



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 503-2005

**ROOF REPLACEMENT AT TUXEDO COMMUNITY CENTRE – 368 SOUTHPORT
BOULEVARD**

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PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

- B1.1 ROOF REPLACEMENT AT TUXEDO COMMUNITY CENTRE – 368 SOUTHPORT BOULEVARD

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, August 24, 2005.
- B2.2 Bid Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

- B3.1 Further to GC:3.1, the Contract Administrator or an authorized representative will be available at the Site from 10:00 a.m. to 10:30 a.m. on August 16, 2005 to provide Bidders access to the Site.
- B3.2 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.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, 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 Bid Opportunity 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 Bid Opportunity 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.

B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B5.2 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.

- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda shortly before submitting his Bid.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 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.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.

B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID SUBMISSION

B7.1 The Bid Submission consists of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices.

B7.2 The Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.

B7.2.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B7.3 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.4 Bid Submissions shall be submitted to:

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

B8. BID

B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B8.4.2 All signatures shall be original.

B8.5 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 Submission and the Contract, when awarded, shall be both joint and several.

B9. PRICES

B9.1 The Bidder shall state the lump sum price in Canadian funds for the Work on Form B: Prices.

B10. QUALIFICATION

B10.1 The Bidder shall:

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

B10.2 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.3 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

B11.1 Bid Submissions will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Branch, or in such other office as may be designated by the Manager of Materials.

B11.1.1 Bidders or their representatives may attend.

B11.2 After the public opening, the names of the Bidders and their Total Bid Prices as read out (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B11.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B12. IRREVOCABLE BID

B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B12.2 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 for the time period specified in Paragraph 9 of Form A: Bid.

B13. WITHDRAWAL OF BIDS

B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B13.1.1 Notwithstanding GC:23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:

- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
- (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.

B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative

Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B14. EVALUATION OF BIDS

B14.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements if the interests of the City so require.

B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.

B14.4 Further to B14.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices.

B14.4.1 If there is any discrepancy between the lump sum price written in figures and the lump sum price written in words, the price written in words shall take precedence.

B15. AWARD OF CONTRACT

B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:

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

B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.

B15.4 Notwithstanding GC:4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B15.5 The Contract, as defined in GC:1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

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

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Construction Contracts*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.4 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.5 The General Conditions are amended by deleting GC:6.16 and GC:6.17. The City of Winnipeg is now within the jurisdiction of the Manitoba Ombudsman pursuant to The Ombudsman Act.

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of Roof Replacement at Tuxedo Community Centre – 368 Southport Boulevard as per specifications.
- D2.2 The major components of the Work are as follows:
- (a) Roof replacement as specified;
 - (b) Drawing R-1;
 - (c) Work performed will be coordinated with Tuxedo Community Centre activities.

D3. CONTRACT ADMINISTRATOR

- D3.1 The Contract Administrator is:
- Norm Carrothers
Contracts Officer
Main Floor, 100 Main Street
Winnipeg, Manitoba R3C 1A4
- Telephone No. (204) 986-7280
Facsimile No. (204) 986-7311
Cell No. (204) 794-4400

D4. NOTICES

- D4.1 Except as provided for in GC:23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- D4.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D4.3, D4.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.

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

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

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

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

SUBMISSIONS

D5. INSURANCE

- D5.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
- D5.2 Deductibles shall be borne by the Contractor.
- D5.3 The Contractor shall provide the City Solicitor with a certificate of insurance of each policy, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- D5.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D6. PERFORMANCE SECURITY

- D6.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or

- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D6.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D6.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D7. SUBCONTRACTOR LIST

D7.1 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 seven (7) Calendar Days from notification of the award of Contract.

SCHEDULE OF WORK

D8. COMMENCEMENT

D8.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.

D8.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
 - (ii) evidence of the workers compensation coverage specified in GC:6.14;
 - (iii) evidence of the insurance specified in D5;
 - (iv) the performance security specified in D6; and
 - (v) the Subcontractor list specified in D7.
- (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.

D9. SUBSTANTIAL PERFORMANCE

D9.1 The Contractor shall achieve Substantial Performance by October 31, 2005.

D9.2 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.

D9.3 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.

