



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 129-2016

CONSTRUCTION OF THE NEW WINDSOR PARK LIBRARY – 1201 ARCHIBALD ST.

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 CONSTRUCTION OF THE NEW WINDSOR PARK LIBRARY – 1201 ARCHIBALD ST.

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 29, 2016.

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 Bidder may attend a Site meeting from 9:00am to 10:00am on April 15, 2016.

B3.2 The Bidder is advised that the Environmental Site Assessment studies (ESA I & II) confirmed the presence of environmental contamination associated with the past use of the site. The site remediation has been completed by the city. Please refer to specification NMS Division 014113 - Site Demolition for site plan showing approximate location of remediation work.

B3.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Site Meeting 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. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or

(c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.2.1 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>

B6.2.2 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.

B6.3 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.

B7. SUBSTITUTES

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

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

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

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

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

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/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.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base 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 B17.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Bid Security;
 - (i) Form G1: Bid Bond and Agreement to Bond, or
Form G2: Irrevocable Standby Letter of Credit and Undertaking, or
a certified cheque or draft;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 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.
- B8.4 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.
- B8.4.1 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.
- B8.5 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.6 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 B17.1(a).
- B8.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.8 Bids shall be submitted to:

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

B9. BID

- B9.1 The Bidder shall complete Form A: Bid, making all required entries.
- B9.2 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.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 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/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.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Bidder shall state the lump sum price in Canadian funds for the Work on Form B: Prices.
- B10.2 The Bidder shall state a separate price in Canadian funds for each of the following items of work on Form B: Prices:
- (a) Separate Price - Item No. 1 shall be the amount to be deducted from the lump sum price if the fireplace is deleted in accordance with 10 31 00 – Manufactured Fireplaces of the Specifications;
 - (b) Separate Price - Item No. 2 shall be the amount to be deducted from the lump sum price if Corten Steel siding on North wall is substituted for Fibre Cement siding in accordance with 07 46 46 – Fibre Cement Siding of the Specifications.

B10.3 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. DISCLOSURE

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

B11.2 The Persons are:

- (a) Dyregrov Robinson Inc., Consulting Geotechnical Engineers, 101- 1555 St. James St, Winnipeg, MB. R3H 1B5
 - (i) Geotechnical Investigation Report.
- (b) Phillips & Stevens, 473 Henderson Hwy, Winnipeg, MB. R2K 2H7
 - (i) Topographic Survey.

B12. QUALIFICATION

B12.1 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.

B12.2 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>

B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) provide a Supervisor with a minimum of ten (10) years specific related experience.

B12.4 The Bidder shall provide, in his/her Bid:

- (a) a résumé/Curriculum vitae for proposed Supervisor.

B12.5 Further to B12.3(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/>).

B12.6 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.

B12.7 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.

B13. BID SECURITY

B13.1 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.

B13.1.1 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.

B13.1.2 All signatures on bid securities shall be original.

B13.1.3 The Bidder shall sign the Bid Bond.

B13.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.

B13.2 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.

B13.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B13.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.

B13.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.

B13.3 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.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

- B14.1 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.
- B14.1.1 Bidders or their representatives may attend.
- B14.1.2 Bids determined by the Manager of Materials, or his/her designate, to not include the bid security specified in B13 will not be read out.
- B14.2 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/>
- B14.3 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/>
- B14.4 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.

B15. IRREVOCABLE BID

- B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.
- B15.2 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.

B16. WITHDRAWAL OF BIDS

- B16.1 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.
- B16.1.1 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.
- B16.1.2 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 12 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B16.1.3 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 12 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Bid withdrawn.
- B16.2 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 B15.2 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.

B17. EVALUATION OF BIDS

B17.1 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 B12 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

B17.2 Further to B17.1(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.

B17.3 Further to B17.1(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.

B17.4 Further to B17.1(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 B10.2 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.

B18. AWARD OF CONTRACT

B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B18.2 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.

B18.2.1 Without limiting the generality of B18.2, 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.

