



THE CITY OF WINNIPEG

TENDER

TENDER NO. 1176-2019

BUILDING SYSTEMS UPGRADE – 2055 NESS AVENUE

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 BUILDING SYSTEMS UPGRADE – 2055 NESS AVENUE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, December 19, 2019.

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

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder shall attend ONE (1) of the following Site meetings. Attendance at one of the following meetings is mandatory, and the Bid of any Bidder not having attended will be rejected on the basis that it is non-responsive.

(a) At 10:00 am on December 3, 2019, OR

(b) At 10:00 am on December 5, 2019

B3.2 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 Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

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

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

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

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

B5. CONFIDENTIALITY

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

(a) was known to the Bidder before receipt hereof; or

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

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

B6. ADDENDA

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

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

B6.3 Addenda will be available on the on the MERX website at www.merx.com.

B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D3.

B7. SUBSTITUTES

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

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

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least 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 B18.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Form G1: Bid Bond and Agreement to Bond;
- 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.
- B8.4 The Bid shall be submitted electronically through MERX at www.merx.com
- B8.4.1 Bids will **only** be accepted electronically through MERX.
- B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B18.1(a).

B9. BID

- B9.1 The Bidder shall complete Form A: Bid, 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 11 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;
 - (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 entered below such signatures.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Notwithstanding C12.2.3(c), prices on Form B: Prices shall not include the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.1.2 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D25. Any such costs shall be determined in accordance with D25.
- (a) Separate Price - Item No. 1 shall be the amount to be deducted from the total bid price if MATERIAL LIFT is deleted in accordance with E5.2 of the Specifications;
 - (b) Separate Price - Item No. 2 shall be the amount to be deducted from the total bid price if LOBBY CENTRE COLUMNS is deleted in accordance with E5.3 of the Specifications.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10.4 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B10.4.1 Bidders are advised that the calculation indicated in B18.5 will prevail over the Total Bid Price entered in MERX.

B11. DISCLOSURE

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

B11.2 The Persons are:

- (a) Pro-Guard Painters
 - (i) budgetary information related to lead paint abatement and re-painting in the Arena
- (b) Western Waste Management
 - (i) budgetary information related to lead paint abatement in the Arena

B12. CONFLICT OF INTEREST AND GOOD FAITH

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

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

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

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

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

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

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

procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B13. QUALIFICATION

- B13.1 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.
- B13.2 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 <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- B13.3 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).
- B13.4 Further to B13.3(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) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR)

- Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.)
- B13.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B13.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.
- B14. BID SECURITY**
- B14.1 A sample Bid Bond and Agreement to Bond are available on The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/MatMgt/templates/files/eBidsecurity.pdf>.
- B14.2 The Bidder shall provide digital bid security in the form of 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).
- B14.3 Bid security shall be submitted in an electronic or digital format meeting the following criteria:
- (a) The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the surety company, or an approved verification service provider of the surety company.
 - (b) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
 - (c) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
 - (d) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B14.3(a).
- B14.4 Bonds failing the verification process will not be considered to be valid and the bid shall be determined to be non-responsive in accordance with B18.1(a).
- B14.5 Bonds passing the verification process will be treated as original and authentic.
- B14.5.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B14.6 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly formed with the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

B14.7 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Tender.

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

B15.1 Bids will not be opened publicly.

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

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

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

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

B16. IRREVOCABLE BID

B16.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B16.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 9 of Form A: Bid.

B17. WITHDRAWAL OF BIDS

B17.1 A Bidder may withdraw his/her Bid without penalty prior to the Submission Deadline.

B18. EVALUATION OF BIDS

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

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

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

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

B18.5 Further to B18.1(c), the Total Bid Price shall be the sum of each item shown on Form B: Prices.

B18.6 Further to B18.1(c), the Total Bid Price shall be shown on Form B: Prices adjusted, if necessary, as follows:

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

B19. AWARD OF CONTRACT

B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.

