



SUBMISSION DEADLINE: 4:00 P.M. WINNIPEG TIME, SEPTEMBER 19, 2003

If your company name and address are not correctly shown below, please enter or correct it before submitting your Bid.

Company Name _____

**BUYER: TAMI SCHIRLIE, C.P.P. /cs
TELEPHONE NO. (204) 986-2192**

Address _____

SUPPLY AND INSTALLTION OF METAL CLADDING, SHEET MEMBRANE WATERPROOFING AND INSULATION

Please quote lump sum price: \$ _____ (GST extra)

Site Meeting: See Clause 4.3 of the Specifications.

This Request for Quotation includes:
Quotation Package: **18 pages**
Drawings: **6 pages**

THE BID SUBMISSION MUST INCLUDE THIS PAGE (COMPLETED AND SIGNED)

**TERMS AND CONDITIONS ATTACHED APPLY EXCEPT AS
SUPERSEDED ABOVE OR BY SPECIFICATIONS (IF ANY) ATTACHED.**

Contact Person: (print) _____

Telephone Number: _____

Early payment discount: _____ % _____ days
(See 1.5 of the Terms and Conditions attached.)

Facsimile Number: _____

RETURN TO:

The Bidder hereby offers to perform the Work in accordance with the Contract for the price(s), in Canadian funds, set out in this Bid.

The Bidder agrees that the Request for Quotation in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Bid.

The Bidder certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract.

No. 1 No. 2 No. 3 No. 4

This offer shall be open for acceptance, binding and irrevocable for a period of thirty (30) days following the Submission Deadline.

Signature: _____

**THE CITY OF WINNIPEG 458-2003
CORPORATE FINANCE DEPARTMENT
MATERIALS MANAGEMENT DIVISION
185 KING ST MAIN FLOOR
WINNIPEG MB R3B 1J1**

TERMS AND CONDITIONS – CONSTRUCTION

1. BIDDING PROCEDURES

- 1.1 The Bid must be submitted on the forms provided, with all required entries made clearly in ink.
- 1.2 If the Bidder finds discrepancies or omissions in the Request for Quotation or any part thereof, or is unsure of the meaning or intent thereof, he shall notify the Buyer. The Buyer will, if he deems it necessary, issue addenda to all Bidders. The Bidder is advised to direct all enquiries or comments to the Buyer at least five (5) business days prior to the Submission Deadline to allow time for the preparation and distribution of necessary addenda.
- 1.3 The Bidder is responsible for investigating the site, the nature of the Work to be done and all local conditions that might affect his Bid or his performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such investigation.
- 1.4 The Contract is based on the design, methods and materials specified and any proposed substitutes must be clearly identified in the Bid. Where the phrases "or equal" or "or alternative" occur in the Request for Quotation, the Bidder is advised to submit descriptive matter in sufficient detail to permit a judgment as to the merits of any "equal" or "alternative" offered.
- 1.5 The Bidder may, but is not required to, offer a prompt payment discount. If prompt payment discounts are offered, they will be considered in determining the lowest evaluated responsive Bid.
- 1.6 The Bid must be submitted enclosed and sealed in an envelope clearly marked with the RFQ Number and the Bidder's name and address. Each envelope must contain only the Bid for one Request for Quotation.
- 1.7 The Bid must be submitted to the Materials Management Division at the address specified no later than the Submission Deadline specified. Bids received after the Submission Deadline will not be considered.
- 1.8 The Bid may be withdrawn without penalty at any time prior to the Submission Deadline.
- 1.9 The Bid shall be open for acceptance, binding and irrevocable for the period of time specified on the cover page. A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the City considers appropriate in the circumstances.
- 1.10 The City 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 City may reject all or any part of any Bid or waive technical requirements if the interests of the City so require. The City may reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified. A responsible and qualified Bidder is one that meets the qualifications specified and is not suspended, debarred or in default under any contract with the City.
- 1.11 Where the Contract is proposed in separate sections or with alternatives, the City shall have the right to award any section separately or to choose any alternative which is in its best interests.
- 1.12 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive. Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- 1.13 The Buyer will give notice of the award of the Contract by issuing a Purchase Order to the successful Bidder, or will give notice that no award will be made.
- 1.14 The Request for Quotation, including but not limited to the specifications, drawings and addenda, and the Contractor's Bid 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.
- 1.15 The name of the successful Bidder and the Contract amount will be made available, upon request, to Bidders only after award of Contract.

2. SCOPE OF WORK

- 2.1 The Work to be done under this Contract shall consist of the supply of labour and materials in accordance with applicable specifications, drawings and addenda.
- 2.2 The Contractor shall provide and pay for all labour, materials, equipment, tools, temporary works, utilities, licenses and fees necessary to complete the Work. Any work not explicit in the specifications, drawings and addenda, which is reasonably implied, necessary and usually included for such work, shall be deemed to be included in the Work.

