



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 1072-2016

**PROVISION OF CUTTING, PINNING, AND CLEANING OF MILITARY MONUMENTS
FOR THE BROOKSIDE FIELD OF HONOUR**

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	2
B6. Substitutes	2
B7. Bid Submission	3
B8. Bid	3
B9. Prices	4
B10. Disclosure	4
B11. Qualification	5
B12. Opening of Bids and Release of Information	6
B13. Irrevocable Bid	6
B14. Withdrawal of Bids	6
B15. Evaluation of Bids	7
B16. Award of Contract	7

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	1
D5. Contractor's Supervisor	1
D6. Ownership of Information, Confidentiality and Non Disclosure	2
D7. Notices	2

Submissions

D8. Authority to Carry on Business	2
------------------------------------	---

Control of Work

D9. Commencement	2
D10. The Workplace Safety and Health Act (Manitoba) – Qualifications	3
D11. Safety	3
D12. Inspection	3
D13. Orders	3
D14. Records	4

Measurement and Payment

D15. Invoices	4
D16. Payment	4

Warranty

D17. Warranty	5
---------------	---

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Services	1
E3. Approved Products	1

E4. References	2
E5. Submittals	2
Products	
E6. Stainless Steel Pins	3
E7. Epoxy Adhesive	3
E8. Replacement Granite Monuments	3
E9. Black Litho Chrome Paint	4
Execution	
E10. Manufacturer's Instructions	4
E11. Pinned Connection Installation for Upright, Exposed Beam Supported Monuments	4
E12. Cleaning of Monuments	5
E13. Inspection and Collection	5

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF CUTTING, PINNING, AND CLEANING OF MILITARY MONUMENTS FOR THE BROOKSIDE FIELD OF HONOUR

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 5, 2017.

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. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 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 promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 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.

B3.5 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.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. CONFIDENTIALITY

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

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/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- 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 Contract;
 - (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 Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and

obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

- 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/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with 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.

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
- 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 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.5 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).
- B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.7.1 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 Submission.
- B7.8 If the Bid is submitted by facsimile transmission, it shall be submitted to 204 949-1178
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

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/her own name, his/her 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/her 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/her 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/her 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 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 a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Notwithstanding C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. DISCLOSURE

B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full

disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are:

- (a) Larsens Memorials
- (b) Concrete Restoration Services
- (c) Veterans Affairs Canada
- (d) Rock of Ages
- (e) Hilti Canada

B11. QUALIFICATION

B11.1 The Bidder shall:

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

B11.2 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>

B11.3 Further to B11.4(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (c) 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/>).

B11.4 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

- B11.5 The collection, transport, protection, storage, cutting and core drilling of the granite monuments shall be carried out by qualified practitioners with extensive experience in the repair and manufacture of Veteran Affairs Canada granite grave monuments.
- B11.6 The installation of epoxy adhesive and connection pins shall be carried out by practitioners experienced and certified trained with the manufacturer's products and required installation methods.
- B11.7 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B11.8 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B12. OPENING OF BIDS AND RELEASE OF INFORMATION

- B12.1 Bids will not be opened publicly.
- B12.2 Following the Submission Deadline, the names of the Bidders and their 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 9 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 for the time period specified in Paragraph 9 of Form A: Bid.

B14. WITHDRAWAL OF BIDS

- B14.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B14.1.1 Notwithstanding C22.5, 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.
- B14.1.2 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.
- B14.1.3 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 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Bid withdrawn.

B14.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her 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.

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 therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (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/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

B15.4 Further to B15.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B15.4.1 Further to B15.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B15.5 This Contract will be awarded as a whole.

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/her Bid upon written request to the Contract Administrator.
- B16.4 Notwithstanding C4.1, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B16.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of Cutting, Pinning, Cleaning and repainting of Military Monuments for the Brookside Field of Honour for the period from date of award until December 31, 2018, with the option of two (2) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on January 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 The Work shall be done on an "as required" basis during the term of the Contract.

D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.2.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 All Work is subject to receipt of funding.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Janzen O'Donnell
Cemeteries Operations Coordinator

Telephone No. 204-794-4258

Email Address: jodonnell@winnipeg.ca

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.

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

D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

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

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

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

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

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

D7. NOTICES

D7.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: 204 949-1174

D7.2 **Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B7.**

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

CONTROL OF WORK

D9. COMMENCEMENT

D9.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D9.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.14; and
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D10. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D10.1 Further to B11.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B11.4.

D11. SAFETY

D11.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D11.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D11.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated;

D12. INSPECTION

D12.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.