B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:

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

B19.3 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of D25 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.

B19.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.

B19.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of 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 2019-09-01) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix "**C**" designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of replacement of building systems at St. James Civic Centre, 2055 Ness Avenue.

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

- (a) Mechanical and electrical building systems are replaced and relocated. New Mechanical/Electrical service room is created on the 2nd floor.
- (b) Abatement of hazardous materials.
- (c) Roof replacements.
- (d) Renovations to the entry hall, corridors, and washrooms.

D2.3 Contractor shall arrange and pay for all necessary permits and inspections, and obtain all necessary approvals of the installation and operation. On completion of the Work, submit Certificates of Acceptance from the Authority(s) Having Jurisdiction to the Contract Administrator.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Kathy Roberts
Project Officer

Telephone No. 204-470-7380

Email Address kathyroberts@winnipeg.ca

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

D4. CONTRACTOR'S SUPERVISOR

D4.1 At the pre-construction meeting, the Contractor shall identify his/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 C22.2.2, 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 identified in D3.

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:

The City of Winnipeg
Attn: Chief Financial Officer
Office of the Chief Administrative Officer
Susan A. Thompson Building
2nd Floor, 510 Main Street
Winnipeg MB R3B 1B9

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

D7. FURNISHING OF DOCUMENTS

D7.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Tender. If the Contractor requires additional sets of the Tender, 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 Document, if applicable.

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>

D9.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D10. INSURANCE

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

- (a) Wrap Up Liability Insurance, in the amount of at least five million dollars (\$5,000,000) inclusive per occurrence, written in the name of the Contractor, Sub-Contractors, Consultant, Sub-Consultants and The City of Winnipeg, covering bodily injury, personal injury, property damage and products, and completed operations consistent with industry standard insurance policy wordings. Wrap Up Liability Policy to include coverage for damage to existing structures, contractual liability, unlicensed motor vehicle liability, cross liability, and 24 month completed operations;
- (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) All Risks Course of Construction Insurance, including testing and commissioning, in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and The City of Winnipeg, at all times during the performance of the Work and until the date of Total Performance; and
- (d) An All Risks Property Insurance policy to cover all equipment and tools that may be owned, rented, leased or borrowed to be used in conjunction with the scope of the Work.

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.

D11. CONTRACT SECURITY

D11.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; and
- (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price.

D11.2 The Contractor shall provide the City Solicitor with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of an award letter prior to the commencement of any Work on the Site but in no

event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

- D11.3 The Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:
- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D11.1(b); and
 - (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

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 Documents, if applicable.
- 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 Documents, if applicable.

D14. DETAILED WORK SCHEDULE

- D14.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D14.2 The detailed work schedule shall consist of the following:
- (a) a critical path method (C.P.M.) schedule for the Work;
 - (b) a Gantt chart for the Work based on the C.P.M. schedule; and
 - (c) a daily manpower schedule for the Work
- all acceptable to the Contract Administrator.
- D14.3 Further to D14.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:
- D14.4 Further to D14.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.
- D14.5 Further to D14.2(c), the daily manpower schedule shall list the daily number of individuals on the Site for each trade.

SCHEDULE OF WORK

D15. COMMENCEMENT

- D15.1 The Contractor shall not commence any Work until he/she is in receipt of an award letter from the Award Authority authorizing the commencement of the Work.

D15.2 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 contract security specified in D11;
 - (vi) the detailed prices specified in D12;
 - (vii) the Subcontractor list specified in D13; and
 - (viii) the detailed work schedule specified in D14.
- (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.

D15.3 The Contractor shall not commence the Work on the Site before April 5, 2020.

D15.4 The City intends to award this Contract by March 30, 2020

D15.4.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D16. SUBSTANTIAL PERFORMANCE

D16.1 The Contractor shall achieve Substantial Performance by April 30, 2021.

D16.2 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.

D16.3 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.

D17. TOTAL PERFORMANCE

D17.1 The Contractor shall achieve Total Performance by May 30, 2021.

