

THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 913-2011

PEGUIS PAVILION UPGRADES AND ENTRY ADDITION – KILDONAN PARK, 2021
MAIN STREET

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 Peguis Pavilion Upgrades and Entry Addition – Kildonan Park, 2021 Main Street.

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 6, 2012.
- B2.2 Bids 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 C3.1, the Contract Administrator or an authorized representative will be available at the Site from 10:00 a.m. on February 21, 2012 and 10:00 a.m. on February 23, 2012 to provide Bidders access to the Site. Attendance is strongly recommended.
- B3.2 The Bidder is advised the building is closed and Bidders will not be able to enter the site on their own.
- 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.

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 Division website at http://www.winnipeg.ca/matmqt/bidopp.asp
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 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 may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B15.

- 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.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.6 deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B15.1(a).

B7. BID COMPONENTS

- B7.1 The Bid shall consist of the following components:
 - (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Bid Security;
 - Form G1: Bid Bond and Agreement to Bond, or Form G2: Irrevocable Standby Letter of Credit and Undertaking, or a certified cheque or draft;
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 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, to constitute a responsive Bid.
- B7.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B7.4.1 Samples or other components of the Bid 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.
- B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B15.1(a).
- B7.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Bids shall be submitted to:

The City of Winnipeg Corporate Finance Department Materials Management Division 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 12 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 and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.2 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- 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 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.
- B9.2 The Bidder shall state an alternate price in Canadian funds for each of the following items of Work on Form B: Prices.
 - (a) Alternate Price Item No. 1: Deduct modifications to existing railing if existing railing meets City of Winnipeg Building Code.
 - (b) Alternate Price Item No. 2: Deduct precast panels with recessed pattern (3/A2.0 and 2/A2.0).
 - (c) Alternate Price Item No. 3: Deduct fireplace bench (1/A5.4, 2/A5.4 and 3/A5.4).
 - (d) Alternate Price Item No. 4: Deduct sliding gate along gridline 5 (A4.4).
 - (e) Alternate Price Item No. 5: Deduct accordion partition along gridline 5.
 - (f) Alternate Price Item No. 6: Deduct mechanical screen on roof.
 - (g) Alternate Price Item No. 7: Deduct doors 014a and 014b (C12 and C13).
- B9.3 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

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; 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.
- B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
 - (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/debar.stm
- B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
 - (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- B10.4 Further to B10.3(b), 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) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt)
- B10.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B10.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. BID SECURITY

- B11.1 The Bidder shall provide bid security in the form of:
 - (a) a bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
 - (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, and undertaking issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form included in the Bid Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.

- B11.1.1 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.
- B11.1.2 All signatures on bid securities shall be original.
- B11.1.3 The Bidder shall sign the Bid Bond.
- B11.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.
- B11.2 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B11.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B11.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.
- B11.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.
- B11.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Bid Opportunity.

B12. OPENING OF BIDS AND RELEASE OF INFORMATION

- B12.1 Bids will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Division, or in such other office as may be designated by the Manager of Materials.
- B12.1.1 Bidders or their representatives may attend.
- B12.1.2 Bids determined by the Manager of Materials, or his designate, to not include the bid security specified in B11 will not be read out.
- B12.2 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 Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt
- B12.3 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 Division website at http://www.winnipeg.ca/matmgt
- B12.4 The Bidder is advised that any information contained in any Bid 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.

B13. IRREVOCABLE BID

- B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.
- B13.2 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 executed and the performance security 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.

B14. WITHDRAWAL OF BIDS

- B14.1 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.
- B14.1.3 Notwithstanding C23.3, 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.
- B14.1.4 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 12 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B14.1.5 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
 - (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B14.1.5(b), declare the Bid withdrawn.
- B14.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B13.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

B15. EVALUATION OF BIDS

- B15.1 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, or acceptable deviation there from (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.
- B15.2 Further to B15.1(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.
- B15.3 Further to B15.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B15.4 Further to B15.1(c), the Total Bid Price shall be the lump sum price 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 lump sum price bid; or
 - (b) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder exceeds the budgetary provision for the Work, the lump sum prices of all responsive Bids submitted by responsible and qualified Bidders will be adjusted by progressively deducting separate prices in the order listed in B9.2 until a Total Bid Price within the budgetary provision is achieved, i.e., Total Bid Price = Lump Sum Price - Separate Price No. 1 -Separate Price No. 2 - ... - Separate Price No. 7.

