
21 05 00.01 Contractor Training Record
21 11 00 Fire Protection Piping
21 13 00 Sprinklers
21 23 00 Wet-Chemical Fire-Extinguishing
21 91 00 Commissioning

DIVISION 22 - PLUMBING

22 05 81 Disinfection of Water Distribution Piping
22 10 00 Plumbing Piping
22 42 01 Plumbing Specialties
22 42 02 Plumbing Fixtures
22 47 00 Plumbing Equipment

DIVISION 23 - HEATING, VENTILATING AND AIR CONDITIONING (HVAC)

23 05 16 Piping Expansion Compensation

23 05 19	Gauges and Meters
23 05 20	Hydronic Specialties
23 05 29	Supports and Anchors
23 05 48	Vibration Isolation
23 05 53	Mechanical Identification
23 05 93	Testing, Adjusting, and Balancing
23 07 13	Duct Insulation
23 07 19	Piping Insulation
23 21 00	Hydronic Piping
23 21 23	HVAC Pumps
23 24 00	Geothermal Heat Exchanger
23 25 00	Chemical Treatment for Piping
23 31 00	Duct Work
23 33 00	Duct Work Accessories
23 34 39	Ceiling Fans
23 37 00	Air Outlets and Inlets
23 52 16	Boilers – Condensing Water Tube
23 55 33	Unit Heaters – Fuel Fired
23 72 00	Air to Air Heat Exchanger
23 81 40	Air and Water Source Unitary Heat Pumps
23 82 16	Air Coils

DIVISION 25 – INTEGRATED AUTOMATION

25 30 00	Instruments and Control Elements
25 90 00	Sequence of Operation

DIVISION 26 - ELECTRICAL

26 05 00	Common Work Results for Electrical
26 05 05	Selective Demolition for Electrical
26 05 19	Building Wire and Cable
26 05 26	Grounding and Bonding
26 05 29	Electrical Supporting Devices
26 05 33	Conduit
26 05 34	Boxes
26 05 53	Electrical Identification
26 05 80	Equipment Wiring
26 12 16	Transformers – Dry-Type
26 24 13	Distribution Switchboards
26 24 16	Panelboards
26 26 53	Electric Vehicle Supply Equipment
26 27 16	Cabinets and Enclosures
26 27 26	Wiring Devices
26 32 13	Packaged Engine Generators
26 51 13	Interior Luminaires
26 56 29	Site Lighting
26 83 00	Heating Cables and Mats
26 83 33	Electric Space Heating Units

DIVISION 27 - COMMUNICATIONS

27 05 26	Grounding & Bonding for Communications Systems
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27 05 28 Pathways for Communications Systems
27 10 05 Structured Cabling for Communications Systems

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

28 10 00 Access Control
28 23 00 Video Surveillance
28 46 00 Fire Alarm

DIVISION 31 - EARTHWORK

31 01 90 Tree Protection
31 05 17 Aggregate General
31 22 00 Site Grading
31 23 00 Excavating and Backfilling for Structures
31 23 33 Excavating Trenching and Backfilling
31 32 21 Geotextiles
31 37 01 Rock Mulch
31 61 13 Pile Foundations, General Requirements
31 62 14 Precast Concrete Piles

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 11 16.01 Granular Sub-Base
32 11 23 Aggregate Base Courses
32 12 17 Asphalt Paving
32 13 13 Concrete Paving
32 14 13 Unit Paving
32 16 00 Curbs, Gutter and Sidewalks
32 16 15 Site Concrete
32 17 23 Pavement Markings
32 31 12 Exterior Metal Fabrication
32 32 14 Exterior Site Carpentry
32 37 00 Site Furnishings
32 37 01 Exterior Site Signage
32 91 19 Planting Medium & Finish Grading
32 93 10 Trees, Shrub & Groundcover Planting
32 94 00 Landscape Maintenance

DIVISION 33 - UTILITIES

33 05 13 Manholes and Catchbasin Structures
33 11 16 Site Water Utility Distribution Piping
33 31 13 Public Sanitary Sewerage Piping
33 41 00.01 Storm Utility Drainage Piping
33 41 00 Subdrainage
33 41 17 Landscape Drains

DIVISION 41 – MATERIAL PROCESSING AND HANDLING EQUIPMENT

41 22 00 Cranes and Hoists

Drawing No. Drawing Name / Title

A000 COVER SHEET
 TOPOGRAPHIC SURVEY

CIVIL

C00 DEMOLITION PLAN
C01 LOT GRADING PLAN
C02 SITE SERVICING PLAN
C03 DETAILS
C04 SWM CALCULATIONS

LANDSCAPE

L-101 MATERIALS PLAN
L-102 LAYOUT PLAN
L-103 PLANTING PLAN
L-104 SIGNAGE & LINE PAINTING PLAN
L-201 DETAILS 1
L-202 DETAILS 2
L-203 DETAILS 3