3. MATERIALS & WORKMANSHIP

- 3.1 Materials and workmanship shall be fit for the purpose intended and shall equal or exceed the quality specified.
- 3.2 All materials to be incorporated in the Work shall be new.
- 3.3 The Contractor shall be responsible for the storage, transportation and handling of materials until the Work is accepted by the City.

4. ASSIGNMENT

- 4.1 The Contractor shall not assign the Contract or any payment thereunder without the prior written approval of the City.

5. SUBCONTRACTING

- 5.1 If the Contractor subcontracts any portion of the Work, he shall:
 - a) employ only Subcontractors who have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, or who are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
 - b) enter into contracts or written agreements with his Subcontractors to require them to perform their work in complete conformance with and subject to the terms and conditions of the Contract; and
 - c) be as fully responsible to the City for acts and omissions of his Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.

6. INDEMNITY

- 6.1 The Contractor shall save harmless and indemnify the City against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, his subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
 - a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
 - b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
 - c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
 - d) failure to pay and obtain a discharge of a notice of claim for lien served upon the City in accordance with the requirements of The Builders' Liens Act;
 - e) failure to pay a workers compensation assessment, or federal or provincial taxes;
 - f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
 - g) inaccuracies in any information provided to the City by the Contractor.
- 6.2 The City has the right, acting reasonably and upon notice to the Contractor, to settle any such action, proceeding, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement.
- 6.3 The Contractor shall pay to the City the value of all legal fees and disbursements required to settle any such claim or to defend the City against any such claim, action, proceeding, claim or demand notwithstanding that the settlement or defence of the said action, proceeding, claim or demand was undertaken on behalf of the City by a salaried employee of the City.
- 6.4 If the Contractor fails to make any payment required to be made to the City hereunder, the City shall be entitled to deduct the amount of such payment from any payment required to be made by the City to the Contractor under the Contract or take whatever other remedies against the Contractor that the City may have at law.

7. EVENTS OF DEFAULT

- 7.1 An event of default will be deemed to have occurred if the Contractor:
 - a) abandons the Work; or
 - b) is adjudged bankrupt or files for bankruptcy, becomes insolvent, makes a general assignment for the benefit of his creditors, or has a receiver or liquidator appointed in respect of his assets; or
 - c) in the judgment of the City, is not performing or has not been performing the Work, or any part thereof, in a sound and workmanlike manner and in all respects in strict conformity with the Contract; or
 - d) in the judgment of the City, is not progressing continuously with the Work or any part thereof, and in such a manner as to ensure the completion of the Work or any part thereof, in accordance with the work schedule; or
 - e) fails to take down, rebuild, repair, alter or amend any defective or deficient Work, or to remove any defective or deficient material; or
 - f) fails to remedy defects or deficiencies during the warranty period in the manner and within the time periods specified by the City; or
 - g) fails to make prompt payment to his subcontractors, his employees or on account of the purchase or rental of equipment or materials; or
 - h) fails to promptly secure a discharge of a lien or trust claim served upon the City pursuant to The Builders' Liens Act; or
 - i) fails to comply with any laws, by-laws or statutory regulations; or
 - j) fails to provide competent supervision for the Work; or
 - k) fails to submit any schedules, documents or information required by the Contract; or
 - l) refuses or neglects to comply with an order given by the City;
 - m) commits any other breach of the Contract.
- 7.2 Any provision of the Contract may be waived only by express waiver in writing by the City. No express waiver of any provision shall imply the waiver of any other provision.
- 7.3 If an event of default has occurred, the City may do any one or more of the following:
 - a) withhold or retain the whole or part of any payment;
 - b) take the whole of the Work, or any part or parts thereof out of the hands of the Contractor;
 - c) demand payment for any amount owed to the City.
- 7.4 The duties and obligations imposed upon the Contractor by the Contract and the rights and remedies available to the City hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed upon the Contractor or available to the City at law.

8. PRICES AND PAYMENT

- 8.1 Prices bid shall be gross prices including all applicable duty, freight, cartage, Provincial and Federal Taxes [except Goods and Services Tax (GST), which shall be extra where applicable] and all charges governmental or otherwise paid, and including profit and all compensation which shall be due to the Contractor.
- 8.2 If the Contractor charges GST, he must show his registration number and the amount of GST separately on the invoice.
- 8.3 Where The Builders' Liens Act is applicable to the Contract, payments will be subject to such holdbacks as are required to be made thereunder. Interest on holdback amounts will be credited, and holdback amounts will be released, in accordance with said Act.
- 8.4 Payment will be in Canadian funds net thirty (30) days from receipt of acceptable goods, or receipt and approval of the Contractor's invoice, whichever is later.