D10. TOTAL PERFORMANCE

D10.1 The Contractor shall achieve Total Performance by November 10, 2005.

D10.2 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.

D10.3 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.

D11. LIQUIDATED DAMAGES

D11.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City one hundred dollars (\$100.00) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.

D11.2 The amount specified for liquidated damages in D11.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.

D11.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D12. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D12.1 Further to GC:6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D13. WORKPLACE SAFETY AND HEALTH CLAUSE

D13.1 All Work shall be performed in compliance with the Manitoba Workplace Safety and Health Act.

D13.2 All Work must be performed in compliance to the Manitoba Health and Safety Fall Protection Guidelines.

D13.3 The Contractor must be fully aware of all Work involving hazardous material. All Work shall be performed in compliance to the Manitoba Department of Labour Workplace Health and Safety Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification of the contract Administrator of his/her encountering of suspected hazardous material during their course of Work.

D13.4 The Contractor shall comply with all laws, by-laws, ordinances, regulations, codes and orders of authorities having jurisdiction which are to come into force during the performance of the Work

and which relate to the Work. Where there are two or more laws, by-laws, ordinances, regulations or codes applicable to the Work, the most restrictive shall apply.

WARRANTY

D14. WARRANTY

- D14.1 The Contractor warrants that the Work will be free of any and all defects or deficiencies for a period of one (1) year from the date of Total Performance, except that the warranty periods shall be longer where specified in the Specifications.
- D14.2 Upon notification by the Contract Administrator, the Contractor shall at his/her sole cost and expense, remedy any defect or deficiency identified by the Contract Administrator during the warranty period and any damage that may arise or result from the defect or deficiency or as a result of the correction of same.
- D14.3 Notwithstanding 14.2 and 14.3 above, if any statute in force in the Province of Manitoba or in the jurisdiction where materials were manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty that is more extensive in its nature, then the provisions of such statute or manufacturer's warranty shall apply.
- D14.4 At least two (2) weeks prior to the expiration of the Warranty or upon correction of defects and deficiencies, whichever is later, the Contractor shall arrange, attend and assist in the acceptance inspection of the Work. The Contract Administrator shall, on being satisfied that all outstanding defects and deficiencies in the Work have been corrected, issue a Certificate of Acceptance for the Work to be dated not earlier than one (1) year after the date of the Certificate of Total Performance, or the date that the Contractor corrects the final defects and deficiencies, which is the later, thereby terminating the Warranty Period. The Certificate of Acceptance will indicate acceptance of the due performance of the Contract.
- D14.5 In the event that all outstanding defects and deficiencies have not been corrected to the satisfaction of the Contract Administrator at least one (1) week prior to expiration of the Warranty Period, then the Contractor shall be required to provide and maintain, at his sole cost and expense, an extension of the Performance Bond for a further one (1) year term with regard to those items of Work that have been identified by the Contract Administrator as still being defective and/or deficient. Failure to do so may result in the City realizing on the Performance Security.

FORM H1: PERFORMANCE BOND
(See D6)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

_____ day of _____, 20____, for:

BID OPPORTUNITY NO. 503-2005

ROOF REPLACEMENT AT TUXEDO COMMUNITY CENTRE – 368 SOUTHPORT BOULEVARD

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

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

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

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

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

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

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D6)

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 503-2005

ROOF REPLACEMENT AT TUXEDO COMMUNITY CENTRE – 368 SOUTHPORT BOULEVARD

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS, STANDARD DETAILS AND DRAWINGS

E1.1 The following Drawings are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
R-1	Roof Plan

E2. MATERIALS

E2.1 VENT STACK SEALS

These shall be neoprene rubber seals such as manufactured by Waterline or approved equal. In the case of existing lead seals any that are deteriorated shall be replaced with new leads.

E2.2 PLYWOOD SHEATHING

This shall be standard grade spruce plywood of the same thickness as any deck being replaced.

E2.3 UNDERLAYMENT

This shall be FelTex as manufactured by System Components Corporation PO Box 2432 Issaquah, Washington 98027 (phone. 425.392.5150 fax. 425.392.1479) or TRI-FLEX 30® as manufactured Grace Construction Products.

E2.4 RUBBERIZED MASTIC

This shall be Polyroof as manufactured by Tremco Ltd., or approved equal. All exposed rubberized asphalt shall be coated with aluminum paint.