D17.2 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.

D17.3 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.

D18. LIQUIDATED DAMAGES

D18.1 If the Contractor fails to achieve Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Calendar Day for each and every Calendar Day following the days fixed herein for same during which such failure continues:

- (a) Substantial Performance – Two Thousand dollars (\$2,000);

(b) Total Performance – Five Hundred dollars (\$500).

D18.2 The amounts specified for liquidated damages in D18.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance or Total Performance by the days fixed herein for same.

D18.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D19. SCHEDULED MAINTENANCE

D19.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

(a) 30-day Sod Maintenance Period as specified in E8;

D19.2 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

D20. JOB MEETINGS

D20.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D20.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

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

D21.1 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).

D22. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D22.1 Further to B13.4, 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 B13.4.

MEASUREMENT AND PAYMENT

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) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.
- D24.1.1 For the purpose of contract security, the warranty period shall be one (1) year.
- D24.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.
- 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.

THIRD PARTY AGREEMENTS

D25. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D25.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D25.2 Further to D25.1, in the event that the obligations in D25 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D25.3 For the purposes of D25:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D25.4 Modified Insurance Requirements
- D25.4.1 If not already required under the insurance requirements identified in D10, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D25.4.2 If not already required under the insurance requirements identified in D10, the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D25.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

- D25.4.4 Further to D10.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D25.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D25.5 Indemnification By Contractor
- D25.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D25.6 Records Retention and Audits
- D25.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D25.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D25.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.
- D25.7 Other Obligations
- D25.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D25.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D25.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D25.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

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

TENDER NO. 1176-2019

BUILDING SYSTEMS UPGRADE – 2055 NESS AVENUE

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

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

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

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

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

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

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

FORM H2: LABOUR AND MATERIAL PAYMENT BOND
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

TENDER NO. 1176-2019

BUILDING SYSTEMS UPGRADE – 2055 NESS AVENUE

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

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

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

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

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

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

_____ day of _____, 20_____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

FORM I: DETAILED PRICES
(See D12)

BUILDING SYSTEMS UPGRADE – 2055 NESS AVENUE

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
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FORM I: DETAILED PRICES
(See D12)

BUILDING SYSTEMS UPGRADE – 2055 NESS AVENUE

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
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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 Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following shall apply to the Work:
- (a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions;
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeld=2&DocId=5989>
- (b) Universal Design Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeld=2&DocId=3604>
- E1.4 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.5 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
000000	Cover
000101	Contact List
NMS SPECIFICATIONS	
DIVISION 01 –	GENERAL REQUIREMENTS
000110	Table of Contents / Drawing Index
003100	Available Project Information
011100	Summary of Work
012100	Allowances
013119	Project Meetings
013233	Photographic Documentation
013300	Submittal Procedures
013500	Special Procedures
013530	Health and Safety Requirements
014200	References
014500	Quality Control
015100	Temporary Utilities
015200	Construction Facilities
015600	Temporary Barriers and Enclosures
016000	Basic Product Requirements
017400	Cleaning
017700	Closeout Procedures
017800	Closeout Submittals
DIVISION 02 –	EXISTING CONDITIONS

024119	Selective Demolition for Renovations
028100	Hazardous Materials – General Provisions
028210	Asbestos Abatement – Low Risk Precautions
028211	Asbestos Abatement – Moderate Risk Precautions
028212	Asbestos Abatement – Glove Bag
028310	Lead Abatement – Minimal Precautions
028311	Lead-Silica Abatement – Intermediate Precautions

DIVISION 03	–	CONCRETE
031000		Concrete Formwork Structural
032000		Concrete Reinforcing
033000		Cast in Place Concrete
033500		Concrete Finishing

DIVISION 04	–	MASONRY
040510		Common Masonry

DIVISION 05	–	METALS
051200		Structural Steel
055000		Metal Fabrications

DIVISION 06	–	WOOD, PLASTICS AND COMPOSITES
061000		Rough Carpentry
062000		Finish Carpentry
064000		Architectural Woodwork
066116		Solid Surface Fabrication