B16. AWARD OF CONTRACT

- B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made
- B16.2 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.
- B16.2.1 Without limiting the generality of B16.2, 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.
- B16.3 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, in accordance with B15.
- B16.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

CO. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.2 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 Bid Opportunity 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. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of Peguis Pavilion Upgrades and Entry Addition Kildonan Park, 2021 Main Street.
- D2.2 The major components of the Work are as follows:
 - (a) Selective Demolition;
 - (b) Site Work;
 - (c) Alterations / renovations to existing building;
 - (d) New entry addition, including new elevator and stair.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is Number TEN Architectural Group, represented by:

Mr. Ron Basarab

M. Arch

310 Bannatyne Avenue

Winnipeg Manitoba R3B 0R3

Telephone No. (204) 942-0981 Facsimile No. (204) 947-9626

D3.2 At the pre-construction meeting, Mr. Basarab will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4. CONTRACTOR'S SUPERVISOR

D4.1 At the pre-construction meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5. NOTICES

- D5.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3, D5.4 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.
- D5.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: (204) 949-1174

D5.4 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 Legal Services Department Attn: Director of Legal Services 185 King Street, 3rd Floor Winnipeg MB R3B 1J1

Facsimile No.: (204) 947-9155

D6. FURNISHING OF DOCUMENTS

D6.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Bid Opportunity. If the Contractor requires additional sets of the Bid Opportunity, they will be supplied to him at cost.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 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.

D8. SAFE WORK PLAN

- D8.1 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.
- D8.2 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

D9. INSURANCE

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
 - (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance:

- (c) all risks course of construction insurance in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and The City of Winnipeg, at all times during the performance of the work and until the date of Total Performance.
- D9.2 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D9.3 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.

D10. PERFORMANCE SECURITY

- D10.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
 - (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D10.1.1 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.
- D10.2 If the bid security provided in his Bid was not a certified cheque or draft pursuant to B11.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D11. SUBCONTRACTOR LIST

D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form I: 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.

D12. DETAILED WORK SCHEDULE

- D12.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D12.2 The detailed work schedule shall consist of the following:
 - (a) a critical path method (C.P.M.) schedule for the Work;
 - (b) a Gantt chart for the Work based on the C.P.M. schedule; and all acceptable to the Contract Administrator.

- D12.3 Further to D12.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:
- D12.4 Further to D12.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

SCHEDULE OF WORK

D13. COMMENCEMENT

- D13.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.
- D13.2 The Contractor shall not commence any Work on the Site until:
 - (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D8;
 - (iv) evidence of the insurance specified in D9;
 - (v) the performance security specified in D10;
 - (vi) the Subcontractor list specified in D11;
 - (vii) the detailed work schedule specified in D12.
 - (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.
- D13.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent.

D14. WORKING DAYS

- D14.1 Further to C1.1(gg), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.
- D14.2 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.
- D14.3 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.

D15. SUBSTANTIAL PERFORMANCE

- D15.1 The Contractor shall achieve Substantial Performance by September 28, 2012.
- D15.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted

- during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D15.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D16. TOTAL PERFORMANCE

- D16.1 The Contractor shall achieve Total Performance by October 31, 2012.
- D16.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D16.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D17. LIQUIDATED DAMAGES

- D17.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City two hundred fifty dollars (\$250.00) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- D17.2 The amount specified for liquidated damages in D17.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D17.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D18. SCHEDULED MAINTENANCE

- D18.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications.
- D18.2 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

D19. JOB MEETINGS

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

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

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

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

MEASUREMENT AND PAYMENT

D21. PAYMENT

D21.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D22. WARRANTY

- D22.1 Warranty is as stated in C13.
- D22.2 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.
- D22.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