B18.3 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 B17.

B18.3.1 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.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the 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 a 742 square meters (7,987 sq. ft.) City of Winnipeg owned Neighbourhood Library (Windsor Park) featuring a main library open space, including a children's area, multipurpose room, tutorial room, office, library services area and auxiliary spaces. The new Windsor Park Library construction will consist of structural steel, including a steel space frame roof support in the main library area, on a cast in place pile and grade beam foundation with a hollow core and structural concrete slab floor system combination. Wall construction will consist primarily of curtain wall and concrete masonry units.

D2.2 The major components of the Work are as follows:

- (a) Supply and installation of cast-in-place foundation system.
- (b) Supply and installation of structural concrete floor slab system (m+e area only).
- (c) Supply and installation of hollow core floor slab system.
- (d) Supply and installation of structural steel framing.
- (e) Supply and installation of steel space frame and steel joist roof framing.
- (f) Supply and installation of exterior walls and roof.
- (g) Supply and installation of interior partitions and finishes.
- (h) Supply and installation of mechanical systems.
- (i) Supply and installation of electrical systems.
- (j) Supply and installation of footbridge.
- (k) Site work: excavation, trenching, backfilling grading, utilities, paving and landscaping.
- (l) Supply and installation of all items in the Contract Documents.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is david penner architect + h5 architecture, represented by:

Helio Rodrigues, MAA, SAA, MRAIC, LEED AP
Principal Architect

Telephone No. 204.774.0012

Email: helio@h5architecture.ca

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

D3.3 Bids Submissions must be submitted to the address in B8.8.

D4. CONTRACTOR'S SUPERVISOR

D4.1 At the pre-construction meeting, 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. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D5.1 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.
- D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D5.3 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.
- D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. NOTICES

- D6.1 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 facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at facsimile number identified in D3.1.
- D6.3 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
- D6.4 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 facsimile number:
- The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155

D6.5 Bids Submissions must be submitted to the address in B8.8

D7. FURNISHING OF DOCUMENTS

- D7.1 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

D8. AUTHORITY TO CARRY ON BUSINESS

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

D9. SAFE WORK PLAN

D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D10. INSURANCE

D10.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) Wrap-up general liability insurance in the joint names of the City, the Contractor, all sub-contractors, the consultants and sub-consultants involved in the Project, with limits of not less than two million (\$2,000,000) Dollars per occurrence inclusive per occurrence and two million dollars (\$2,000,000) general aggregate, covering bodily injury, personal injury, property damage and products and completed operations consistent with industry standard insurance policy wordings. Wrap up liability insurance to also include evidence of contractual liability and cross liability and 24 months completed operations.
- (b) 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, at all times during the performance of the Work and until the date of substantial performance.
- (c) Project specific Contractors Pollution Liability (CPL) insurance in the amount of at least two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) aggregate covering third party injury and property damage claims, including clean-up costs and transported cargo as a result of pollution conditions arising from the Contractor's operations and completed operations. Such policy shall name the City as an additional insured and remain in place for a minimum of twenty-four (24) months following Total Completion Date.
- (d) Automobile liability insurance for bodily injury, death, and damage to property, covering all licensed vehicles owned or leased by the contractor and sub-contractors and used for the Project, with limits of not less than two million (\$2,000,000.00) dollars inclusive per occurrence.
- (e) General liability in an amount of no less than two million (\$2,000,000) inclusive per occurrence limit for bodily injury, personal injury, property damage and products and completed operations consistent with industry standard insurance policy wordings with a minimum two million (\$2,000,000) general aggregate.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 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.

D10.4 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.

D10.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D11. PERFORMANCE SECURITY

D11.1 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.

D11.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D11.2 If the bid security provided in his/her Bid was not a certified cheque or draft pursuant to B13.1(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.

