



THE CITY OF WINNIPEG

TENDER

TENDER NO. 420-2020

ROOF REPLACEMENT - ST JOHN'S LEISURE CENTER - 601 AIKINS ST

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 ROOF REPLACEMENT - ST JOHN'S LEISURE CENTER - 601 AIKINS ST

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 26, 2020.

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 Contract Administrator or an authorized representative will be available at the Site at 9am on June 17, 2020 to provide Bidders access to the Site.

B3.2 The Bidder is advised that due to the Covid 19 outbreak, All potential bidders are to maintain social distancing during the site investigation.

B3.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the 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 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 10 of Form A: Bid/Proposal. 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 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/Proposal;
- 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 B17.1(a).

B9. BID

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal 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/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 13 of Form A: Bid/Proposal 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/Proposal should be printed below such signatures.
- B9.4.2 All signatures shall be original.
- 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 enter the lump sum price in Canadian funds for the Work in the Total Bid Price field in MERX.
- B10.1.1 Prices stated shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D22. Any such costs shall be determined in accordance with D22.
- B10.2 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) N/A

B12. CONFLICT OF INTEREST AND GOOD FAITH

- B12.1 Further to C3.2, 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://www.winnipeg.ca/matmgt/Templates/files/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™) or
 - (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. OPENING OF BIDS AND RELEASE OF INFORMATION**
- B14.1 Bids will not be opened publicly.
- 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 MERX website at www.merx.com.

- B14.3 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.
- B14.4 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).
- B14.4.1 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.

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/Proposal.
- 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 for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B16. WITHDRAWAL OF BIDS

- B16.1 A Bidder may withdraw his/her Bid without penalty prior to the Submission Deadline.

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 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.
- 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 qualified.
- B17.5 Further to B17.1(c), the Total Bid Price shall be the lump sum price entered into MERX.

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 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 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 D22 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.

B18.4 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 B17.

B18.5 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B18.5.1 The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2020-01-31) 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 the removal and disposal of existing low-slope roof (BUR) systems including removal of non-operational roof curbing, flashings, etc., and the design and installation of a complete low-slope roof system capped with SBS modified bitumen two-ply system. Including the accessory items such as new drains, connections, scuppers, drain inserts, copings, flashings, re-paint gas-lines, pitch boxes, up to and including adequate sealing of all penetrations.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

David Firth
Building Envelope Technician
Telephone No. 204-451-4098
Email Address dfirth@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. NOTICES

D5.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D3.

D5.3 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

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 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.

D7. SAFE WORK PLAN

D7.1 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 Documents, if applicable.

D7.2 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>

D7.3 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.

D8. INSURANCE

D8.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) if applicable, 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 installation floater, carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D8.2 Deductibles shall be borne by the Contractor.

D8.3 The Contractor shall provide the Contract Administrator 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 seven (7) Calendar Days from notification of the award of Contract by Purchase Order.

D8.4 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.

D9. CONTRACT SECURITY

D9.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract 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; 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; or
- (c) 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 H3: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (d) 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.

D9.1.1 Where the contract 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 contract security.

D9.2 The Contractor shall provide the City Solicitor with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D9.3 Where the Contract Security is provided in accordance with D9.1(a) and D9.1(b), 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 D9.1(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.

D10. SUBCONTRACTOR LIST

D10.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

SCHEDULE OF WORK

D11. COMMENCEMENT

D11.1 The Contractor shall not commence any Work until he/she is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.

D11.2 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 D6;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D7;
 - (iv) evidence of the insurance specified in D8;
 - (v) the contract security specified in D9; and,
 - (vi) the Subcontractor list specified in D10;
- (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.