E2.5 CAULKING

This shall be Tremco Dymonic FC or approved equal.

E2.6 ALUMINUM PAINT

This shall be Tremco Double Duty or approved equal.

E2.7 METAL FLASHING

All metal flashing shall be a minimum of 24 gauge in thickness. Metal is to be prefinished and is to be chosen from the standard in stock range of Stelco 8000 series of colors.

E2.8 EAVE TROUGH

This shall be 5" continuous 26 ga. prefinished eave trough and 3" x 5" down pipe inserts. Finishes are to be chosen from the standard in stock range of Stelco 8000 series of colors. Lower sections are to be fabricated as indicated on the attached details but adjusted accordingly to fit the 3" x 5" drops..

E2.9 GABLE END ATTIC VENTS

These shall be Aiolite 663815X Louvers 14 ga aluminum or similar custom made to fit existing gable vent openings as manufactured by E.H. Price Ltd. The vents shall incorporate the optional bird and insect screen. Equals shall be considered.

E2.10 ACCESSORIES

All nails, bolts, screws and other fasteners etc. shall all be as recommended by the manufacturer of the materials for which they are to be used.

E2.11 SPLASH PADS

Splash Pads shall be 51" natural # 45-41001 as manufactured by Barkman Concrete LTD.

E2.12 SHINGLES

These shall be EuroShake as manufactured by GEM Inc. Color is to be selected by the Contract Administrator from the standard range of colors.

E2.13 EAVE PROTECTION

Valley and eave protection shall be W.R Grace Ice and Watershield or approved equal.

E3. ROOFING PROCEDURES

E3.1 Protect all new work and the existing building and its contents against inclement weather. Supply and install equipment and enclosures necessary to provide this protection from beginning to completion of the work.

E3.2 Do not apply any roofing whatsoever during any inclement weather including when the temperature may fall lower -10 Celsius.

E3.3 Do not expose roofing materials, vulnerable to water or sun damage, in quantities greater than can be weatherproofed in one day. Use only clean and dry materials and apply only during weather that will not introduce moisture into the roof system. This would include days of excessively high relative humidity. Undertake only that amount of roofing that can be completed as specified in the same day or prior to inclement weather forcing a shutdown of the operations.

E3.4 Apply roofing over clean and dry surfaces and in accordance to manufacturers guidelines and as amended herein.

E3.5 All materials on the roof are to be stored in such a manner as to prevent blow-offs during high winds.

E3.6 Should the roofing operations be terminated during the day for unforeseen circumstances all exposed deck is to be covered with tarps in a manner to ensure they do not blow off in high winds and that no water entry can occur.

E3.7 Protect the surrounding surfaces against damage from the roofing operations. Where hoisting is necessary protect the buildings by hanging tarpaulins. Should equipment be parked on the surrounding lawn, it shall be protected with 3/4" plywood. Materials nor debris shall be stored or stock piled on adjoining roof areas that are not being replaced. All damage to lawns is to be repaired by leveling the area and installing new topsoil and sod. Seed will not be accepted. Any shrubs or other decorative plants damaged are to be replaced with those of a same approximate size and same type.

E3.8 Provide protection for the public using walkways, grounds, entrances, etc., by using proper warning signs, hoarding, shelters, or barricades as agreed to by the owner.

E3.9 Removal of (opening up) existing roof membrane shall be done only after consultation with and agreement by the Contract Administrator. Remove only that portion that can be fully completed as specified within the same day work period.

E3.10 Notify the Contract Administrator and ensure he has proper time to appear on site during application period.

E3.11 Inspect all roof decking prior to installation of roofing system and report all defects or unsuitable conditions to the roof consultant and correct deficiencies as directed.

E3.12 The site shall be inspected prior to commencement of work to ensure no current anomalies are present such as lawn damage, asphalt on walls, broken windows. etc. All anomalies shall be

reported to the Contract Administrator. They shall then be recorded and photographed by both parties at that time. Should no anomalies be reported prior to work commencing it shall be assumed that none existed prior to commencement.

E3.13 Use only equipment in good working order. Locate equipment as instructed by the Contract Administrator.