FORM H1: PERFORMANCE BOND

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 dated the

_____ day of _____, 20____, for:

RFQ NO. 458-2003

SUPPLY AND INSTALLTION OF METAL CLADDING, SHEET MEMBRANE WATERPROOFING AND INSULATION

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)

) _____
) (Name of Principal)
)
)
) Per: _____ (Seal)
)
) Per: _____
)
)
) _____
) (Name of Surety)
)
) By: _____ (Seal)
) (Attorney-in-Fact)

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

(Date)

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

RE: PERFORMANCE SECURITY - RFQ NO. 458-2003

**SUPPLY AND INSTALLTION OF METAL CLADDING, SHEET MEMBRANE WATERPROOFING
AND INSULATION**

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

(Name of Contractor)

(Address of Contractor)

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

Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

SPECIFICATIONS

1. GENERAL

1.1 These Specifications shall be applicable to the Work and shall take precedence over the Terms and Conditions.

2. DEFINITIONS

2.1 When used in this Request for Quotation:

- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) "**Buyer**" means the person authorized to represent the City in respect of the Request for Quotation;
- (c) "**Calendar Day**" means the period from one midnight to the following midnight;
- (d) "**Contract**" means the combined documents consisting of the Request for Quotation package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (e) "**Contract Administrator**" means the person authorized to represent the City in respect of the Contract and is the Buyer unless otherwise specified hereinafter;
- (f) "**Contractor**" means the person undertaking the performance of the Work under the terms of the Contract;
- (g) "**Site**" means the lands and other places on, under, in or through which the Work is to be performed;
- (h) "**Substantial Performance**" shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (i) "**Total Performance**" means that the entire Work, except those items arising from the provisions of any warranty, have been performed in accordance with the Contract;
- (j) "**Work**" means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all equipment, facilities, material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract;
- (k) "**Working Day**" means any Calendar Day, other than a Saturday, Sunday or a Statutory or Civic Holiday, on which the Contract Administrator determines atmospheric and Site conditions are such that the Contractor is able to work at least seven (7) hours.

2.2 Further to 2.1(e), the Contract Administrator is:

Mr. Lou Chubenko, C. Tech.
City of Winnipeg
Public Works Department
Building Services Division
Main Floor, 100 Main Street
Winnipeg, MB R3C 1A4
Phone: 986-7278 Fax: 986-7311

3. WORK

3.1 The Contractor shall provide materials, plant and labour to supply and install new exterior metal cladding, flashing, sheet membrane waterproofing and insulation on Sir John Franklin C.C. at 1 Sir John Franklin Road as per attached drawings and specifications.

3.2 The following Drawings are applicable to the Work:
Drawings:

- (a) A-3 Main Floor Plan
- (b) A-4 Elevations
- (c) A-5 Elevations

- (d) A-6 Building Sections
- (e) A-7 Details
- (f) A-8 Details

4. SITE INVESTIGATION

- 4.1 Further to 1.3 of the Terms and Conditions, this Bidder is responsible for investigating the Site, the nature of the Work to be done and all local conditions that might affect his Bid or his performance of the Work, including:
- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
 - (b) the nature of the surface and subsurface conditions at the Site;
 - (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
 - (d) the nature, quality or quantity of the equipment needed to perform the Work;
 - (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
 - (f) all other matters which could in any way affect the performance of the Work;

and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such investigation.

- 4.2 The Bidder shall not rely upon information furnished by the City or any of its servants or agents other than information furnished in writing for or in connection with the Bid or the Contract by the Buyer or the Contract Administrator.
- 4.3 Further to 1.3 of the Terms and Conditions, the Contract Administrator or an authorized representative will be available at the Site 10:00 AM on September 16, 2003 to provide Bidders access to the Site.

5. SCHEDULE OF WORK

- 5.1 The Contractor shall achieve Total Performance within 60 working days of the Award of Contract
- 5.2 The Contractor shall not begin the work of this Contract until a pre-construction meeting has been held between representatives of the Contractor and the Contract Administrator.

6. ADDENDA

- 6.1 The Buyer may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Quotation, or clarifying the meaning or intent of any provision therein.
- 6.2 The Buyer will issue each addendum to all Bidders by:
- (a) publication at the Materials Management Division's Bid Opportunities internet website at <http://www.winnipeg.ca/matmgt/bidopp.asp>.
- 6.3 The Bidder is responsible for ensuring that he/she has received all addenda and shall acknowledge receipt of each addendum on the Request for Quotation cover page. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- 6.3.1 The Bidder is advised to check the Materials Management Division's Bid Opportunities internet website for addenda shortly before submitting his/her Bid.

7. BID SUBMISSION

- 7.1 The Bid Submission consists of the following components:
- (a) Request for Quotation cover page completed and signed;

- 7.2 Bids may be submitted by:
- (a) mail, courier or personal delivery to the address shown on the Request for Quotation cover page; or
 - (b) facsimile transmission (fax) to (204) 949-1178.