DIVISION 07	–	THERMAL AND MOISTURE PROTECTION
072100		Thermal Insulation
072500		Air/Vapour Barrier Membrane
074213		Metal Wall Panels
075350		Modified Bituminous Membrane Roofing
076200		Sheet Metal Flashing and Trim
078110		Sprayed Fireproofing
078400		Firestopping
079200		Joint Sealing

DIVISION 08	–	OPENINGS
081100		Steel Doors and Frames
081116		Aluminium Doors and Frames
081400		Wood Doors
083500		Folding Doors and Grilles
084229		Sliding Automatic Entrance – Interior
084313		Aluminium Framed Entrances and Storefronts
087100		Door Hardware
088000		Glazing

DIVISION 09	–	FINISHES
092216		Non-Structural Metal Framing
092900		Gypsum Board
093013		Ceramic Tiling
095130		Acoustic Panel Ceilings
096500		Resilient Flooring
096700		Fluid-Applied Flooring
097216		Rigid Sheet Vinyl Wall Covering
099000		Painting

DIVISION 10	–	SPECIALITIES
109990		Miscellaneous Specialties
DIVISION 14	–	CONVEYING EQUIPMENT
142000		Material Lift
DIVISION 21	–	GENERAL MECHANICAL / FIRE SUPPRESSION
210500		Common Work for Mechanical
211100		Fire Protection Piping
211300		Sprinklers
211450		Fire Extinguishers
DIVISION 22	–	PLUMBING
221000		Plumbing Piping
224201		Plumbing Specialties
224202		Plumbing Fixtures
224700		Plumbing Equipment
DIVISION 23	–	HEATING, VENTILATING AND AIR CONDITIONING
230513		Motors
230516		Piping Expansion Compensation
230519		Gauges and Meters
230520		Hydronic Specialties
230529		Supports and Anchors
230548		Vibration Isolation
230553		Mechanical Identification
230593		Testing, Adjusting and Balancing
230713		Duct Insulation
230716		Equipment Insulation
230719		Piping Insulation
232100		Hydronic Piping
232123		HVAC Pumps
232500		Chemical Treatment for Piping
233100		Ductwork
233248		Sound Attenuators
233300		Ductwork Accessories
233700		Air Outlets and Inlets
235100		Breechings, Chimneys and Stacks
235216		Boilers – Condensing Water Tube
235700		Heat Exchangers
236400		Water Chillers – Packaged
236516		Cooling Towers – Induced Draft
237200		Air-to-Air Heat Exchangers
237323		Air Handling Units
237324		Dehumidification Units
237413		Air Conditioning Units – Packaged Rooftop
238200		Terminal Heat Transfer Units
DIVISION 25	–	INTEGRATED AUTOMATION
253000		Instruments and Control Elements
255002		Digital Control Equipment
259000		Sequence of Operation
DIVISION 26	–	ELECTRICAL
260310		Minor Electrical Demolition for Remodeling
260500		Common Work Results for Electrical
260519		Building Wire and Cable

260526		Grounding and Bonding
260529		Electrical Supporting Devices
260533		Conduit
260534		Boxes
260553		Electrical Identification
260580		Equipment Wiring
261216		Transformers – Dry Type
262401		Utility Service Entrance
262413		Distribution Switchboards
262416		Panelboards
262716		Cabinets and Enclosures
262726		Wiring Devices
265113		Interior Luminaires
DIVISION 27	–	COMMUNICATIONS
270528		Pathways for Communications Systems
271005		Structured Cabling for Communications Systems
275123		Intercom Devices
DIVISION 28	–	ELECTRONIC SAFETY AND SECURITY
281000		Access Control
281600		Intrusion Detection
282300		Video Surveillance
284600		Fire Alarm
DIVISION 32	–	EXTERIOR IMPROVEMENTS
328310		Chain Link Fencing