FORM H1: PERFORMANCE BOND

(See D10)

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
BID OPPORTUNITY NO. 913-2011
PEGUIS PAVILION UPGRADES AND ENTRY ADDITION – KILDONAN PARK, 2021 MAIN STREET
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:	(Name of Principal)	
	Per:	(Seal)
(Witness as to Principal if no seal)	Per:	
	(Name of Surety)	
	By: (Attorney-in-Fact)	(Seal)

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

(See D10)

(Date)	
Legal : 185 Ki	ity of Winnipeg Services Department ng Street, 3rd Floor peg MB R3B 1J1
RE:	PERFORMANCE SECURITY - BID OPPORTUNITY NO. 913-2011
	PEGUIS PAVILION UPGRADES AND ENTRY ADDITION – KILDONAN PARK, 2021 MAIN STREET
Pursua	ant to the request of and for the account of our customer,
(Name o	of Contractor)
in the	aggregate
	Canadian dollars.
demar Letter payme	standby Letter of Credit may be drawn on by you at any time and from time to time upon writtened for payment made upon us by you. It is understood that we are obligated under this Standby of Credit for the payment of monies only and we hereby agree that we shall honour your demand for the thin the payment of monies only and we hereby agree that we shall honour your demand for the thin the payment of the payment of the payment by us.
	mount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upor ou or by formal notice in writing given to us by you if you desire such reduction or are willing that it be
Partial	drawings are permitted.
	ngage with you that all demands for payment made within the terms and currency of this Standby of Credit will be duly honoured if presented to us at:
(Addres	s)
and we	e confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state the	at they are drawn under this Standby Letter of Credit.
Subject to the condition hereinafter set forth, this S	Standby Letter of Credit will expire on
(Date)	
year to year without amendment from the present	nat it shall be deemed to be automatically extended from or any future expiry date, unless at least 30 days prior to you in writing that we elect not to consider this Standby 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 International Chamber of Commerce Publication N	and Practice for Documentary Credit (1993 Revision), lumber 500.
_	
1)	Name of bank or financial institution)
F	Per: (Authorized Signing Officer)
F	Per:

(Authorized Signing Officer)

FORM J: SUBCONTRACTOR LIST

(See D11)
PEGUIS PAVILION UPGRADES AND ENTRY ADDITION – KILDONAN PARK, 2021 MAIN STREET

<u>Name</u>	<u>Address</u>
	
	

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

E2. HAZARDOUS MATERIALS

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

Division 01 General Requirements

011000	Summary of Work	4
012113	Allowances	1
013100	Project Managing and Coordination	4
013200	Construction Progress Documentation	2
013300	Submittal Procedures	3
014500	Quality Control	3
015100	Temporary Utilities	3
015200	Construction Facilities	3
015300	Temporary Construction	2
016100	Product Requirements	4
017000	Examination and Preparation	2
017330	Cutting and Patching	3
017400	Cleaning	3
017810	Closeout Submittals	5
017840	Maintenance Requirements	3
017900	Demonstration and Training	3

Division 02 Existing Conditions

Division 03 Concrete

031000	Concrete Forming and Accessories	3
032000	Concrete Reinforcing	3

033000 039100 039120 039111 039310 039320 039330	Cast-In-Place Concrete Surface Preparation For Concrete Delamination Repair Scaling Repair Top Surface Concrete Repairs With Rapid Set Mortar Hand Patching Pressure Grouting Formed and Pour With Repair Mortar	7 7 7 7 6 6 6
Division 04 M	asonry	
042000	Unit Masonry	6
Division 05 M	etals	
051223 053100 055000 055200	Structural Steel For Buildings Steel Decking Metal Fabrications Stainless Steel Railings	5 4 5 3
Division 06 W	lood, Plastics And Composites	
061000 062000	Rough Carpentry Finish Carpentry	3 5
Division 07 T	hermal And Moisture Protection	
071300 071016 072115 072800 075213 076200 078400 079200 079210	Sheet Waterproofing Pedestrian Traffic Coatings Insulation Air and Vapour Barriers SBS Modified Bitumen Roofing Sheet Metal Flashing and Trim Firestopping Joint Sealers Concrete Joint Sealers	3 8 2 3 6 3 4 7
Division 08 O	penings	
081100 081400 083313 083513 084413 087100 088000	Metal Doors And Frames Flush Wood Doors Roll-Up Wood Doors Accordion Folding Doors Glazed Aluminum Curtain Walls Door Hardware Glazing	4 4 3 2 7 7 4
Division 09 Finishes		
090600 092116 093100 095123 096427 096500 096800 099000	Room Finish Schedule Gypsum Board Assemblies Thin Set Tiling Acoustical Tile Ceilings Hardwood Flooring Resilient Flooring Carpeting Painting Epoxy Flooring	2 5 4 4 3 4 3 6 3