- (c) Submit product data sheets for primers, insulation, SBS membranes, adhesives, and MSDS for all products, other safety and handling instructions and installation instructions.
- (d) Submit a letter issued by Roofing Manufacturer stating approved licensed applicator status and approval to issue warranty for specified system on this project.
- (e) Submit roof system(s) adhesive patterns in accordance with CSA123.21-14 including minimum resistance for the field area, edge areas and corner areas. (Including wind uplift calculation Wind-RCI.)
- (f) Submit shop drawings showing the slope (saddle, cricket & back-slope) package of all roofs and flow path of rainwater. Confirm structural slope adequacy.
- (g) Submit shop drawings of change of elevation up-stand details & perimeter parapet design with flashings & claddings upon request from the Contract Administrator.
- (h) Prior to work submit copy of MB Hydro Commercial Building Envelope Program approval letter and incentive calculation.

D11.3 The Contractor shall not commence the Work on the Site before July 3, 2020.

D11.4 The City intends to award this Contract by July 2, 2020

D11.4.1 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.

D12. SUBSTANTIAL PERFORMANCE

D12.1 The Contractor shall achieve Substantial Performance within Thirty (30) consecutive Working Days of the commencement of the Work as specified in D11.

D12.2 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.

D12.3 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.

D13. TOTAL PERFORMANCE

D13.1 The Contractor shall achieve Total Performance within Forty Five (45) consecutive Working Days of the commencement of the Work as specified in D11.

D13.2 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.

D13.3 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.

D14. LIQUIDATED DAMAGES

D14.1 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.

- D14.2 The amount specified for liquidated damages in D14.1 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.
- D14.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D15. COVID-19 SCHEDULE DELAYS

- D15.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public and directives from health authorities and various levels of government, and in close consultation with the Contract Administrator.
- D15.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D15.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. If the Contractor declares that COVID-19 will affect the start date, the Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D15.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D15.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D15.5 The Work schedule, including the durations identified in D12 and D13 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.
- D15.6 Where Work not previously identified is being carried over solely as a result of delays related to COVID-19, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to COVID-19, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.
- D15.7 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D16. JOB MEETINGS

- D16.1 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.
- D16.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D17. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D17.1 Further to C6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D18. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D18.1 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

D19. INVOICES

D19.1 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
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

D19.2 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.

D19.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D20. PAYMENT

D20.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D21. WARRANTY

D21.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire five (5) years thereafter, except where longer warranty periods are specified, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D21.2 For the purpose of Performance Security, the warranty period shall be one (1) year.

D21.3 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.

- D21.4 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.
- D21.5 The membrane manufacturer will issue a written warranty document in the owner's name, valid for a 10 year period, saying that it will repair any deficiencies of the membrane and restore the roofing system to a dry and watertight condition, to the extent that the membrane manufacturing or defects caused the water infiltration. The warranty must cover the entire cost of the repair(s) during the entire warranty period. The warranty must be transferrable, at no extra cost to subsequent building owners. The warranty certificate must reflect this requirement.
- D21.6 The Contractor will issue a written and signed document in the owner's name, certifying that the work executed will remain in place and free of workmanship defect for a period of five (5) years, starting from the date of Total Performance and/or the early start date of the warranty as per D22.3. The warranty must cover the entire cost of the repair(s) during the entire warranty period to restore the roof system to a dry and watertight condition. The warranty must be transferrable; at no extra cost to subsequent building owners, the warranty certificate must reflect this requirement.

THIRD PARTY AGREEMENTS

D22. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D22.1 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.
- D22.2 Further to D22.1, in the event that the obligations in D22 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.
- D22.3 For the purposes of D22:
- (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.
- D22.4 Modified Insurance Requirements
- D22.4.1 If not already required under the insurance requirements identified in D8, 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.
- D22.4.2 If not already required under the insurance requirements identified in D8, 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.
- D22.4.3 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.

- D22.4.4 Further to D8.3, 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.
- D22.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D22.5 Indemnification By Contractor
- D22.5.1 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.
- D22.6 Records Retention and Audits
- D22.6.1 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.
- D22.6.2 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 D22.6.1 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.
- D22.7 Other Obligations
- D22.7.1 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.
- D22.7.2 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.
- D22.7.3 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.
- D22.7.4 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 D9)

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. 420-2020

ROOF REPLACEMENT - ST JOHN'S LEISURE CENTER - 601 AIKINS 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: LABOUR AND MATERIAL PAYMENT BOND
(See D9)

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 hereinbelow 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. 420-2020

ROOF REPLACEMENT - ST JOHN'S LEISURE CENTER - 601 AIKINS 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 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 H3: IRREVOCABLE STANDBY LETTER OF CREDIT
(CONTRACT SECURITY)
(See D9)**

(Date)

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

RE: CONTRACT SECURITY - TENDER NO. 420-2020

ROOF REPLACEMENT - ST JOHN'S LEISURE CENTER - 601 AIKINS 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.