7.2.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

7.2.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

8. PRICES

8.1 The Bidder shall state the lump sum price in Canadian funds for the Work on the RFQ Cover Page.

9. INVOICES

9.1 The Contractor shall submit invoices to the location designated on the Purchase Order.

9.2 Invoices must clearly indicate, as a minimum:

- (a) the City's Purchase Order (PO) number;
- (b) date(s) of Work;
- (c) Site(s) or address(s) of Work;
- (d) description, quantity and unit price(s) of Work performed;
- (e) total amount payable with GST and PST, where applicable, shown as separate amounts; and
- (f) where applicable, the Contractor's GST registration number.

9.3 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.

10. WARRANTY

10.1 The Contractor warrants that the Work will be free of any and all defects or deficiencies for a period of one (1) year from the date of Total Performance.

10.2 Upon notification by the Contract Administrator, the Contractor shall, at his/her sole cost and expense, remedy any defect or deficiency identified by the Contract Administrator during the warranty period and any damage that may arise or result from the defect or deficiency or as a result of the correction of same.

10.3 Notwithstanding 10.1 and 10.2 above, if any statute in force in the Province of Manitoba or in the jurisdiction where materials were manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty that is more extensive in its nature, then the provisions of such statute or manufacturer's warranty shall apply.

10.4 At least two (2) weeks prior to the expiration of the Warranty or upon correction of defects and deficiencies, whichever is later, the Contractor shall arrange, attend and assist in the acceptance inspection of the Work. The Contract Administrator shall, on being satisfied that all outstanding defects and deficiencies in the Work have been corrected, issue a Certificate of Acceptance for the work to be dated not earlier than one (1) year after the date of the Certificate of Total Performance, or the date that the Contractor corrects the final defects and deficiencies, which is the later, thereby terminating the Warranty Period. The Certificate of Acceptance will, indicate acceptance of the due performance of the Contract.

10.5 In the event that all outstanding defects and deficiencies have not been corrected to the satisfaction of the Contract Administrator at least one (1) week prior to expiration of the Warranty Period, then the Contractor shall be required to provide and maintain, at his sole cost and expense, an extension of the Performance Bond for a further one (1) year term with regard to those items of work that have been identified by the Contract Administrator as still being defective and/or deficient. Failure to do so may result in the City realizing on the Performance Security.

11. INSURANCE

- 11.1 The Contractor shall provide and maintain commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
- 11.2 Deductibles shall be borne by the Contractor.
- 11.3 The Contractor shall provide the Contract Administrator with a certified true copy or a certificate of insurance of the policy 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.
- 11.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

12. WORKERS COMPENSATION

- 12.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

13. PERFORMANCE SECURITY

- 13.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Manitoba, in the form attached (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- 13.2 The Contractor shall provide the Contract Administrator with the required Performance Security 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.
- 13.3 The City will not pay any interest on certified cheques furnished as a Performance Security.

14. SECURITY CLEARANCE

- 14.1 Each person proposed to perform Work under the Contract within City facilities shall be required to obtain a security clearance by the police service having jurisdiction at his/her place of residence.
- 14.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement persons are proposed to perform Work, the Contractor shall supply the Contract Administrator with a written security clearance, obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof for each person proposed to perform Work within City facilities.
- 14.3 No person for whom a security clearance is not provided, or who has any convictions or pending charges related to property offences or crimes against another person, will be permitted to perform any Work within City facilities.
- 14.4 Any security clearance obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- 14.5 The City may, at its sole discretion, require a records search at any time during the term of the Contract. Any person who fails to obtain security clearance as a result of a repeated records search shall not be permitted to continue to perform Work under the Contract.

15. QUALIFICATION

15.1 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;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work; and
- (f) employ only Subcontractors who have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, or who are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) be formally recognized as a Licensed Contractor by the National Air Barrier Association (NABA). Each worker who is installing air barriers must be a certified applicator and shall have a minimum of three years of experience with installation of this system. Work performed must be licensed under NABA Quality Assurance Program. Proof of license and certification is to be submitted to the Contract Administrator upon submission of any offer to perform Work

16. EVALUATION CRITERIA

16.1 Award of this Contract will be based on the following evaluation criteria:

- (a) conformance of the Bid with the requirements of the RFQ pass/fail;
- (b) qualifications of the Bidder pursuant to 1.10 of the Terms and Conditions pass/fail;
- (c) total contract price 100%.

16.2 Further to 16.1(a), the Bidder shall, within two (2) Business Days of a request by the Buyer, provide representative samples of the materials proposed to be used in the Work.

16.3 Further to 16.1(b), the Bidder shall:

- (a) submit, within two (2) Business Days of a request by the Buyer, proof satisfactory to the Buyer of the qualifications of the Bidder and of any proposed subcontractor;
- (b) provide, on the request of the Buyer, full access to any of the Bidder's equipment and facilities to confirm, to the Buyer's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

16.4 Further to 16.1(c), total contract price will be evaluated considering early payment discounts if offered.

17. WORKPLACE SAFETY

17.1 Bidders shall have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba). Bidders shall be required to provide proof of such program within two (2) Business Days of a request by the Contract Administrator.