Division 10 Specialties

100900 102112 102814	Miscellaneous Specialties HDPE Plastic Toilet Compartments Toilet and Bathroom Accessories	2 3 3
Division 14	Conveying Equipment	
142123	Electric Traction Passenger Elevators	9
Division 21	Fire Suppression	
210501	Common Work Results for Mechanical	13
210720	Thermal Insulation for Piping	4
212300	Wet Chemical Fire Extinguishers	4
Division 22	Plumbing	
221010	Plumbing Pumps	5
221118	Domestic Water – Copper	6
221318	Drainage Waste and Vent Piping – Plastic	2
223005	Domestic Water Heaters	2
224202	Plumbing Fixtures	7
Division 23	Heating, Ventilating and Air Conditioning (HVAC)	
230521	Thermometers and Pressure Gauges - Piping Systems	2
230554	Mechanical Identification	2
230593	Testing, Adjusting and Balancing for HVAC	5
230713	Thermal Insulation for Ducting	3
230802	Cleaning and Start-up of Mechanical Piping Systems	4
230933	Electric and Electronic Control System for HVAC	3
231113	Facility Natural Gas Piping	3
232116	Hydronic Systems – Steel	6
232123	Hydronic Pumps	2
233114	Metal Ducts – Low Pressure to 500 Pa	4
233300	Air Duct Accessories	3
233314	Dampers – Balancing	2
233315	Dampers – Operating	1
233316	Dampers – Fire & Smoke	2
233400	HVAC Fans	4
233713	Diffusers, Registers and Grilles	2
233720	Louvres, Intakes and Vents	2
233813	Commercial Kitchen Hoods	2
235200	Heating Boilers	5
237311	Air Handling Unit – Packaged	6
238220	Forced Air Heaters	2
238236	Finned Tube Radiation Heaters	4
238240	Unit Heaters – Electrical	3
Division 26	- ELECTRICAL	
260501	Common Work Results - For Electrical	9
260520	Wire And Box Connectors 0-1000 V	1
260521	Wires And Cables (0-1000 V)	4
260528	Grounding - Secondary	3
260529	Hangers And Supports For Electrical Systems	2
260531	Splitters, Junction, Pull Boxes And Cabinets	2

A1.3

A1.4 A1.5

A1.6 A1.7

A1.8

260532	Outlet Boxes, Conduit Boxes And Fittings	2
260534	Conduits, Fastenings And Fittings	4
260535	Surface And Lighting Fixture Raceways	2
260544	Installation Of Cables In Trenches	3
260580	Fractional Horsepower Motors	2
260581	Motors: 1 to 200 hpkW to 149kW, to 600V	4
260935	Lighting Control - Fluorescent Dimming	12
260943	Lighting Controls	4
261217	Dry Type Transformers Up To 600 V Primary	2
262401	Service Equipment	1
262402	Service Entrance Board	4
262417	Panelboards Breaker Type	3
262716	Electrical Cabinets And Enclosures	2
262726	Wiring Devices	3
262820	GFCI – Class "A"	3 2
262821	Moulded Case Circuit Breakers	2
262823	Disconnect Switches - Fused And Non-fused	$\frac{1}{2}$
262901	Contactors	2
262903	Control Devices	3
265000	Lighting	3
265201	Unit Equipment For Emergency Lighting	2
265300	Exit Signs	2
262423	Communications Services	1
Division 27	COMMUNICATIONS	
DIVISION 21 - V	COMMUNICATIONS	
271005	Structured Cabling for Communications	5
275116	Audio Systems	2
Division 00 I	TI FOTDONIO CAFETY AND OFCUDITY	
Division 28 - I	ELECTRONIC SAFETY AND SECURITY	
281600	Intrusion Detection	4
283101	Fire Alarm Systems	16
Division 31 E	arthwork	
312316	Excavation and Fill	7
315000	Earth Shoring	3
316323	Bored Concrete Piles	4
010020	Boroa Condictor nos	·
Division 33 -	Utilities	
334613	Foundation Drainage	2
.		_
<u>Drawing No.</u>	Drawing Name/Title	
Architectural		
A0.1	Site Plans and Legends	
A1.1	Building Demolition Plan	
A1.2	Lower Level Floor Plan	
A 4 9	Laviar Lavial Dian Flace Finishes/Furniture	