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
A-000-R0	TITLE SHEET
A-001-R0	BUILDING CODE SUMMARY
A-002-R0	CONSTRUCTION ASSEMBLIES / SCHEDULES
L-100-R0	SITE PLAN – DEMOLITION & RENOVATION
A-100-R0	BASEMENT / CRAWLSPACE DEMOLITION PLAN
A-101-R0	MAIN FLOOR EMOLITION PLAN – SOUTH
A-102-R0	SECOND FLOOR / ROOF DEMOLITION PLAN
A-200-R0	BASEMENT / CRAWLSPACE RENOVATION PLAN
A-201-R0	MAIN FLOOR RENOVATION PLAN – SOUTH
A-202-R0	MAIN FLOOR RENOVATION PLAN – NORTH
A-203-R0	SECOND FLOOR RENOVATION PLAN
A-204-R0	ROOF PLAN
A-205-R0	ENLARGED PLANS
A-206-R0	ENLARGED PLANS
A-207-R0	REFLECTED CEILING PLAN
A-300-R0	BUILDING SECTIONS
A-301-R0	BUILDING SECTIONS
A-500-R0	WALL SECTIONS
A-501-R0	WALL SECTIONS
A-600-R0	DETAILS
A-601-R0	DETAILS
A-602-R0	DETAILS
A-700-R0	INTERIOR ELEVATIONS
A-701-R0	INTERIOR ELEVATIONS & MILLWORK
A-702-R0	MILLWORK & DETAILS
C-01-R0	LOT SERVICE PLAN
S1.1-R0	GENERAL NOTES
S1.2-R0	TYPICAL DETAILS
S2.1-R0	PARTIAL MAIN FLOOR FRAMING PLAN
S2.2-R0	SECOND FLOOR FRAMING PLAN