ARCHITECTURAL

A001 ASSEMBLIES AND SYMBOLS
AD002 ARCHITECTURAL DEMO SITE PLAN
A002 ARCHITECTURAL SITE PLAN
A100 SLAB PLAN
A101 MAIN FLOOR PLAN
A102 SECOND FLOOR PLAN
A103 ROOF PLAN
A201 MAIN FLOOR REFLECTED CEILING PLAN
A202 SECOND FLOOR REFLECTED CEILING PLAN
A301 EXTERIOR ELEVATIONS
A302 EXTERIOR ELEVATION DETAILS
A401 BUILDING SECTIONS
A501 SECTION DETAILS NORTH WALL
A502 SECTION DETAILS NORTH WALL
A503 SECTION DETAILS SOUTH WALL
A504 SECTION DETAILS WEST WALL
A505 SECTION DETAILS WEST WALL
A506 SECTION DETAILS OUTDOOR AREA
A507 SECTION DETAILS PATIO
A508 SECTION DETAILS EAST WALL
A509 SECTION DETAILS INTERIOR
A510 SECTION DETAILS INTERIOR
A511 SECTION DETAILS HOSE WASH
A512 SECTION DETAILS HOSE WASH
A601 INTERIOR ELEVATIONS
A602 INTERIOR ELEVATIONS
A603 INTERIOR ELEVATIONS
A604 INTERIOR ELEVATIONS
A605 INTERIOR ELEVATIONS
A606 INTERIOR ELEVATIONS
A701 STAIR S-1
A702 STAIR S-2
A703 HOSE WASH STAIR
A704 STAIR DETAILS & MISC. METAL DETAILS
A801 PLAN DETAILS

A802 PLAN DETAILS
A803 PLAN DETAILS
A804 PLAN DETAILS
A805 PLAN DETAILS
A806 PLAN DETAILS
A807 PLAN DETAILS
A808 PLAN DETAILS
A900 MILLWORK
A901 MILLWORK
A902 MILLWORK

STRUCTURAL

S001 GENERAL NOTES
S002 TYPICAL DETAILS
S003 TYPICAL DETAILS
S004 SCHEDULES
S101 PILING PLAN
S102 MAIN FLOOR FRAMING PLAN
S103 SECOND FLOOR FRAMING PLAN
S104 ROOF FRAMING PLAN
S201 PILASTER DETAILS
S401 SECTIONS
S402 SECTIONS
S403 SECTIONS
S404 SECTIONS
S405 SECTIONS
S406 SECTIONS
S407 SECTIONS

MECHANICAL

M0.1 MECHANICAL SYMBOLS
M1.1 MECHANICAL SITE PLAN
M1.2 MECHANICAL ROOF PLAN
MP2.0 MAIN FLOOR BELOW GRADE -PLUMBING PLAN
MP2.1 MAIN FLOOR - PLUMBING PLAN
MP2.2 SECOND FLOOR - PLUMBING PLAN
MP4.1 DETAILS - PLUMBING
MP4.2 DETAILS - PLUMBING
MF2.1 MAIN FLOOR - FIRE PROTECTION PLAN
MF2.2 SECOND FLOOR - FIRE PROTECTION PLAN
MF4.1 DETAILS - FIRE PROTECTION PLAN
MY2.1 MAIN FLOOR - HYDRONIC PLAN
MY2.2 SECOND FLOOR - HYDRONIC PLAN
MY4.1 DETAILS - HYDRONIC
MH2.1 MAIN FLOOR - HVAC PLAN
MH2.2 SECOND FLOOR - HVAC PLAN
MH4.1 DETAILS - HVAC
MH4.2 DETAILS - HVAC
M3.1 MECHANICAL LARGE SCALE PLANS
M4.1 MAIN FLOOR RCP COORDINATION
M4.2 SECOND FLOOR RCP COORDINATION
M5.1 MECHANICAL SCHEMATICS - HYDRONICS
M5.2 MECHANICAL SCHEMATICS - CONTROLS
M5.3 MECHANICAL SCHEMATICS- CONTROLS
M6.1 MECHANICAL 3D VIEWS & SECTIONS
M6.2 MECHANICAL SECTIONS
M7.1 MECHANICAL SCHEDULES
M7.2 MECHANICAL SCHEDULES
M7.3 MECHANICAL SCHEDULES