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

18.1 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).

19. PERMITS, LICENCES, CERTIFICATES, LAWS AND RULES

19.1 Further to 2.2 of the terms and conditions, the Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of it before proceeding with the work, and pay any cost attached to the inspection of such plans.

19.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the work.

19.3 The Contractor and Subcontractors must be fully aware of all work involving hazardous materials. All work must be performed in compliance to the Manitoba Department of Labour Workplace Health and Safety Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification to the Contract Administrator of his/her encountering of suspected hazardous material during their course of work.

20. JOB MEETINGS

20.1 The Contract Administrator reserves the right to cancel any meeting if he feels that there are not sufficient matters that warrant discussion, or call additional job meetings whenever he deems it necessary. Twenty-four hours notice shall be given by the Contract Administrator prior to a meeting being held or cancelled.

21. EXISTING SERVICES AND UTILITIES

21.1 No responsibility will be assumed by the City of Winnipeg for correctness or completeness of the drawings with respect to the existing utilities, pipes or other objects either underground or on the surface; the City of Winnipeg shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of such utilities, pipes and other objects and to make good any damage done to them.

22. TEMPORARY UTILITIES

22.1 All necessary permits, fees and other like expenses as well as the cost of temporary connections to existing facilities shall be arranged and paid for by the Contractor.

23. DAMAGE TO EXISTING STRUCTURES AND PROPERTY

23.1 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the site of the work. For all damage incurred thereto in the performance of the work, the Contractor shall upon instructions from and to the satisfaction of the City and the Contract Administrators thereof, either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to, the City and the Contract Administrators thereof and the cost of which shall be borne entirely by the Contractor.

23.2 The Contractor shall also indemnify and save harmless the City from all claims made directly against it in respect to any such damage.

23.3 Any damage caused by the negligence of the Contractor or his Sub-Contractors to the adjacent works or properties, shall be promptly repaired by him at his own expense, to the satisfaction of the Contract Administrator.

23.4 The contractor shall maintain proper signage during construction and provide additional barricades as necessary to comply with the Workers Compensation Standards. The hoarding shall be kept locked when workers are not on site and the area outside the hoarding shall be swept clean daily.

24. CLEAN UP

24.1 The Contractor shall maintain the Sites of the Work in a tidy condition and free from the accumulation of waste and debris on a daily basis.

24.2 Total Performance of the work shall not be attained until the Contractor has cleaned up the Site and has removed all plant, tools, equipment, waste and debris to the satisfaction of the Contract Administrator.

25. COMMENCEMENT OF WORK

25.1 The commencement Date for this Work shall be the date indicated in the Purchase Order issued by the City to the Contractor notifying the Contractor of the award of the Contract.

25.2 The Contractor shall commence the on-site work of this Contract within seven (7) Calendar Days of receipt of the Purchase Order.

- 25.3 Pre-construction Meeting:
The Contractor shall not begin the work under this contract until a pre-construction meeting has been held between representatives of the Contractor, and the Contract Administrator.

26. SHOP DRAWINGS

- 26.1 Shop drawings for the ROXUL RXL60 insulation system and metal cladding shall be supplied by the manufacturer and are to be submitted to the Contract Administrator for approval prior to construction. Refer to Submission Drawings.

27. QUALITY ASSURANCE

- 27.1 During the bidding period as well as during installation, the air barrier contractor shall be, formally recognized as a Licensed Contractor by the National Air Barrier Association (NABA). Each worker who is installing air barriers must be a certified applicator and have a minimum of three years of experience with installation of this system. Work performed must be licensed under NABA Quality Assurance Program. Proof of license and certification is to be submitted to the Contract Administrator upon submission of any offer to perform work.

28. SUBSTITUTES

- 28.1 Further to Claus 1.4 of the Terms and Conditions, the Work is based on the Plant, Materials and methods specified in the Quotation Package.
- 28.2 Where brand names occur in the specification, it shall also mean "or equal" or "or alternative".
- 28.3 Bidders shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details with their bid 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 Work, which would become necessary to accommodate the substitute;
 - (c) certify that an approved equal shall 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;
 - (d) certify that an approved alternative shall 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.
- 28.4 The Contract Administrator, after assessing the request for approval of a substitute, may at his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval.
- 28.5 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.

DETAILED SPECIFICATIONS

1. ROUGH CARPENTRY - SECTION 6100

1.1 General

- (a) Supply all material, labour and plant necessary for the wood blocking, framing, as shown on drawings.