D12. DETAILED PRICES

D12.1 The Contractor shall provide the Contract Administrator with a detailed price breakdown (Form I: Detailed Prices) 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 Contractor shall state a price for each item or sub-item of the Work identified on Form I: Detailed Prices. The detailed prices must be consistent with the price(s) provided in the Contractor's Bid.

D13. SUBCONTRACTOR LIST

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

SCHEDULE OF WORK

D14. COMMENCEMENT

D14.1 The Contractor shall not commence any Work until he/she is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.

D14.2 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 C6.15;
 - (iii) the Safe Work Plan specified in D9;
 - (iv) evidence of the insurance specified in D10;
 - (v) the performance security specified in D11;
 - (vi) the detailed prices specified in D12;
 - (vii) the Subcontractor list specified in D13; and
- (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.

D14.3 The City intends to award this Contract by June 27, 2016.

D14.3.1 If the actual date of award is later than the intended date, the dates specified for substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D15. SUBSTANTIAL PERFORMANCE

D15.1 The Contractor shall achieve Substantial Performance by May 31, 2017.

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 June 30, 2017.

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 and 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:
- (a) Maintenance of sodded areas as specified in Section 32 92 20 – Sodding;
 - (b) Maintenance of landscaped areas as specified in Section 32 93 11 – Landscape Maintenance.
- 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 bi-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/she 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).

D21. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D21.1 Further to B12.5, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.5.

MEASUREMENT AND PAYMENT

D22. INVOICES

- D22.1 Further to C12, the Contractor shall submit an invoice for each portion of Work performed 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
- D22.2 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.

D22.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D22.4 Bids Submissions must be submitted to the address in B8.8

D23. PAYMENT

D23.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D24. WARRANTY

D24.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) years thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D24.2 Notwithstanding C13.2 or D24.1, 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) 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.

D24.2.1 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 D11)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

BID OPPORTUNITY NO. 129-2016

CONSTRUCTION OF THE NEW WINDSOR PARK LIBRARY – 1201 ARCHIBALD ST.

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

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

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

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D11)

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 129-2016

CONSTRUCTION OF THE NEW WINDSOR PARK LIBRARY – 1201 ARCHIBALD ST.

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

This credit is subject to the Uniform Customs and Practice for Documentary Credit (2007 Revision), International Chamber of Commerce Publication Number 600.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM I: DETAILED PRICES
 (See D12)

CONSTRUCTION OF THE NEW WINDSOR PARK LIBRARY – 1201 ARCHIBALD ST.

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1.	Division 01 – General					
2.	Payment Procedures for Testing Laboratory Services	01 29 83				
3.	LEED Requirements	01 35 20				
4.	Construction Facilities	01 52 00				
5.	Temporary Indoor Air Quality	01 56 15				
6.	Temporary Barriers and Enclosures	01 56 00				
7.	Temporary Tree and Plant Protection	01 56 39				
8.	Temporary Erosion and Sediment Control	01 57 13				
9.	Construction Waste Management and Disposal	01 74 19				
10.	General Commissioning Requirements	01 91 13				
11.	Division 02 – Existing Conditions					
12.	Selective Site Demolition	02 41 13				
13.	Hazardous Materials	02 81 00				
14.	Division 03 - Concrete					
15.	Concrete Forming and Accessories	03 10 00				
16.	Concrete Reinforcing	03 20 00				
17.	Cast-in-Place Concrete	03 30 00				
18.	Concrete Finishing	03 35 00				
19.	Precast Concrete Hollow Core Planks	03 41 13				
20.	Concrete Topping	03 53 00				
21.	Division 04 - Masonry					
22.	Common Work Results for Masonry	04 05 00				
23.	Masonry Mortar & Grout	04 05 12				
24.	Masonry Anchorage & Reinforcing	04 05 19				
25.	Masonry Accessories	04 05 23				
26.	Concrete Unit Masonry	04 22 00				
27.	Division 05 – Metals					
28.	Structural Steel for Buildings	05 12 23				
29.	Steel Joist Framing	05 21 00				

FORM I: DETAILED PRICES
 (See D12)

CONSTRUCTION OF THE NEW WINDSOR PARK LIBRARY – 1201 ARCHIBALD ST.