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.

Except where they may conflict with the terms and conditions contained in this Letter of Credit, the International Standby Practices 1998 shall apply to this Letter of Credit. This Letter of Credit shall also be governed by and construed in accordance with the laws of the Province of Manitoba and of Canada as applicable therein, except to the extent that such laws are inconsistent with the International Standby Practices 1998. This Letter of Credit is subject to the exclusive jurisdiction of the courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

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 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.
- E1.4 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
R-1	Roof Plan
D-1	Parapet and Curb Detail

E1.5 MATERIALS

- E1.5.1 DIMENSIONAL LUMBER
- (a) This shall be construction grade spruce of the dimensions as outlined under the Description of Work.
- E1.5.2 PLYWOOD SHEATHING
- (a) This shall be 1/2" Standard Grade spruce plywood. Thickness is to be increased to 3/4" when installed over a concrete substrate.
- E1.5.3 DRYWALL SHEATHING
- (a) This shall be 5/8" Dens-Deck as manufactured by Georgia Pacific or approved equal in accordance with section B7.
- E1.5.4 DRYWALL FASTENERS
- (a) These are to be #12 Dekfast screws with Senti XP coating and 2 7/8" Hexagonal Galvalume Steel Stress Plate for all Deck Types as manufactured by SFS Stadler or approved equal. Fasteners shall penetrate STEEL DECKING a minimum of 3/4" and wood a minimum of 1".
- E1.5.5 VAPOUR BARRIER
- (a) Siplast Paradiene 20 TG base sheet or Siplast Paradiene 20 SA on wood deck areas or approved equal in accordance with section B7.
- E1.5.6 ROOFING INSULATION
- (a) Expanded Polystyrene Type II with a minimum slope and thickness's as indicated on the roof plan. This shall be as manufactured by Plastifab Ltd., Co-Star Innovations or approved equal in accordance with section B7.

- (b) IKO Isotherm 3 or approved equal in accordance with section B7. Thickness is as indicated on the roof plan.
- (c) Average R-value shall be increased as required to meet Manitoba hydro r-30 commercial building envelope program requirements. The contractor is to be responsible for obtaining and filling in all appropriate rebate forms. Manitoba hydro approval must be obtained before start of project. R-value is not however to be decreased.

E1.5.7 INSULATION SUMPS

- (a) These shall be 8' x 8' Expanded Polystyrene Type II with a minimum thickness of 1/2" and maximum thickness equal to the thickness of the top layer of insulation. These shall be as manufactured by Plastifab Ltd. or AMC Insulation Corp. Sumps are to be fitted into the top layer of polyisocyanurate insulation or approved equal in accordance with section B7.

E1.5.8 INSULATION ADHESIVE

- (a) This shall be Siplast Parafast "C" Adhesive and will be applied to obtain minimum wind uplift as indicated on wind uplift tables attached or approved equal in accordance with section B7.

E1.5.9 POURABLE SEALER

- (a) This is to be Siplast Parapro 123 Flashing Resin or approved equal in accordance with section B7. This is to be used to fill all pitch boxes or as otherwise specified.

E1.5.10 MODIFIED BITUMEN MEMBRANE (picture framing 3' minimum)

- (a) Shall be Siplast Paradiene 20 TG base sheet with Siplast Parafor 30 TG cap sheet or approved equal in accordance with B7.
- (b) Siplast Materials shall be used in the following locations;
 - (i) Base Sheet – Paradiene 20 SA
 - (ii) Primer – PA 325
 - (iii) Adhesive for the field – PA311
 - (iv) Flashing cement for flashing – PA 828
 - (v) Cap Sheet – Parafor 30LT

E1.5.11 MODIFIED PRIMER

- (a) This is to be the primer recommended by the membrane manufacturer being used.