1.2 Materials

- (a) All sawn lumber shall be No. 1 common construction Grade Douglas Spruce.
- (b) Moisture content of all unless otherwise noted must be either air or kiln dried and moisture content will not be over 19%
- (c) Erection of structural members
 - (i) Construct continuous members from pieces of longest practical length.
 - (ii) Install member true to line, levels and elevations. Set plumb

2. PERM A VAPOUR BARRIER – SECTION 7138

2.1 General

- (a) Supply all wall membranes in above-grade masonry wall assemblies to produce a barrier against air leakage and vapour diffusion. Thermofuse sheet membrane to exterior concrete block. Connect sheet membrane to all window, door and other sections to provide a continuous plane of vapour and air tightness.

2.2 Related Work:

- (a) Preformed Metal Cladding – Section 07465

2.3 Materials:

- (a) Perm-a-Barrier wall membranes, factory made, self-adhering, cold-applied sheet composites with a thickness of 0.040" (1mm), consisting of a 0.004" (0.1 mm) high density, cross laminated polyethylene film coated on 1 side with a 0.036" (0.9 mm) layer of rubberized asphalt adhesive interwound, with a disposable silicone-treated release sheet. Perm-a-barrier System 4000 wall membrane is specifically formulated for use with Bituthene System 4000 surface conditioner, which is packaged inside the roll.

2.4 References

- (a) ASTM E 96 – Test Methods for Water Vapor Transmission of Materials
- (b) ASTM D 570 – Test Method for Water Absorption of Plastics
- (c) ASTM E 154 – Test Method for Water Vapor Retarders used in contact with Earth Under Concrete Slabs, on Walls or as Ground Cover
- (d) ASTM D 1004 – Test Method for Initial Tear Resistance of Plastic Film and Sheeting
- (e) ASTM D 1938 – Test Method for Tear Propagation Resistance of Plastic Film and Thin Sheeting by a Single – Tear Method.
- (f) ASTM D 1876 – Test Method for Peel Resistance of Adhesives
- (g) ASTM D 1970 – Standard Specifications for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection
- (h) ASTM D 412 – Test Methods for Vulcanized Rubber & Thermoplastic Rubbers and Thermoplastic Elastomers – Tension

2.5 Shop Drawings

- (a) Product Data and Shop Drawings: Submit Spec-Data, details and installation procedures.
- (b) Test Reports: Indicating compliance with the performance requirements of this section.
- (c) Samples of air & vapour barrier.

2.6 Materials

(a) Sheet membrane shall be non-woven fibreglass reinforced modified bitumen in thermofusible form. The sheet membrane shall have the following properties.

1. Thickness – 2.5mm (100 mils) minimum
2. Elongation – md min. 15% (CGSB 37-GP-56M) xd min. 15%
3. Low Temperature Flexibility - 30°C (-26°F)(CGSB 37-GP-56M)
4. Tensile Strength md 300 N/5 cm (CGSB 37-GP-56M) xd 300 N/5 cm
5. Air Permeability

Pressure Air Leakage Rate

<u>(Pa)</u>	<u>(Lbs/ft²)</u>	<u>(l/m².s)</u>	<u>(CFM/ft²)</u>
75	(1.6)	<0.01	<0.002

6. Water Vapour 0.2ng/Pa m².s
Permeance (0.003 perms)(ASTM E96)

(b) Insulation adhesive shall be compatible with air barrier membranes and provided by air barrier membrane manufacturer.

(c) Expansion joint membrane shall be sheet membrane designed to elongate a minimum of 100%. Membrane primer shall be adhesive type primer provided by membrane manufacturer.

2.7 Execution - Preparation

(a) Inspection of Substrate: The air barrier membrane applicator shall inspect all substrates prior to membrane application. All substrates shall be clean of oil or excess dust; all masonry joints struck flush; all concrete surfaces shall be free of large voids, spalled areas or sharp protrusions.

(b) All substrates shall be free of surface moisture prior to application of membrane.

2.8 Air Barrier Application:

- (a) Apply membrane to prepared substrate according to manufacturer's recommendations.
- (b) Membrane shall be overlapped a minimum of 50 mm (2 in.) on end and side laps.
- (c) Membrane shall be mechanically fastened through a metal bar or strap to all window, door and curtain wall sections, or a properly designed sealant joint provided.
- (d) Cut membrane neatly around ties.
- (e) A trowel shall be heated and used to soften and form membrane around ties to provide a tight seal.
- (f) Use expansion joint membrane on expansion joints.
- (g) Membrane shall be adhered to substrate a minimum of 75 mm (3") on each side of expansion joints.
- (h) Membrane applied to the underside of the substrate (i.e. ceilings) shall receive attention on application to ensure that maximum surface area of adhesion is obtained.
- (i) Insulation or any cladding should be mechanically fastened to the substrate.

2.9 Insulation Application:

(a) Insulation Clips – The lower surface of the insulation clip shall be heated and immediately pressed on to the surface of the membrane. Apply mechanical fasteners according to manufacturer's recommendations.