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
30.	Steel Decking	05 31 00				
31.	Metal Fabrications	05 50 00				
32.	Metal Stairs and Ladders	05 51 29				
33.	Division 06 – Wood, Plastics and Composites					
34.	Rough Carpentry	06 10 00				
35.	Gypsum Sheathing	06 16 43				
36.	Cementitious Sheathing	06 16 63				
37.	Finish Carpentry	06 20 00				
38.	Architectural Woodwork	06 40 00				
39.	Division 07 – Thermal and Moisture Protection					
40.	Board Insulation	07 21 13				
41.	Sprayed Insulation	07 21 29				
42.	Vapour Retarders	07 26 00				
43.	Thermofused Membrane Air/Vapour Barrier	07 46 13				
44.	Steel Siding	07 46 19				
45.	Fiber Cement Siding	07 46 46				
46.	Modified Bituminous Membrane Roofing	07 52 00				
47.	Sheet Metal Flashing and Trim	07 62 00				
48.	Roof Specialties	07 71 00				
49.	Fire Stopping	07 84 00				
50.	Joint Sealants	07 92 00				
51.	Division 08 – Openings					
52.	Metal Doors and Frames	08 11 00				
53.	Automatic Entrances	08 42 29				
54.	Structural Sealant Glazed Curtain Walls	08 44 23				
55.	Cabinet Hardware	08 70 05				
56.	Door Hardware	08 71 00				
57.	Glazing	08 80 50				
58.	Division 09 – Finishes					
59.	Gypsum Board Assemblies	09 21 16				

FORM I: DETAILED PRICES
 (See D12)

CONSTRUCTION OF THE NEW WINDSOR PARK LIBRARY – 1201 ARCHIBALD ST.

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
60.	Non-Structural Metal Framing	09 22 16				
61.	Tiling	09 30 00				
62.	Acoustical Panel Ceilings	09 51 13				
63.	Acoustical Fabric Faced Panel Ceilings	09 51 14				
64.	Specialty Ceilings	09 54 00				
65.	Resilient Sheet Flooring	09 65 16				
66.	Tile Carpeting	09 68 13				
67.	Cork Wall Coverings	09 72 13				
68.	Painting	09 91 00				
69.	Painting Exterior Metal Surfaces	09 97 19				
70.	Division 10 – Specialties					
71.	Signage	10 14 00				
72.	Toilet Compartments	10 21 13				
73.	Toilet and Bath Accessories	10 28 00				
74.	Manufactured Fireplaces	10 31 00				
75.	Fire Extinguishers	10 44 16				
76.	Book Chutes	10 55 91				
77.	Division 11 – Equipment					
78.	Appliances	11 31 00				
79.	Projection Screens	11 52 13				
80.	Division 12 – Furnishings					
81.	Roller Window Shades	12 24 13				
82.	Solid Surfacing Countertop	12 36 61.16				
83.	Division 13 – Special Construction					
84.	Metal Space Frames	13 32 13				
85.	Division 21 – Fire Suppression					
86.	Common Work Results for Mechanical	21 05 00				
87.	Plumbing	Division 22				
88.	HVAC	Division 23				
89.	Integrated Automation	Division 25				

FORM I: DETAILED PRICES
 (See D12)

CONSTRUCTION OF THE NEW WINDSOR PARK LIBRARY – 1201 ARCHIBALD ST.