D12.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D13. ORDERS

D13.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D14. RECORDS

- D14.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D14.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) Monument, Deceased Veteran name;
 - (b) user name(s) and addresses;
 - (c) order date(s);
 - (d) service date(s); and
 - (e) description and quantity of services provided.
- D14.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D15. INVOICES

- D15.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed delivered to:
- The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204 949-0864
Email: CityWpgAP@winnipeg.ca
- D15.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of work performed;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D15.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.**

D16. PAYMENT

- D16.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D16.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D17. WARRANTY

D17.1 Warranty is as stated in C12.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
S1	Brookside Field of Honour Restoration

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

E2. SERVICES

E2.1 The Contractor shall cut, pin, and clean military monuments, supply replacement monuments, or apply Litho chrome paint as approved by variation order in accordance with the requirements hereinafter specified.

E2.2 Item No. 1 - Cutting, Pinning, and Cleaning of Military Monuments shall be in accordance with E11 and E12.

E2.2.1 Approximately 200 units are to be completed prior to March 31, 2017; and

E2.2.2 A minimum of 400 units are to be completed in year one (1) of the Contract.

E2.3 Item No. 2 – Manufacture of Replacement Granite Military Monuments shall be in accordance with E8.

E2.4 Item No. 3 – Application of Black Litho Chrome Paint shall be in accordance with E9.

E2.5 All work required to supply new granite monuments as indicated on the drawings and specifications.

E2.6 Each replacement granite monument will be measured as an individual unit.

E2.7 The measurements will be made prior to manufacture of new granite monuments.

E2.8 All measurements will be completed by the Contract Administrator in the presence of the Contractor. All quantities to be agreed upon in writing.

E2.9 Provide 24 hours notice prior to required measurements.

E3. APPROVED PRODUCTS

E3.1 The following products are approved;

- (a) Barre Gray Granite from Rock of Ages Corporation, P.O. Box 482, Barre Vermont, 05641, USA.
- (b) HILTI HAS-R 316 Stainless Steel threaded rods.
- (c) HILTI HIT-RE 500v3.
- (d) Black Litho-Chrome Paint

E3.2 These Specifications shall apply to the Work.

E4. REFERENCES

- E4.1 American Society for Testing and Materials International (ASTM)
 - E4.1.1 ASTM C881/C881M-02, Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete.
 - E4.1.2 ASTM C882-05, Standard Test Method for Bond Strength of Epoxy-Resin Systems Used With Concrete By Slant Shear.
 - E4.1.3 Stainless Steel Bolts, Hex Cap Screws, and Studs: ASTM F593
- E4.2 ACI 355.4-11 Qualification of Post-Installed Adhesive Anchors in Concrete and Commentary
- E4.3 Public Works and Government Services Canada, Real Property Branch, Professional and Technical Services Management, Heritage Conservation Directorate.
 - E4.3.1 National Technical Maintenance Manual for Veterans' Gravesites in Canada.

E5. SUBMITTALS

- E5.1 Product Data:
 - (i) Submit two (2) copies of manufacturer's printed product literature, Manufacturer's installation instructions, specifications and data sheet.
 - (ii) Submit two (2) copies of WHMIS MSDS Material Safety Data Sheets.
 - (iii) Submit two (2) copies to the Contract Administrator of proposed source of material to be supplied for all materials included in this Section.
- E5.2 Installer Qualifications & Procedures:
 - (i) Submit installer qualifications as stated in item B11 and E5.4. Submit a letter stating method of training and intended dates of training from the epoxy product manufacturer, for the epoxy product to be used. Training to meet requirements of Section E5.4.
 - (ii) On completion of training submit certificates from the epoxy supplier to confirm each installation employee, to be used on the work project, their successful completion and qualification to use the epoxy and complete the installation work.
 - (iii) Any change of installation personnel will require submitting a manufacturer trained certificate for the new installer, prior to their commencing any work on the project.
- E5.3 Quality Assurance:
 - (i) Certificates: submit two (2) copies of product certificates signed by manufacturer certifying materials have been supplied and delivered.
 - (ii) Pre-Installation Meetings: conduct pre-installation meeting with the Contract Administrator to verify project requirements, manufacturer's installation instructions and manufacturer's warranty requirements.
 - (iii) Submit two (2) copies of written procedures for safe off and on loading, protection and storage of granite monuments.
 - (iv) Submit two (2) copies of written procedures for cutting existing granite monument bases to suit the new length requirements for upright, pinned monument mounting on exposed beam.
 - (i) NOTE: All monuments will be photographed as a record of condition, by the Contract Administrator, with copies provided to Contractor at time of collection of monuments.
 - (v) Allow for unscheduled shop inspections by Contract Administrator and others during completion of monument modifications and manufacturing of new monuments.
- E5.4 Installer Training:

- (i) Conduct a thorough certificated training with the epoxy product manufacturer or the manufacturer's representative, for all employees to be employed on the project.
- (ii) Training to consist of a review of the complete installation process for drilled-in anchors, to include but not limited to:
 - (i) hole drilling procedure;
 - (ii) hole preparation & cleaning technique;
 - (iii) adhesive injection technique & dispenser training maintenance;
 - (iv) proof loading.