E1.5.12 CAULKING

- (a) This shall be Tremco Dymonic FC or approved equal in accordance with section B7. Color is to be chosen by the Contract Administrator from the standard range of colors.

E1.5.13 ALUMINUM PAINT

- (a) This shall be Tremco Double Duty or approved equal in accordance with section B7. .

E1.5.14 ROOF DRAINS

- (a) These shall be U-Flow Hercules - A (aluminum strainer dome) drains. Size is to match existing plumbing or approved equal in accordance with section B7. If the existing drains being replaced are control flow, then the same manufacturers control flow inserts are to be installed. In the case of inverted roof assemblies the stainless steel ballast guard screen is to be installed.

E1.5.15 VENT STACKS

- (a) These shall be Insulated Vandal Proof Stack Jack Flashings SJ-31 as manufactured by Thaler, or approved equal in accordance with section B7.
- (b) Size is to match existing plumbing

E1.5.16 METAL FLASHING

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

E1.5.17 SIDING

- (a) This shall be 22 gauge AD300 as manufactured by Vicwest or approved equal in accordance with section B7. . Metal is to be prefinished and is to be chosen from the standard in stock range of Stelco 8000 series of colors.

E1.5.18 AC SUPPORTS

- (a) AC units are to be placed on concrete sidewalk pavers of which in turn are to be placed on 3/4" rubber mat.

E1.5.19 ELECTRICAL LINE SUPPORTS

- (a) These shall be C-Port CX series rubber gas line sleepers or approved equal with a proper size base for to provide proper bearing on the new roofing.

E1.5.20 DRYWALL JOINT TAPE

- (a) This shall be minimum 3" strips of self-adhering torch surface SBS membrane. This is to be used in any areas that are a fire hazard such as wood decks.

E1.5.21 ACCESSORIES

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

E1.5.22 SPLASH PADS

- (a) Splash Pads shall be 51" natural # 45-41001 as manufactured by Barkman Concrete LTD or approved equal.

E1.5.23 GAS LINE SUPPORTS

- (a) For a maximum gas line size of 2" use Clearline C-Port CXP or CE series or approved equal (if required for additional height) rubber gas line sleepers with a 3/4" rubber pad placed under. Pads shall extend a minimum of 2" out from under all sides of the sleeper.

E1.5.24 INSULATION SUMPS

- (a) These shall be 8' x 8' Expanded Polystyrene Type II with a minimum thickness of 1/2" and maximum thickness equal to the thickness of the top layer layers of flat insulation less 1/2". These shall be as manufactured by Plastifab Ltd. or AMC Insulation Corp. or approved equal.

E1.5.25 SYNTHETIC BUILDING WRAP

- (a) This shall be Tyvek or approved equal.