2.10 Delivery, Storage and Handling:

- (a) Comply with manufacturer's recommendations for storage and handling of each product.
- (b) Warranty: Standard Product Warranty:

- (c) Submit manufacturer's warranty that air & vapour barrier and accessories are free of defects at time of delivery, and are manufactured to meet manufacturer's published physical properties and material specifications.
- (d) Installer to warrant that air & vapour barrier and accessories have been installed in accordance with manufacturer's recommendations.

3. MINERAL FIBRE INSULATION – SECTION 07208

3.1 General – Work Included

- (a) Work Included: This section covers the supply and installation of Mineral Fibre Insulation.

3.2 Related Work: Perm A Vapour Barrier Section 07128
Metal Cladding Section 13128

3.3 Reference Standards

CAN/CGSB 51.10-92 Mineral Fibre Board Thermal Insulation Type 2, Class 4

ASTM C 612 Mineral Fibre Block and Board Thermal Insulation Type IVB

CAN/ULC S102 Surface Burning Characteristics Flame Spread = 3

Smoke Developed = 0

ASTM E 84 (UL 723) Surface Burning Characteristics Flame Spread = 0

Smoke Developed = 0

FMVSS 302 Motor Vehicle Safety Test Method Passed

CAN4 S114 Test for Non-Combustibility Non-Combustible

ASTM C 356 Linear Shrinkage 0.72% @ 650°C (1200°F)

ASTM C 1104 Moisture Sorption 0.06%

ASTM C 518 (177) R-value/inch @ 75°F 4.3 hr.ft⁵.F/Btu

RSI value/25.4 mm @ 24°C 0.76m⁵K/W

ASTM C 165 at 10% deformation 27.1 kPa (566 lbs/ft²) at 25% deformation 34.2 kPa (714 lbs/ft²)

ASTM C 665 Corrosiveness to Steel Passed

ASTM C 795 * Stainless Steel Stress Corrosion Conforms Specification as per Test Methods C871 and C692: U.S. Nuclear Regulatory Commission, Reg. Guide #1.36: U.S. Military Specifications MIL-I-24244 (all versions including B and C)

3.4 Materials

- (a) Insulation shall be Roxul RXL 60 stonewool insulation boards, 3" thick with R12.3 value. Pack all gaps and voids with soft batt insulation.

4. PAINTING – SECTION 9900

4.1 General - Work Schedule

- (a) Galvanized metal Sheet Metal: See Section 13128 METAL CLADDING.
- (b) Touching up of primed or galvanized misc. metal items, colour to match where not indicated as having a final paint finish.
- (c) Paint existing metal lath window protectors to match colour of new metal cladding.

4.2 Reference Standards

- (a) Do painting and finishing to CGSB 85-GP series standards including Appendix A, and to material manufacturer's instructions, except where specified otherwise.

4.3 Materials

- (a) Paint materials: to CGSB Standards listing in Finishing Formulae.
- (b) Paint materials for each coating formulae to be products of a single manufacturer.

4.4 Execution

- (a) Preparation of Surfaces
 - Touch up shop paint primer on steel with CGSB 1-GP-40M to CGSB 85-GP-14M.
 - Prepare galvanized steel and zinc coated surfaces to CGSB 85-GP-16.
- (b) Application
 - Sand and dust between each coat to remove defects visible from distance up to 1.5m.
- (c) Exterior Finishes
 - Formula 37: for galvanized and zinc coated metal apply:
 - one coat vinyl wash primer 1-GP-121M.
 - one coat steel primer 1-GP-40M.
 - two coats exterior enamel 1-GP-59M.

5. METAL CLADDING – SECTION 13128

5.1 General - Work Included:

- (a) Pre-finished metal cladding.
- (b) Provide openings necessary for penetrations of where mechanical and electrical services penetrate and or are relocated. Coordinate with Contract Administrator.
- (c) New roof flashing as shown on Drawings.

5.2 Related Work:

- (a) Perm A Vapour Barrier Section 07138
- (b) Mineral Fibre Insulation Section 07208
- (c) Mechanical Section 15000
- (d) Electrical Section 16000

5.3 Reference Standards

- (a) Do prefabricated metal cladding work to CSA Specifications 136-94

5.4 System Description

- (a) Metal Cladding secured to existing concrete block wall with Z-bars and J-girts with Tapcon bolts at spacings approved Manufacturer. All trims secured to Metal Cladding with rivets at 12" O/C.

5.5 Design Criteria

- (a) All Metal Cladding and Trim must match existing.
- (b) Design members to withstand dead load and wind loads as calculated in accordance with NBC and applicable municipal regulations.
- (c) Maximum deflection: Metal Cladding under full design load: 1/180 of clear span.
 - Design Metal Cladding elements to accommodate, by means of expansion joints any movement in element itself and between element and building structure, caused by structural movements without permanent distortion, damage to substrata, oilcanning effect.
 - Design building assembly to permit easy replacement of components.