PRODUCTS

E6. STAINLESS STEEL PINS

E6.1 Stainless steel anchors shall be AISI Type 316 to comply with ASTM F593. Threaded steel rods must be straight and free of indentations or other defects along their length. The ends may be stamped with identifying marks and the embedded end may be blunt cut or cut on the bias to a chisel point.

- (i) Pin diameter: 3/8th or 9mm by 8 inches or 200mm length. AISI Type 316. Stainless Steel meeting the requirements
- (ii) Minimum tensile strength: 689MPa
- (iii) Minimum yield strength: 448 MPa
- (iv) Minimum Elongation 20 percent for AISI Type 316 ASTM F 593 stainless steel threaded rods

E6.2 Acceptable Material:

- (i) HILTI HAS-R 316 Stainless Steel threaded rods.
- (ii) Alternate materials will not be accepted.

E7. EPOXY ADHESIVE

E7.1 High strength, two-component injectable epoxy adhesive, each component pre-packaged separately by means of dual cylinder foil pack, tested in accordance with ACI 355.4-11 for core drill holes.

- (i) 2-day bond strength per ASTM C882M-13A: 10.8MPa
- (ii) Compressive strength per ASTM D695-10: 82.7MPa
- (iii) 7 day tensile strength per ASTM D638-14: 49.3MPa
- (iv) Elongation at break per ASTM D638-14: 1.1%
- (v) Absorption per ASTM D570-98: 0.18%
- (vi) Linear coefficient of shrinkage on cure per ASTM D566-86: 0.008
- (vii) Gel time @ 22°C: 25min
- (viii) Full cure time @ 22°C: 6.5h

E7.2 Acceptable Material:

- (i) HILTI HIT-RE 500v3
- (ii) Alternate materials will not be accepted.

E8. REPLACEMENT GRANITE MONUMENTS

E8.1 Replacement granite monuments to be Barre Light Grey granite steeled 1, balance sawn, to National Technical Maintenance Manual for Veterans' Gravesites in Canada.

E8.2 Dimensions:

- (i) Height of visible stone face: 813mm at centre of stone.

- (ii) Length of monument for exposed beam/pinned type: 813mm at centre of stone.
- (iii) Width: 381mm.
- (iv) Thickness: 76mm.
- (v) Curved top: 762mm radius.

E8.3 Acceptable Material:

- (i) Barre Gray Granite from Rock of Ages Corporation, P.O. Box 482, Barre Vermont, 05641, USA
- (ii) Alternate materials will not be accepted as per specification from National Veterans Affairs Technical Maintenance Manual for Veterans' Gravesites and Memorials in Canada

E8.4 Engraving:

- (i) Shall match inscription design and content from existing old monument.
- (ii) Inscribing by sandblast process V sunk, or by hand, to a minimum depth of 6mm.
- (iii) Lettering to Smith Sip No. 2, Monu Cad No. 69, or Roman font.
- (iv) No highlighting of letters.

E9. BLACK LITHO CHROME PAINT

E9.1 Only Litho-chrome paint shall be used in the black painting of monuments.

E9.2 Comply with Manufacturer's instructions and recommendations for product use and application.

EXECUTION

E10. MANUFACTURER'S INSTRUCTIONS

E10.1 Compliance: comply with manufacturer's written data for handling, storing, cutting, drilling, mixing, injecting, placing, and curing, including product technical bulletins, product catalogue installation instructions, product carton installation instructions and data sheets.

E11. PINNED CONNECTION INSTALLATION FOR UPRIGHT, EXPOSED BEAM SUPPORTED MONUMENTS

E11.1 Supply and install two (2) Stainless Steel 3/8th threaded pins per granite monument in accordance with ASTM F593, and as indicated on the drawings.

E11.2 Carefully off load protect store monuments until they are ready for return. Contractor must have experience with monument handling and coordinate pre-delivery and collection meetings to review all procedures with the Contract Administrator.