END OF SECTION

E2. ROOFING PROCEDURES

- E2.1 Roof assembly is to meet C.S.A. CSA A123.21 for local wind uplift requirements.
- E2.2 The Contractor is to view the work premises prior to the start of any roofing or set up. The Contractor is to document any existing interior water damage. Any existing damage is to be photographed and the locations documented. This is to minimize any conflicts between the Owner and Roofer should any leaks occur during construction. A copy of the report is to be submitted to both the Consultant and the City.
- E2.3 Freon charged mechanical units with exposed coolant lines must have all Freon pumped out prior to any work being undertaken around the unit. This is to eliminate the chance of any accidental Freon discharge.
- E2.4 Protect all new work and the existing building and its contents against inclement weather. Supply and install equipment and enclosures necessary to provide this protection from beginning to completion of the Work.
- E2.5 Do not apply any roofing whatsoever during any inclement weather including when the temperature may fall lower than twenty degrees below Celsius or when the wind-chill is equal to or greater than 1700.
- E2.6 Do not expose roofing materials, vulnerable to water or sun damage, in quantities greater than can be weatherproofed in one day. Use only clean and dry materials and apply only during weather that will not introduce moisture into the roof system. This would include days of excessively high relative humidity. Undertake only that amount of roofing that can be completed as specified in the same day or prior to inclement weather forcing a shutdown of the operations.
- E2.7 Apply roofing over clean and dry surfaces and in accordance to C.R.C.A. and /or manufacturers guidelines and as amended herein.
- E2.8 All materials on the roof shall be stored in such a manner as to prevent blow-offs during high winds.
- E2.9 Should the roofing operations be terminated during the day for unforeseen circumstances all exposed vapor barrier, felts or drywall **MUST** be fully glaze coated with bitumen prior to leaving the Site that day.
- E2.10 Protect the surrounding surfaces against damage from the roofing operations. Where hoisting is necessary protect the buildings by hanging tarpaulins. Should equipment be parked on the surrounding lawn, it shall be protected with 3/4" plywood. Neither materials nor debris shall be stored or stock piled on adjoining roof areas that are not being replaced.
- E2.11 All loads of debris removed from site shall be properly tarped.
- E2.12 Provide protection for the public using walkways, grounds, entrances, etc., by using proper warning signs, hoarding, shelters, or barricades as agreed to by the Contract Administrator.
- E2.13 Where Work must or will continue over the finished roofing membrane, the Contractor will protect it with plywood sheathing.
- E2.14 Removal of (opening up) existing roof membrane shall be done only after consultation and with agreement by the Contract Administrator. Remove only that portion that can be fully completed as specified within the same day work period.
- E2.15 Employ qualified mechanical tradesmen to disconnect existing roof top units and to move the units to allow complete installation of roofing membrane, insulation and vapor barrier as specified herein. The Contractor shall be responsible for any required alterations, such as extending ducts or electrical, as is required to properly reconnect of the units. The Contractor shall be held responsible for any damage to mechanical units from the roofing operations. Contact Contract Administrator prior to any disconnections.

- E2.16 Notify Contract Administrator and ensure he has proper time to appear on Site during application period. Failure to do so may result in the total rejection of all Work completed prior to notifying the Contract Administrator.
- E2.17 Inspect all roof decking prior to installation of roofing system and report all defects or unsuitable conditions to the Contract Administrator and correct deficiencies as directed.
- E2.18 The Site shall be inspected prior to commencement of Work to ensure no current anomalies are present such as lawn damage, asphalt on walls, broken windows. Etc. All anomalies shall be reported to the Contract Administrator. They shall then be recorded and photographed by both parties at that time. Should no anomalies be reported prior to Work commencing it shall be assumed that none existed prior to commencement...
- E2.19 Propane bottles must be removed from the roof and site each night.
- E2.20 All applicable safety regulations as indicated by Manitoba Health and Safety must be strictly followed at all times.
- E2.21 Any damage to the existing lawn is to be repaired with new sod. Topsoil and seed will not be accepted.