S2.3-R0	PARTIAL ROOF FRAMING PLAN
S2.4-R0	MECH ENCLOSURE ROOF PLAN
S5.1-R0	SECTIONS
M0.1-R0	MECHANICAL SYMBOLS
MP2.0-R0	BASEMENT DEMOLITION – PLUMBING PLAN
MP2.1-R0	LEVEL 1 DEMOLITION – PLUMBING PLAN
MP2.2-R0	LEVEL 2 DEMOLITION – PLUMBING PLAN
MP2.3-R0	BASEMENT RENOVATION – PLUMBING PLAN
MP2.4-R0	LEVEL 1 RENOVATION – PLUMBING PLAN
MP2.5-R0	LEVEL 2 RENOVATIO - PLUMBING PLAN
MP4.1-R0	DETAILS – PLUMBING
MF2.0-R0	BASEMENT – FIRE PROTECTION RENOVATION PLAN
MF2.1-R0	LEVEL 1 RENOVATION – FIRE PROTECTION PLAN
MF2.2-R0	LEVEL 2 RENOVATION – FIRE PROTECTION PLAN
MF2.3-R0	ARENA SOUTH – FIRE PROTECTION PLAN
MF2.4-R0	ARENA NORTH – FIRE PROTECTION PLAN
MF2.5-R0	ARENA SOUTH – FIRE PROTECTION PLAN
MF2.6-R0	ARENA NORTH – FIRE PROTECTION PLAN
MF4.1-R0	DETAILS – FIRE PROTECTION PLAN
MY2.0-R0	BASEMENT DEMOLITION – HYDRONIC PLAN
MY2.1-R0	LEVEL 1 DEMOLITION – HYDRONIC PLAN
MY2.2-R0	LEVEL 2 DEMOLITION – HYDRONIC PLAN
MY2.3-R0	BASEMENT RENOVATION – HYDRONIC PLAN
MY2.4-R0	LEVEL 1 RENOVATION – HYDRONIC PLAN
MY2.5-R0	LEVEL 2 RENOVATION – HYDRONIC PLAN
MY3.1-R0	LARGE SCALE PLANS – HYDRONIC
MY4.1-R0	DETAILS – HYDRONIC
MH2.0-R0	BASEMENT DEMOLITION – HVAC PLAN
MH2.1-R0	LEVEL 1 DEMOLITION – HVAC PLAN
MH2.2-R0	LEVEL 2 DEMOLITION – HVAC PLAN
MH2.3-R0	BASEMENT RENOVATION – HVAC PLAN
MH2.4-R0	LEVEL 1 RENOVATION – HVAC PLAN
MH2.5-R0	LEVEL 2 RENOVATION – HVAC PLAN
MH2.6-R0	ROOF RENOVATION – HVAC PLAN
MH3.1-R0	LARGE SCALE PLANS – HVAC
MH3.2-R0	3D LAYOUTS AND SECTIONS – HVAC
MH4.1-R0	DETAILS – HVAC
MH4.2-R0	DETAILS – HVAC
M5.1-R0	MECHANICAL SCHEMATICS – HVAC
M5.2-R0	MECHANICAL SCHEMATICS – HYDRONIC
M7.1-R0	HVAC & PLUMBING SCHEDULE
M7.2-R0	HYDRONIC SCHEDULE
E0.1-R0	ELECTRICAL SYMBOLS AND ABBREVIATIONS
E1.1-R0	ELECTRICAL SITE PLAN – DEMOLITION
E1.2-R0	ELECTRICAL SITE PLAN – RENOVATION
EDL2.0-R0	BASEMENT DEMOLITION – LIGHTING PLAN
EDL2.1-R0	LEVEL 1 DEMOLITION – LIGHTING PLAN
EDL2.2-R0	LEVEL 2 DEMOLITION – LIGHTING PLAN
EDP2.0-R0	BASEMENT DEMOLITION – POWER & SYSTEMS PLAN
EDP2.1-R0	LEVEL 1 DEMOLITION – POWER & SYSTEMS PLAN
EDP2.2-R0	LEVEL 2 DEMOLITION – POWER & SYSTEMS PLAN
EL2.0-R0	BASEMENT RENOVATION – LIGHTING PLAN
EL2.1-R0	LEVEL 1 RENOVATION – LIGHTING PLAN
EL2.2-R0	LEVEL 2 RENOVATION – LIGHTING PLAN
EP2.0-R0	BASEMENT RENOVATION – SYSTEMS PLAN
EP2.1-R0	LEVEL 1 RENOVATION – SYSTEMS PLAN
EP2.2-R0	LEVEL 2 RENOVATION – SYSTEMS PLAN
EF2.0-R0	BASEMENT RENOVATION – FIRE ALARM PLAN
EF2.1-R0	LEVEL 1 RENOVATION – FIRE ALARM PLAN
EF2.2-R0	LEVEL 2 RENOVATINO – FIRST ALARM PLAN

EC1.1-R0	ARENA ELECTRICAL PLAN – DEMOLITION
EC1.2-R0	ARENA ELECTRICAL PLAN – RENOVATION
E4.1-R0	ELECTRICAL DETAILS
E5.1-R0	ELECTRICAL SINGLE LINE DIAGRAM – EXISTING
E5.2-R0	ELECTRICAL SINGLE LINE DIAGRAM – RENO 1 OF 2
E5.3-R0	ELECTRICAL SINGLE LINE DIAGRAM – RENO 2 OF 2
E5.4-R0	FIRE ALARM RISER
E5.5-R0	TELECOMMUNICATIONS RISER DIAGRAM
E6.1-R0	ELECTRICAL SCHEDULES
E6.2-R0	ELECTRICAL SCHEDULES
E6.3-R0	ELECTRICAL SCHEDULES
E6.4-R0	ELECTRICAL SCHEDULES
E6.5-R0	ELECTRICAL SCHEDULES
E6.6-R0	ELECTRICAL SCHEDULES

E2. SOILS INVESTIGATION REPORT

- E2.1 Further to C3.1, test hole logs from an existing Geotechnical Report (Trek Geotechnical 2018) completed at the Site are included in Appendix C to aid the Bidders evaluation of all existing soil conditions. Test hole logs and laboratory soil test results provided are considered accurate at the test hole locations at the time of the geotechnical investigation. However, considerable variations in the soil conditions may exist between test holes, and fluctuations in ground water levels can be expected seasonally.