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
90.	Electrical	Division 26				
91.	Communications	Division 27				
92.	Electronic Safety and Security	Division 28				
93.	Division 31 – Earthwork					
94.	Earthwork	31 00 00				
95.	Aggregate Materials	31 05 17				
96.	Excavation, Trenching & Backfilling	31 23 10				
97.	Rough Grading	31 23 13				
98.	Geotextiles	31 32 19				
99.	Pile Foundations, General Requirements	31 61 13				
100.	Bored Concrete Piles	31 63 23				
101.	Division 32 – Exterior Improvements					
102.	Granular Sub-Base	32 11 19				
103.	Aggregate Base Course	32 11 23				
104.	Asphalt Paving	32 12 16				
105.	Concrete Walks, Curbs & Cutters	32 16 15				
106.	Chain Link Fences and Gates	32 31 13				
107.	Exterior Site Furnishings	32 37 00				
108.	Topsoil and Finish Grading	32 91 19				
109.	Sodding	32 92 20				
110.	Trees, Shrubs & Ground	32 93 10				
111.	Landscape Maintenance	32 93 11				
112.	Division 33 – Utilities					
113.	Manholes and Catch Basin Structures	33 05 14				
114.	Site Water Utility Distribution Piping	33 11 16				
115.	Public Sanitary Utility Sewage Piping	33 31 13				
116.	Storm Utility Drains	33 41 00				
117.	Foundation Drainage	33 46 13				
118.						

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

<u>Specification No.</u>	<u>Specification Title</u>
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NMS SPECIFICATIONS

DIVISION 01 – GENERAL REQUIREMENTS

01 11 00	Summary of Work
01 14 00	Work Restrictions
01 19 00	Specifications & Documents
01 25 00	Substitution Procedures
01 29 83	Payment Procedures for Testing Laboratory Services
01 31 00	Project Management and Coordination
01 31 19	Project Meetings
01 32 16	Construction Progress Schedules
01 33 00	Submittal Procedures
01 35 20	LEED Sustainable Requirements
01 35 29	Health, Safety, And Emergency Response Procedures
01 35 43	Environmental Procedures
01 41 00	Regulatory Requirements
01 41 13	Selective Site Demolition
01 42 00	References
01 45 00	Quality Control
01 51 00	Temporary Utilities
01 52 00	Construction Facilities
01 56 00	Temporary Barriers and Enclosures
01 56 15	Temporary Indoor Air Quality
01 56 39	Temporary Tree and Plant Protection
01 57 13	Temporary Erosion and Sediment Control
01 61 00	Common Product Requirements
01 73 03	Execution
01 74 11	Cleaning
01 74 19	Construction Waste Management and Disposal
01 77 00	Closeout Procedures
01 78 00	Closeout Submittals
01 91 13	General Commissioning (Cx) Requirements

DIVISION 02 – EXISTING CONDITIONS

02 41 13		Selective Site Demolition
02 81 00		Hazardous Materials
DIVISION 03	-	CONCRETE
03 10 00		Concrete Forming and Accessories
03 20 00		Concrete Reinforcing
03 30 00		Cast-in-Place Concrete
03 35 00		Concrete Finishing
03 41 13		Precast Concrete Hollow Core Planks
03 53 00		Concrete Topping
DIVISION 04	-	MASONRY
04 05 00		Common Work Results for Masonry
04 05 12		Masonry Mortar & Grout
04 05 19		Masonry Anchorage & Reinforcing
04 05 23		Masonry Accessories
04 22 00		Concrete Unit Masonry
DIVISION 05	-	METALS
05 12 23		Structural Steel for Buildings
05 21 00		Steel Joist Framing
05 31 00		Steel Decking
05 50 00		Metal Fabrications
05 51 29		Metal Stairs and Ladders
DIVISION 06	-	WOOD, PLASTICS AND COMPOSITES
06 10 00		Rough Carpentry
06 16 43		Gypsum Sheathing
06 16 63		Cementitious Sheathing
06 20 00		Finish Carpentry
06 40 00		Architectural Woodwork
DIVISION 07	-	THERMAL AND MOISTURE PROTECTION
07 21 13		Board Insulation
07 21 29		Sprayed Insulation
07 26 00		Vapour Retarders
07 46 13		Thermofused Membrane Air/Vapour Barrier
07 46 19		Steel Siding
07 46 46		Fibre Cement Siding
07 52 00		Modified Bituminous Membrane
07 62 00		Sheet Metal Flashings & Trim
07 71 00		Roof Specialties
07 84 00		Firestopping
07 92 00		Joint Sealers
DIVISION 08	-	OPENINGS
08 06 10		Door Schedule
08 11 00		Metal Doors & Frames
08 42 29		Automatic Entrances
08 44 23		Structural Sealant Glazed Curtain Walls
08 70 05		Cabinet Hardware
08 71 00		Door Hardware
08 80 50		Glazing