E11.3 Cut the base of the existing monuments to suit the length requirements in item E8.2(i) for pinned monuments mounted on exposed beams. Contractor must have experience with cutting of weathered granite stone/monuments.

E11.4 Contractor will be held responsible for replacement or repair of any damaged granite monuments during these processes. NB. See note below. Prior to delivery acceptance of any existing monuments, Contractor is to closely inspect and digitally photograph all existing conditions, and inform the Contract Administrator in writing of any monuments that they deem to be damaged due to their existing conditions.

E11.5 For the purpose of pricing, the Contractor is to include for twenty-five (25) replacement granite monuments as per specification item E8 and is to provide a replacement unit rate as indicated in item E2.5 to E2.9 should existing conditions require additional monument replacements.

- (i) NOTE: If a monument breaks during cutting it will be the Contractor's responsibility to provide to the Contract Administrator, evidence to substantiate the cause of the

break and receive approval to provide a new granite monument. Only breaks caused by age of the monument will be considered as chargeable replacements under the contracted price. Approval to include the replacement of the monument as a chargeable item under the contract remains at the discretion of the Contract Administrator. Where replacement is approved the unit quantities for new granite monuments will be increased accordingly and a contract change order issued.

- E11.6 The procedures to follow for items E11.7 to E11.9 shall be conducted within the Contractor's shop under controlled conditions before collection by the cemetery staff.
- E11.7 Using a template/jig to ensure correct positioning, core hole-drill (Not percussion drill) two (2) holes in the bottom of the cut existing granite monument, or new granite monument, as indicated on the drawings. Ensure the holes are straight into the monument and do not tilt towards one face of the monument. Use a diamond-coring bit sized 7/16th diameter, Core drill holes 4 inches or 100mm deep; do not over-drill the depth.
- E11.8 Clean the holes of all dust, debris and excess water using manufacturer's wire brush and oil free compressed air; all to be cleaned as per epoxy adhesive manufacturer's training and printed epoxy use instructions.
- E11.9 Inject epoxy adhesive following epoxy adhesive manufacturer's training and printed instructions for use. Allow the epoxy to fully cure before moving the monument. Pins will need to be held in position until epoxy is fully cured to prevent rods from moving/leaning out of position.

E12. CLEANING OF MONUMENTS

- E12.1 Thoroughly clean the surfaces of the monument by gentle application of a wheel with course grinding pad. The grinding shall not alter the surface of the stone, but simply remove any dust, dirt, debris, rust marks, small chips, or scratches. The end result shall be a consistent, even, bright, and clean surface.
 - (i) NOTE: If the engraved surface has a steeled finished surface, do not grind; this type of surface will require cleaning using Klenetone solution as per manufacturer's instructions for use and the Veterans Affairs National Technical Maintenance Manual for Military Markers.
- E12.2 For those existing monuments that were manufactured to previous Veterans Affairs specifications for manufacturing standards and that included the use of black Litho Chrome paint on the lettering and emblems, the use of Litho Chrome paint must only be performed, where the paint is no longer clearly visible and thereby the lettering is unreadable to the naked eye at 6.5 feet and in normal light.
 - (i) NOTE 1. Monuments that have obvious unskilled hand painting applied and where the paint is not Litho Chrome are to be cleaned of all such paint and markings.
 - (ii) NOTE 2: Approval to include the use of Black Litho Chrome Paint on a monument is a chargeable item under the contract; use remains at the discretion of the Contract Administrator. Where Litho Chrome paint is approved, the unit quantities for application of paint will be increased accordingly and a contract change order issued.
- E12.3 For the purpose of pricing, the Contractor is to include for twenty (20) monuments to have black litho chrome paint applied and is to provide a unit rate as indicated in Item E9 should existing conditions require monument painting.

E13. INSPECTION AND COLLECTION

- E13.1 Contractor to arrange collection of ready to install monuments with the Contract Administrator, to permit inspection and signed acceptance of monuments. Acceptance will include inspection of such items as monument inscriptions, final cleaning, straightness of installed pins and pin length, the tight securement of each pin to the monument and no damages such as scrapes or chips to the monument surfaces. All noted deficiencies to be corrected by Contractor prior to

issuance of final payment. It is recommended for the Contractor to photograph all monuments to establish their condition during the collection visit and prior to packaging for shipping.

- E13.2 Packaging shall include the pallet loading of monuments in batches as previously agreed with the Contract Administrator and shall include for the wrapping of the pallet and monuments and use of layering material between monuments to protect the surfaces.