ELECTRICAL

- E0.1 ELECTRICAL SYMBOLS AND ABBREVIATIONS
- E1.0 ELECTRICAL SITE PLAN
- E1.1 AREA CLASSIFICATION PLAN
- ED1.1 ELECTRICAL SITE DEMOLITION PLAN
- EL2.1 MAIN FLOOR - LIGHTING PLAN
- EL2.2 SECOND FLOOR - LIGHTING PLAN
- EP2.1 MAIN FLOOR - POWER PLAN
- EP2.2 SECOND FLOOR - POWER PLAN
- EP2.3 ROOF - POWER PLAN
- E4.1 ELECTRICAL DETAILS
- E4.2 ELECTRICAL DETAILS
- E4.3 ELECTRICAL DETAILS
- E5.1 ELECTRICAL DIAGRAMS
- E5.2 ELECTRICAL DIAGRAMS
- E5.3 ELECTRICAL DIAGRAMS
- E6.1 ELECTRICAL SCHEDULES
- E6.2 ELECTRICAL SCHEDULES
- E6.3 ELECTRICAL SCHEDULES
- E6.4 ELECTRICAL SCHEDULES
- E6.5 ELECTRICAL SCHEDULES

E2. SOILS INVESTIGATION REPORT

- E2.1 Further to C3.1, refer to – New Winnipeg Fire Paramedic Services (WFPS) Station 9 Geotechnical Investigation Report”, dated November 24th 2022 prepared by Trek Geotechnical.
- E2.2 General Requirements

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.
- E3.2 A copy of the following Pre-Demolition Asbestos Survey Report prepared by MWI Consultants is available upon request from the Contract Administrator.
 - (a) “Pre-Demolition Asbestos Survey Report, 955 Cottonwood Rd, Winnipeg, MB’ dated November 29th 2022.
 - (b) “Pre-Demolition Asbestos Survey Report, 1083 Autumnwood Dr, Winnipeg, MB’ dated November 29th 2022.

E4. TOPOGRAPHIC SURVEY

- E4.1 A copy of the following Topographic Survey prepared by Barnes and Duncan Surveying Engineering & Geomatics is available upon request from the Contract Administrator.
 - (a) “Plan of Topographic Survey of part of Lot 288 Roman Catholic Mission Property“ dated April 1st 2022.

E5. ENVIRONMENTAL SITE ASSESSMENT

- E5.1 A copy of the following Environmental Site Assessment prepared by WSP E&I Canada Limited is available upon request from the Contract Administrator.
 - (a) “Phase II Environmental Site Assessment”, dated December 2022.

E6. TRAFFIC CONTROL

- E7.1 In accordance with the Manual of Temporary Traffic Control on City Streets (MTTC), the Contract Administrator shall make arrangements with the Traffic Services Branch of the City of Winnipeg to place, maintain, and remove all regulatory signs and traffic control devices authorized and/or required by the Traffic Management Branch in the following situations:
- (a) Parking restrictions,
 - (b) Stopping restrictions,
 - (c) Turn restrictions,
 - (d) Diamond lane removal,
 - (e) Full or directional closures on a Regional Street,
 - (f) Traffic routed across a median,
 - (g) Full or directional closure of a non-regional street where there is a requirement for regulatory signs (turn restrictions, bus stop relocations, etc.) to implement the closure.
 - (h) Approved Designated Construction Zones with a temporary posted speed limit reduction. Traffic Services will be responsible for placing all of the advance signs and 'Construction Ends' (TC-4) signs. The Contractor is still responsible for all other temporary traffic control including but not limited to barricades, barrels and tall cones.
- E7.2 Further to (c), the Contractor shall make arrangement with the Traffic Services Branch of the City of Winnipeg to supply regulatory signs as required.
- E7.3 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the Site has been maintained.
- E7.4 Further to E6(c) and E6(d) the Contractor shall make arrangements with the Traffic Services Branch of the City of Winnipeg to reinstall the permanent regulatory signs after the Contract Work is complete. At this time the Contractor shall make arrangements to drop off the stockpiled materials to Traffic Services at 495 Archibald Street.
- E7.5 Any changes to the approved traffic management plan must be submitted to the Contract Administrator a minimum of (five) 5 Working Days prior to the required change for approval.
- E6.2 If the Contract Administrator determines that the Contractor is not performing Traffic Control in accordance with this specification, Traffic Services Branch may be engaged to perform the Traffic Control. In this event the Contractor shall bear the costs associated charged to the project by the Traffic Services Branch of the City of Winnipeg in connection with the required Works undertaken by the Contractor.