DIVISION 09	-	FINISHES
09 06 00		Room Finish Schedule
09 21 16		Gypsum Board Assemblies
09 22 16		Non-Structural Metal Framing
09 30 00		Tiling
09 51 13		Acoustical Panel Ceilings
09 51 14		Acoustical Fabric-Faced Panel Ceilings
09 54 00		Specialty Ceilings
09 65 16		Resilient Sheet Flooring
09 68 13		Tile Carpeting
09 72 13		Cork Wall Coverings
09 91 00		Painting
09 97 19		Painting Exterior Metal Surfaces
DIVISION 10	-	SPECIALTIES
10 14 00		Signage
10 21 13		Toilet Compartments
10 28 00		Toilet & Bath Accessories
10 31 00		Manufactured Fireplaces
10 44 16		Fire Extinguishers
10 55 91		Book Chutes
DIVISION 11	-	EQUIPMENT
11 31 00		Appliances
11 52 13		Projection Screens
DIVISION 12	-	FURNISHINGS
12 24 13		Roller Window Shades
12 36 61.16		Solid Surfacing Countertop
DIVISION 13	-	SPECIAL CONSTRUCTION
13 32 13		Metal Space Frames
DIVISION 21	-	FIRE SUPPRESSION
21 05 00		Common Work for Mechanical
DIVISION 22	-	PLUMBING
22 10 00		Plumbing Piping
22 42 01		Plumbing Specialties
22 42 02		Plumbing Fixtures
22 47 00		Plumbing Equipment
DIVISION 23	-	HVAC
23 05 13		Motors
23 05 19		Gages and Meters
23 05 20		Hydronic Specialties
23 05 29		Supports and Anchors
23 05 53		Mechanical Identification
23 05 93		Testing, Adjusting, and Balancing for HVAC
23 07 13		Duct Insulation
23 07 16		Equipment Insulation
23 07 19		Piping Insulation
23 21 00		Hydronic Piping
23 21 23		HVAC Pumps
23 25 00		Chemical Treatment for Piping
23 31 00		Duct Work

23 32 48	Sound Attenuators
23 33 00	Duct Work Accessories
23 34 16	Centrifugal Fans
23 36 00	Air Terminal Units
23 37 00	Air Outlets and Inlets
23 52 16	Boilers – Condensing Cast Iron
23 64 10	Water Chillers – Air Cooled
23 72 00	Air-To-Air Heat Exchangers
23 73 23	Air Handling Units – Vision
23 81 25	Split Air Conditioning Units
23 82 00	Terminal Heat Transfer Units
23 84 15	Humidifiers - Steam
DIVISION 25	– INTEGRATED AUTOMATION
25 30 00	Instruments and Control Elements
25 50 02	Digital Control Equipment
25 50 03	Variable Frequency Drives
25 90 00	Sequence of Operation
DIVISION 26	– ELECTRICAL
26 00 10	Common Work Results for Electrical
26 05 19	Building Wire and Cable
26 05 26	Grounding and Bonding
26 05 29	Electrical Supporting
26 05 33	Conduit
26 05 34	Boxes
26 05 36	Cable Trays
26 05 53	Electrical Identification
26 05 80	Equipment Wiring
26 23 13	Enclosed Switches
26 24 16	Panel Boards
26 27 26	Wiring Devices
26 29 14	Enclosed Motor Controllers
26 51 13	Interior Luminaires
26 56 29	Site Lighting
DIVISION 27	– COMMUNICATIONS
27 05 26	Grounding & Bonding for Communication
27 05 28	Pathways for Communications
27 15 13	Communications Copper Horizontal
27 51 16	Public Address
DIVISION 28	– ELECTRONIC SAFETY AND SECURITY
28 16 00	Intrusion Detection
28 31 00	Fire Alarm
DIVISION 31	– EARTHWORK
31 00 00	Earthwork
31 05 17	Aggregate Materials
31 23 10	Excavation, Trenching & Backfilling
31 23 13	Rough Grading
31 32 19	Geotextiles
31 61 13	Pile Foundations, General Requirements
31 63 23	Bored Concrete Piles
DIVISION 32	– EXTERIOR IMPROVEMENTS