5.6 Tolerances

- (a) Maintain following tolerances for building structure and enclosure elements.
- (b) Maximum variation from plane or location shown on shop drawings: 3 mm/3m of length and 6 mm/30m max.

5.7 Shop Drawings

- (a) Submit shop drawings and bearing stamp of qualified Professional Engineer registered in the Province of Manitoba.
- (b) Indicate plans, elevations and, connection details, bearing and anchorage details, framed openings, accessories, schedule of materials and finishes, fasteners and welds, Roxul Insulation, sealant locations and details.
- (c) Indicate on shop drawings related provisions required for mechanical and electrical work.

5.8 Products: Materials

- (a) Metal Cladding: VicWest 2 2/3" x 7/8" to CSA S136-94 .030 Inches thick (22ga).
- (b) Metal Wall End Cap Pieces and Sheet Metal Trim: Min 24 ga. Sheet Metal
- (c) Z-bars and J-girts: Full depth 18 ga G 90 galvanized Sheet Metal, Z275 Verticals
- (d) Screws: #14 x 1/2" Hex Head, AB Point. TEK #3, c/w Nylon Washer, to match colour of flashing
- (e) Bolts, Nuts and Washers to ASTM A325M-79 or ASTM A490-79.
- (f) Metal roof flashing: 22 gauge galvanized steel bent to sizes as shown on drawings.
- (g) Paint Finishes: As specified by VicWest Colorite to match existing colours to VicWest Standard Colours: Cladding – HMP Stone Grey; Sheet Metal Trim Colorite HMP Stone Grey.
- (h) Sheet Steel: exposed to exterior, to ASTM A446-76, Grade A, galvanized to ASTM A525-79 G90 coating designation, factory precoated with fluorocarbon finish, selected colour, dry film thickness of 0.1mm on exposed surface and on reverse side conforming to test procedures described in CSSBI Bulletin No. 5
- (i) Screws: As per Manufacturer's specifications for exterior applications.

5.9 Erection

- (a) Erect cladding in accordance with Manufacturer's recommendation.
- (b) Install Z-bars at 32" o/c max. (typ.) Fasten Z-bars and J-girts to concrete block with 1/4" Tapcon Bolts at max. 16" O/C. Calk with Soprema Mastic as per NABA.
- (c) Fasten panelling to Z-bars and J-girts with #8 Pan HD steel and Vinyl washers painted Stone Grey. Fasten end laps @ each 2nd Low Rib and @ each 4th Low Inter. Supports.
- (d) Fasten Flashings with Pan HD Screws @ 24" O/C.
- (e) Rivet Trim Flashings along all joints at 12" O/C. Rivets shall be HMP Stone Grey.
- (f) Provide all flashings and caulking to seal against water and moisture at all mechanical and electrical penetrations and maintain continuity of cladding and vapour barrier to ensure that building envelope is air and moisture tight.
- (g) Caulk joints with TREMCO 25 Grey.
- (h) Install Foam closures and caulk along all joints. Seal and caulk all openings, where water may penetrate.

6. MECHANICAL – SECTION 15000

NOTE: Mechanical work N.I.C. All mechanical Work is performed by the Contract Administrator's sub-contractor. Coordination with the Contract Administrator's sub-contractor is included in this contract as per Section 13128 METAL CLADDING.

6.1 General

- (a) Openings necessary in the existing substrata, where mechanical services penetrate and or are relocated shall be performed by the Contract Administrator's sub-contractor. Mechanical Work listed below is for information only.
- (b) Relocate existing gas piping to clear new metal cladding. Work must be done by installers licensed who are qualified to do gas pipe welding.
- (c) Extend Water service piping in front of metal cladding.
- (d) Supply and install new Metal Grills and replace existing. Extend flush with new Cladding.

- (e) Replace and extend Air Intake Ducking (West Elevation) with new. New Ducking shall match new Sheet Metal flashing, with $\frac{3}{4}$ " plywood backing under Sheet Metal Flashing.

7. ELECTRICAL – SECTION 1600

NOTE: Electrical NIC. All electrical Work is performed by the Contract Administrator's sub-contractor. Coordination with Contract Administrator's sub-contractor is included in this contract as per Section 13128 METAL CLADDING.

7.1 General

- (a) Openings necessary in the existing substrata, where mechanical services penetrate and or are relocated shall be performed by the Contract Administrator's sub-contractor. Electrical work listed below is for information only.
- (b) Remove unused electrical service conduits and isolators.
- (c) Extend exterior duplex receptacles flush with Metal Cladding.
- (d) Extend Bldg. Power Supply Conduits as needed to clear new Metal Cladding.
- (e) Extend Cable Anchorage through new Cladding.