E3.14 All applicable safety regulations as indicated by Manitoba Health and Safety must be strictly followed at all times.

E4. DESCRIPTION OF WORK

E4.1 All shingles shall be removed from the roof in such a manner as not to damage or expose the interior to damage (physical or weather). Protect lawn by placing plywood sheathing down prior to moving any equipment onto grassed areas. Protect existing buildings, flower beds, shrubs and trees with tarpaulins and ground sheets, while stripping off existing shingles.

E4.2 All shingles shall be removed from the site and all nails or staples picked up and disposed at a legal dump site. Magnets are to be used to ensure all nails and staples are picked up.

E4.3 Remove and discard all existing drip flashing, eave trough and down pipes.

E4.4 Upon the removal of the shingles, inspect the building structure for dry rot damage or deterioration of existing roof sheathing, fascia boards, trimmers plates and trusses. Report any rot to owner immediately prior to the installation of any shingles.

E4.5 No more shingles shall be removed in one day than can be recovered with new shingles and made weather proof.

E4.6 Ensure adequate attic ventilation is present so as to meet the building codes in effect at the time of installation.. The existing gable end vents are to be discarded and replaced with new as specified. Gable end vents can be increased in size to ensure adequate ventilation. Install new soffit vents to replace the existing. New soffit venting is to be fabricated from 24 ga prefinished perforated sheet metal. A sample is to be submitted for approval. Minimum vent size is to be 12" x 12".

E4.7 The existing chimney flashing is to be replaced with new of a similar style as that being replaced. Minimum 24 ga. sheet metal is to be used to fabricate the chimney skirt and storm collar.

E4.8 Prefinished drip edge flashing shall be installed on the eaves and gable ends.

E4.9 Sufficient eave protection shall be fully adhered to the wood deck starting at the eave and shall extend to a minimum of 12"mm inside the inner face of the exterior wall. A minimum width of 72" is to be installed. Install in strict accordance to manufacturers guidelines.

E4.10 Replace existing lead plumbing vent flashing with new specified flashing. All risers are to be cut off below the deck and appropriate length extensions added to accommodate the specified flashing. New extensions are to be glued or clamped with Fernco couplers to the existing.

E4.11 Install the specified shingle underlayment in the following manner

(a) Underlayment is to lap a minimum of 12" over the eave protection.

(b) Underlayment is laid horizontally (parallel to eave), starting at the bottom of the roof, with printed side up and with 4 in. side laps and 6 in. end laps. Side laps run with the flow of water in a shingling manner.

- (c) Underlayment should not be used at slopes less than 2:12, provided the slope is also acceptable to the primary roof covering. On slopes of less than 3:12, half-lap a full 20 in. over the underlying course, shingle style.
- (d) Attach to the roof with roofing nails or staples both having 1 in. diameter plastic/metal caps or other fasteners approved by Grace, spaced at 8 in. on center (oc) on both side and end laps in normal wind zones. In high wind zones or coastal applications, double the fastening to 4 in. oc. In all cases fasten at 24 in. oc down the middle of the roll in the field of the roof. Capped nails and staples may be hand or machine applied. Nails or staples without caps cannot be used.
- (e) Installation of the roof covering can proceed immediately following underlayment application. The installation of the final roof covering should take place within 6 months.
- (f) Prior to loading roofing materials roof jacks, toe-boards or a storage platform be secured to the underlying roof deck to prevent slippage of stored materials on steep sloped roofs.

E4.12 Install EuroShake shingles and all related flashing in strict accordance to the manufacturers guidelines and attached installation procedures.

E4.13 Install new continuous 5" 26 ga. prefinished eave trough and down pipes. A minimum of four 3" x 5" down pipe drops are to be installed. Structural steel bottom sections are to be installed on all new down pipes. Structural steel sections are to be fabricated as detailed but sized accordingly to fit 3" x 5" drops.. A sample section of trough is to be submitted for approval before being installed. Down pipe locations are to be determined on site by the Contract Administrator. Allow for the same number of down pipes as are currently in place.

E4.14 Trough is to be securely fastened with 14 Ga. aluminum clips as manufactured by Wilton Aluminum or approved equal. Clips are to be placed no further apart than 16". Clips are to be secured with #12 hex head screws.