32 11 19	Granular Sub-Base
32 11 23	Aggregate Base Course
32 12 16	Asphalt Paving
32 16 15	Concrete Walks, Curbs & Gutters
32 31 13	Chain Link Fences and Gates
32 37 00	Exterior Site Furnishings
32 91 19	Topsoil and Finish Grading
32 92 20	Sodding
32 93 10	Trees, Shrubs & Ground
32 93 11	Landscape Maintenance

DIVISION 33	–	UTILITIES
33 05 14		Manholes and Catch Basin Structures
33 11 16		Site Water Utility Distribution Piping
33 31 13		Public Sanitary Utility Sewage Piping
33 41 00		Storm Utility Drains
33 46 13		Foundation Drainage

Drawing No. **Drawing Name/Title**

Architectural

A000	Title
A001	Site Plan
A002	Landscape Details
A003	Canopy
A004	Canopy Details
A005	Footbridge
A101	Crawlspace Plan
A102	Floor Plan
A103	Reflected Ceiling Plan
A104	Enlarged Partial Plan
A105	Enlarged Wingwall Plan & Details
A200	Elevations & Building Section
A201	Enlarged Partial Elevations
A400	Interior Elevations
A401	Interior Elevations
A500	Wall Sections
A501	Section Details
A502	Plan Details
A503	Miscellaneous Details
A504	Millwork Details & Door Schedule
A600	Partial Furniture Plan, South
A601	Partial Furniture Plan, North

Civil

C100	Grading & Services Plan
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Structural

S0	General Notes
S0A	Typical Notes & Details
S1	Foundation & Main Floor Framing Plan
S2	Roof Framing Plan
S2A	Corner Framing Plan Details & Canopy Sections
S3	Sections & Details

- S4 Sections & Details
- S5 Sections & Details
- S6 Foot-Bridge Framing Plan & Section & Details

Mechanical

- M0.1 Symbols & Abbreviations
- M1.1 Site Plan
- MP2.1 Crawlspace Plumbing
- MP2.2 Main Floor Plumbing
- MP4.1 Details Plumbing
- MY2.1 Crawlspace Hydronic
- MY2.2 Main Floor Hydronic
- MY3.1 Hydronic Schematic
- MY4.1 Details Hydronic
- MH2.1 Crawlspace HVAC
- MH2.2 Main Floor HVAC
- MH4.1 Details HVAC
- MH4.2 Details HVAC
- M3.1 Large Scale Plan
- M5.1 Mechanical Sections
- M6.1 Control Schematics
- M6.2 Control Schematics
- M7.1 HVAC & Plumbing Schedule

Electrical

- E0.1 Symbols & Abbreviations
- E1.1 Electrical Site Plan
- EL2.1 Main Floor Lighting
- EP2.0 Crawlspace Power & Systems
- EP2.1 Main Floor Power & Systems
- E4.1 Electrical Details
- E5.1 Power Distribution Riser Diagram
- E5.2 Miscellaneous Riser Diagram
- E5.3 Fire Alarm Riser Diagram
- E6.1 Electrical Schedules
- E6.2 Electrical Schedules
- E6.3 Electrical Schedules

E2. SOILS INVESTIGATION REPORT

- E2.1 Further to C3.1, See Appendix A - Geotechnical Report as prepared by Dyregrov Robinson Inc. Consulting Geotechnical Engineers, dated December 30, 2015.
- E2.2 Further to C3.1, See Appendix B – Helical Screw Pile Foundations letter by Dyregrov Robinson Inc. Consulting Geotechnical Engineers, dated March 17, 2016.