END OF SECTION

E2.22 DESCRIPTION OF WORK

E2.23 ROOF AREAS C1,D1,E1, and F1

- E2.24 The existing sheet metal flashing are to be removed and discarded from site to an authorized nuisance ground.
- E2.25 The existing roof assembly is to be removed to the deck and discarded from site to an authorized nuisance ground.
- E2.26 The existing perimeter wood blocking is to be removed and discarded.
- E2.27 Remove and discard all old fascia flashing.
- E2.28 Remove and discard old fascia lumber and replace with new.
- E2.29 All necessary precautions must be taken to ensure no excessive dirt or debris enters the building interior and protect building contents from dust etc.
- E2.30 Temporarily disconnect any electrical, telecommunications equipment, gas lines, etc. to allow for the proper installation of the new roofing.
- E2.31 Remove all non-used items such as old curbs, electrical, chimneys, gas lines etc. Patch the roof deck in a structurally sound manner. Gas lines and electrical are to be capped just inside the building interior.
- E2.32 ALL loose vapor barrier is to be scraped from the deck and also discarded as above. The roof deck is to then be swept clean of all dirt and debris.
- E2.33 New parapet construction is to be 16" high 2x6 fully insulated walls with studs spaced 24" on center and a second top plate to tie all sections together. Install 1/2" plywood sheathing on both sides. Parapets are to be fully insulated with batt insulation. Vapor barrier is to be carried under parapets to outside face of exterior walls. Install synthetic building warp on outside face of parapets and lap roof membrane stripping over to keep parapets watertight.
- E2.34 Remove and discard the old flat panels above the brick on the walls of area D1. Install new 1/2" plywood sheathing.
- E2.35 Install new 3/4" plywood on the entire height of the elevation changes between C1 & D1 as well as D1 & E. This plywood is to extend to a height of 8" above the top of the new roofing. Cut top edge at 45 degree angle.
- E2.36 Temporarily disconnect and remove mechanical units as required to allow roofing operations to continue. Ensure all units are in working condition prior to removal. Should the unit be malfunctioning advise the Consultant prior to removal. If this is not done the Contractor may be held responsible for the repair of the unit. Use only qualified mechanical trade's people for these operations.
- E2.37 Install the 5/8" drywall using 9 Dekfast fasteners and plates per 4' x 8' sheet (3 rows of 3). Install plywood in locations of new parapet or blocking. Increase fasteners to 12 on the perimeter 4' of the roof (3 rows of 4). Stagger rows of sheets from one another by a minimum of 6". Fasten in accordance to manufacturers guidelines attached.
- E2.38 Install self-adhering base sheet membrane stripping up and over all parapets and on all curbs, dividers and elevation changes. This will also provide fire protection for the installation of the vapor barrier. Install torch applied corner gussets. **MEMBRANE STRIPPING IS TO BE INSTALLED PRIOR TO THE VAPOR BARRIER TO ALLOW A TORCH SEAL TO THE STRIPPING.** Vapor barrier is to be carried under all new parapets.
- E2.39 Torch adhere the new vapor barrier. Take all appropriate precautions to prevent fire. Vapor barrier is to be carried under all new parapets.

- E2.40 Fabricate and install new roof divider where indicated on roof plan. Fabricate in the same manner as the parapets.
- E2.41 All plumbing vents are to be extended at this time. Existing cast hubs are to be removed (as required) and the appropriate length black ABS extensions securely clamped to the existing plumbing using Fernco couplers.
- E2.42 Fabricate and install new wood curbs to replace all existing wood curbs. Curbs are to be fabricated from 1 1/2" lumber stacked on edge to obtain a minimum height of 8" above the top of the new roofing.
- E2.43 Install new minimum 4" gray PVC drain lines along with new specified drains. Drain line size is to meet applicable fire and plumbing codes. Drain lines are to be fully insulated with ASJ insulation. Drain lines are to be carried out the base of walls. Fabricate new steel stud and G1S plywood bulkheads for any exposed drain lines carried down the inside of walls. Paint to match existing. Alter any electrical or other items that may interfere with the installation of the new drain lines. The overflow drains are to be carried out through the top of the exterior wall and terminated with a 90-degree elbow. Threaded rod hangars are to be used and spaced to provide proper support for a fully filled drain line. New drain locations are indicated on the roof plan.
- E2.44 All drain lines must extend a minimum of 1" above the vapor barrier to allow the vapor barrier to be sealed directly to the plumbing.
- E2.45 Adhere the layer of sloped insulation to the vapour barrier using the specified adhesive.
- E2.46 Adhere the insulation saddles to the base layer of sloped insulation.
- E2.47 Adhere the layer of polyisocyanurate insulation using the specified adhesive.
- E2.48 Fit drain sumps into layer of polyisocyanurate insulation.
- E2.49 Any gaps between insulation sheets wider than 1/8" are to be filled with fiberglass insulation.
- E2.50 Offset layers from one another by a minimum of 6".
- E2.51 The application of the adhesive must be done in strict accordance to the manufacturers guidelines so as to obtain minimum uplift as indicated on wind uplift chart attached with the maximum spacing of adhesive ribbons is to be as follows:
- E2.52 The main field of the roof is not to exceed 12" on center.
- E2.53 The outside perimeter 6' not to exceed 6" on center.
- E2.54 The outside corners in an 8' x 8' area not to exceed 4" on center.
- E2.55 Inside corners are not to exceed 4" on center in an area extending 4' back from outer edge and 4' down in each direction from the corner.
- E2.56 **Components shall be placed immediately into the wet adhesive. If left open, the adhesive can skin over within several minutes. Once skinned over, adhesive will not wet into the insulation board, creating a weak bond. Do not allow the adhesive to skin over.**
- E2.57 Picture frame roof and curbs with the specified base sheet membrane.
- E2.58 Torch the modified bitumen base sheet to the main field of the roof. Ensure no wrinkles are present and that all side and end laps are properly sealed.
- E2.59 Ring top nails are to be installed on all base sheet stripping in a 12" grid pattern with the first row being approximately 3" up off the roof.