E3. HAZARDOUS MATERIALS

- E3.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City, and the Contractor shall await further instruction by the Contract Administrator.
- E3.2 Refer to Appendix A – Hazardous Building Materials Assessment.

E4. SITEWORK REPAIRS

- E4.1 Further to L-100, Contractor shall repair and make good all sod, concrete sidewalk, curbs, asphalt paving and other site surfaces or property affected by or damaged during the course of construction.
- E4.2 All repairs to be completed in accordance with The City of Winnipeg Standard Construction Specifications, including but not limited to:
- (a) CW3240 – Renewal of Existing Curbs
 - (b) CW3325 – Portland Cement Concrete Sidewalk
 - (c) CW3410 – Asphaltic Concrete Pavement Works
 - (d) CW3510 – Sodding
 - (e) CW3540 – Topsoil and Finish Grading for Establishment of Turf Areas
- E4.3 Sod Maintenance Period: Contractor shall provide and pay for continuous maintenance of the sodded area for a period of 30 days. Refer to Items 9.7, 9.8, 9.9 and 9.10 in Specification CW3510.

E5. SEPARATE BID PRICING

- E5.1 Further to B10 and Form B:Prices
- E5.2 MATERIAL LIFT
- (a) Demolition Work

- (i) Drawing A-100, Keynote 21 - removal of basement concrete slab-on-grade for lift pit
- (ii) Drawing A-101, Keynote 8 - removal of main floor structural slab for lift hoistway
- (b) Structural Work - concrete slab, steel beams, columns, and brackets for hoistway
 - (i) Detail 1/S2.1 - Steel beam framing around main floor hoistway opening
 - (ii) Detail 2/S2.1 - Concrete pit and slab infill for lift
 - (iii) Detail 1/S5.1 - Concrete pit details
 - (iv) Detail 2/S5.1 - Concrete pit details
 - (v) Detail 12/S5.1 - Lift section w/ steel framing and hoist beam
 - (vi) Detail 12a/S5.1 - Lift mast steel column detail
- (c) Architectural Work
 - (i) NMS Section 14 20 00 – Material Lift
 - (ii) Details 6/A-205 and 7/A-205: 1 hr. rated GWB partition work at material lift hoistway walls at basement and main floor, and machine room at basement level
 - (iii) Detail 1/A-501, Detail 1: Hoistway section
- (d) Mechanical Work
 - (i) Sprinklers – Contractor shall provide coverage irregardless of whether Material Lift is installed or not
- (e) Electrical Work
 - (i) Drawing E2.0 - material lift power feed and convenience plug
 - (ii) Lighting has been arranged so it would remain if lift was deleted
 - (iii) Drawing EF2.0 - Fire alarm device in Machine Room

E5.3 LOBBY CENTER COLUMNS

- (a) Additional Work if Existing Columns are Not Deleted:
 - (i) Painting ceiling, concrete beam, and existing column
- (b) Demolition Work
 - (i) Drawing A-101 - Keynote 17
 - (ii) Drawing S2.1 - Note re: column removal, and associated patching of floor
- (c) Structural Reinforcement Work
 - (i) Drawing S2.2 - Four (4) - C380 x50 steel channels installed on existing concrete beams
 - (ii) Detail 6/S5.1 - Detail for new steel channels at existing concrete beams to be reinforced
- (d) Finishing Work
 - (i) New GWB bulkhead around steel channel reinforcement between columns
 - (ii) Detail 11/A-601: Bulkhead details
 - (iii) Paint at bulkhead