E3. HAZARDOUS MATERIALS

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

E4. MATERIALS AND EQUIPMENT

- E4.1 Contractor shall be responsible for all transportation, handling, protection, storage and disposal of materials and equipment

E5. MATERIAL DATA SAFETY SHEETS

- E5.1 Comply with requirements of workplace hazardous materials information system (whmis) regarding use, handling, storage and disposal of hazardous materials and regarding labeling and provision of material safety data sheets acceptable to Labour Canada.
- E5.2 Contractor shall provide the Contract Administrator with one (1) copy of Material Safety Data Sheets (MSDS's) for all products to be used in the performance of the Work at least two (2) Business Days prior to bringing such materials to Site.
- E5.3 Throughout the term of the Contract, the Contractor shall provide the Contract Administrator with revisions or updates of the MSDS's as soon as may be reasonably possible.

E6. QUALITY OF WORK

- E6.1 Ensure Quality of Work is of highest standard, executed by workers experienced and skilled in respective duties for which they are employed. Immediately notify Contract Administrator if required Work is such as to make it impractical to produce required results..
- E6.2 Do not employ anyone unskilled in his/her required duties. Contract Administrator reserves right to require dismissal from site, workers deemed incompetent or careless.
- E6.3 Decisions as to standard or fitness of Quality of Work in cases of dispute rest solely with Contract Administrator, whose decision is final.

E7. USE OF SITE AND PREMISES

- E7.1 Contractor shall allow for continued access to the building and Work Area throughout the construction period and shall ensure that both the building and Work Area's access and egress is maintained to the approval of the Local Authorities having Jurisdiction, local by-laws, and Work Place Safety and Health Policies. This will also be applicable to street accesses. Construction personnel must use only designated entrances for access to Work areas, delivery of materials and/or equipment and removal of construction debris.
- E7.2 Restrict equipment, Work, workers and storage of construction materials, tools, equipment, etc. to designated areas and established routes to and from Work areas. Confirm designated areas and routes with Contract Administrator.
- E7.3 Any deliveries or movement that must occur through the main reception area shall be scheduled and arranged with the Contract Administrator prior to commencement of such delivery or activity, and the Contractor shall submit a Safety Access Plan.
- E7.4 Keep all fire lanes, egress, and access routes clear at all times.

E8. SITE SAFETY AND TRAFFIC CONTROL

- E8.1 Contractor shall observe and enforce all construction safety measures required by the Manitoba Building Code, Worker's Compensation Board, Municipal Statute or By-Laws. In the event of a conflict between any provisions of the above authorities, the most restrictive provision shall apply.
- E8.2 All Work performed shall meet Workplace Safety and Health Act standards. Contractor shall ensure that all workers follow safe working practises, including but not limited to CSA Z462-08 and NFPA 70E.
- E8.3 Contractor shall be responsible for taking steps to protect building staff and the public from any hazards related of the Work
- E8.4 Contractor shall maintain traffic flow around the building. Contractor's operations shall in no way interfere with the safe movement of vehicle and pedestrian traffic.

E9. HOUSEKEEPING

- E9.1 Contractor shall maintain a clean and safe Work area.
- E9.2 All interior areas, sidewalks, streets, approaches, driveways and properties near the Work Site shall be kept clean of debris and materials related to the Work at all times by the Contractor.
- E9.3 Contractor shall take care to ensure that surrounding surfaces and equipment in the Work area are not damaged by tools or materials. Contractor shall be responsible to replace and/or make repairs to the Contract Administrator's satisfaction any surface and/or equipment damaged during the Work.
- E9.4 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all plant and surplus products, tools, construction materials and equipment. The Contractor shall also have removed waste products and debris.