Lower Level Plan Floor Finishes/Furniture Lower Floor Plan Reflected Ceiling Plan Main Floor Plan

Main Floor Plan Reflected Ceiling Plan

Main Floor Plan Floor Finishes

Roof Plan

A2.0 A3.1 A3.2 A4.1 A4.2.1 A4.2.2 A4.2.3 A4.2.4 A4.3 A4.4 A5.1 A5.2 A5.3 A5.4 A5.5 A8.1 A9.1 CS	Building Elevations Building Sections Building Sections Enlarged Plans Vertical Circulation – Stair Plans, Sections and Details Vertical Circulation – Stair and Railing Details Vertical Circulation – Elevator Plans, Sections and Details Wall Sections and Details Interior Elevations/Details Interior Details Wall Sections and Details Roof Details Window and Door Elevations and Schedules Plan Details Cover Sheet
Structural S1.1 S1.2 S1.3 S2.1 S2.2 S2.3 S3.1 S3.2	Lower Level Plan Ground Floor Framing Plan Roof Framing Plan Sections Sections & General Notes Sections Typical Concrete Repair Details Typical concrete Repair Details
Mechanical M1.0 M2.0 M3.0 M4.0 M5.0 M6.0 M7.0 M8.0 M9.0 M10.0 M11.0 M12.0 M13.0 M14.0 M15.0 M15.0 M16.0 M17.0 M18.0	Basement Floor Plan Sanitary Sewer Piping and Domesetic water Piping Demolition Main Floor Plan Sanitary Sewer Piping and Domesetic Water Piping Demolition Basement Floor Plan Sanitary Sewer Piping and Domesetic Water Piping New Main Floor Plan Sanitary Sewer Piping and Domesetic Water Piping New Existing Basement Floor Plan – HVAC Demolition Main Floor Plan – HVAC Demolition Basement Floor Plan – HVAC New Main Floor Plan – HVAC New Rooftop Plan – HVAC New Basement and Main Floor Plan – Hydronic Piping New Domestic Water Piping Schematic Mechanical Sections and Details Sheet 1 of 2 Mechanical Sections and Details Sheet 2 of 2 Mechanical Sanitary Sewer Piping Schematic Mechanical Natural Gas Piping Schematic Mechanical Hydronic Piping Schematic Sheet 1 of 2 Mechanical Hydronic Piping Schematic Sheet 2 of 2 Mechanical Hydronic Piping Schematic and Details
Electrical E1.0 E2.0 E3.0 E4.0 E5.0 E6.0 E7.0 E8.0	Single Line Drawing and Legend Electrical Service Site Plan Electrical Lower Level Power and Systems Plan Electrical Main Floor Power and Systems Plan Electrical Rooftop Power and Systems Electrical Lower Level Lighting Electrical Main Floor Lighting Electrical Lower Level and Main floor Demolition

E9.0	Electrical Misc. Schedules
E10.0	Electrical Panel Board Schedules and Luminaire Schedule
E11.0	Electrical Life Systems and Communication Details and Riser Diagrams
E12.0	Miscellaneous Electrical Details