- E2.60 Set the base flanges of the Thaler Stackjacks in a bed of mastic. Seal in with a single ply of torch applied base sheet membrane. The ABS riser shall extend 1/2" above the top of the base and a bead of sealant is to then be applied to the top lip of the riser and the top cap installed.
- E2.61 Install new overflow scuppers in locations indicated on the roof plan. Overflow scuppers are to be no less than 6" high x 8" wide.
- E2.62 Picture frame roof and curbs with the specified cap sheet membrane.
- E2.63 Torch adhere the cap sheet to the base sheet once again ensuring no wrinkles are present and that a minimum of 1\8" asphalt flow is present along the edges of all laps. Excessive seepage is not acceptable.
- E2.64 Seal the base of all plumbing vent flashings to the roof membrane with Siplast Parapro 123 Flashing Resin.
- E2.65 All base sheet and cap sheet rolls are to be relaxed a minimum of 4 hours prior to installation. This will help to greatly reduce any buckling in the membrane.
- E2.66 Install the new cap flashing on all parapets in a manner as the enclosed details.
- E2.67 Install the new siding band complete with Tyvek underlayment. The new vertical siding band is to incorporate all appropriate corners and drip flashing. New siding is to be installed on the walls between C1 & D1 as well as D1 & E1. The siding band on area D1 is to extend to the same bottom elevation as the existing. Maintain this same bottom elevation across areas C1, E1 and F1. Building wrap is to lap overtop of drip flashing. Tape all joints with Tyvek tape.
- E2.68 Reinstall all roof top units. Extend all duct work, gas lines, and electrical as required to allow proper installation.
- E2.69 Paint all gas lines in a manner and with materials as acceptable to the local gas utility.
- E2.70 Install all new 22-gauge galvanized skirt flashing and storm collars on all chimneys. The skirt flashing flange is to fold a minimum of 1" down the outside face of the curbs. The connection between the skirt and base flanges are to be lock seamed. Extend chimneys as required to accommodate the height of the new roofing.
- E2.71 Any curbs with interior ducting are to be filled with spray foam insulation to obtain an air tight seal.
- E2.72 **All caulking must be properly tooled to a neat finish.**
- E2.73 The 3 small existing vent hoods on the west side of area E1 and 2 on area C1 are to be replaced with new galvanized sheet metal hoods. The hoods are to face directly downwards with the opening being no less than 24" up off the roof. The hoods are to be fully insulated on the inside and incorporate appropriate bird screens. The hoods are to also incorporate an interior perimeter support angle to sit on the curb. The angles are to be fabricated from a minimum 22-gauge galvanized sheet metal and are to be set approximately 2" up from the bottom of the hood. Secure the angles to the hoods with pop rivets. Hoods are to be insulated on the interior with a minimum 1 1/2" thick insulation. Secure insulation in place with stick pins. Any existing ducts that are directly attached to hoods are to be altered to a separate curb and separate hood. New curbs shall be fabricated as required to accommodate any new hoods. Hoods are to be fabricated from minimum 22 gauge galvanized sheet metal. Incorporate flappers where required.

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.