



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 451-2006

**EXTERIOR PAINTING AND REPAIRS AT ST. BONIFACE MUSEUM
494 TACHE AVENUE**

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PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

- B1.1 EXTERIOR PAINTING AND REPAIRS AT ST. BONIFACE MUSEUM
494 TACHE AVENUE

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, August 15, 2006.
- B2.2 Bid Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

- B3.1 Further to GC:3.1, the Bidder may view the Site without making an appointment.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:

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

B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in 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 of the substitute.

B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.

B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.

B6.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative shall base his 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 B14.

B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID SUBMISSION

B7.1 The Bid Submission consists of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices;

B7.2 The Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.

B7.2.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B7.3 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.4 Bid Submissions shall be submitted to:

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

B8. BID

B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his 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 own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his 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 own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B8.4.2 All signatures shall be original.

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid Submission and the Contract, when awarded, shall be both joint and several.

B9. PRICES

B9.1 The Bidder shall state the lump sum price in Canadian funds for the Work on Form B: Prices.

B9.2 The Bidder shall state a separate price in Canadian funds for each of the following items of Work on Form B: Prices:

- (a) Separate Price - Item No. 1 shall be the amount to be deducted from the lump sum price if Item 1 - Repaint existing metal fire escape is deleted in accordance with E4 of the Specifications. Separate Price - Item No. 2 shall be the amount to be deducted from the lump sum price if Item 2 – Remove, repair and repaint wooden window shutters is deleted in accordance with E3 of the Specifications.

B9.3 Notwithstanding GC.12.2.3(c), prices on Form B: Prices shall not include the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B10. QUALIFICATION

B10.1 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;
- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation 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 Branch internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

- B10.2 The Bidder shall be prepared to 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.
- B10.3 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.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

- B11.1 Bid Submissions will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Branch, or in such other office as may be designated by the Manager of Materials.
- B11.1.1 Bidders or their representatives may attend.
- B11.2 After the public opening, the names of the Bidders and their Total Bid Prices as read out (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B11.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B12. IRREVOCABLE BID

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B13. WITHDRAWAL OF BIDS

- B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B13.1.1 Notwithstanding GC:23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:
- (a) retain the Bid Submission until after the Submission Deadline has elapsed;

- (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.

B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B14. EVALUATION OF BIDS

B14.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission 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 if the interests of the City so require.

B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.

B14.4 Further to B14.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices adjusted, if necessary, as follows:

- (a) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder is within the budgetary provision for the Work, no adjustment will be made to the lump sum price bid; or
- (b) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder exceeds the budgetary provision for the Work, the lump sum prices of all responsive Bids submitted by responsible and qualified Bidders will be adjusted by progressively deducting separate prices in the order listed in B9.2 until a Total Bid Price within the budgetary provision is achieved, i.e., Total Bid Price = Lump Sum Price - Separate Price No. 1 - Separate Price No. 2.

B14.4.1 If there is any discrepancy between the lump sum price written in figures and the lump sum price written in words, the price written in words shall take precedence.

B15. AWARD OF CONTRACT

B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

- B15.2.1 Without limiting the generality of B15.2, 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.
- B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- B15.4 Notwithstanding GC:4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract, as defined in GC:1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for Construction Contracts* (Revision 2000 11 09) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Construction Contracts* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Construction Contracts*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out “The City of Winnipeg Act” wherever it appears in the General Conditions and substituting “The City of Winnipeg Charter”.
- D1.3 The General Conditions are amended by striking out “Tender Package” wherever it appears in the General Conditions and substituting “Bid Opportunity”.
- D1.4 The General Conditions are amended by striking out “Tender Submission” wherever it appears in the General Conditions and substituting “Bid Submission”.
- D1.5 The General Conditions are amended by deleting GC:6.16 and GC:6.17. The City of Winnipeg is now within the jurisdiction of the Manitoba Ombudsman pursuant to The Ombudsman Act.

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of exterior painting and repairs at St. Boniface Museum, 494 Tache Avenue
- D2.2 The major components of the Work are as follows:
- (a) Removal of existing paint on vertical siding by scraping and/or sanding. Prime exposed bare wood. Horizontal saw cut, 10mm above mid-level flashing. Exposed end grain of siding to be primed and painted.
 - (b) Remove, repair and repaint wooden window shutters;
 - (c) Repaint existing metal fire escape.

D3. CONTRACT ADMINISTRATOR

- D3.1 The Contract Administrator is:
- Graeme Remple
Project Officer
Planning, Property and Development Department
3rd Floor – 65 Garry Street
Telephone No. (204) 986-3787
Facsimile No. (204) 947-2284
- 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 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 GC:23.2.2, 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.
- 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, D5.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.
- D5.3 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:
- The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174
- D5.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:
- The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

SUBMISSIONS

D6. INSURANCE

- D6.1 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) 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;
 - (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
- D6.2 Deductibles shall be borne by the Contractor.
- D6.3 The Contractor shall provide the City Solicitor with a certificate of insurance of each policy, in a form satisfactory to the City Solicitor, 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.

D6.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D7. PERFORMANCE SECURITY

D7.1 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 to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D7.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D7.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D8. SUBCONTRACTOR LIST

D8.1 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.

D9. SECURITY CLEARANCE

D9.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.

D9.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform Work within City facilities or on private property.

D9.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work within City facilities or on private property.

D9.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

- D9.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform Work under the Contract within City facilities or on private property.

SCHEDULE OF WORK

D10. COMMENCEMENT

- D10.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.
- D10.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is 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;
 - (ii) evidence of the workers compensation coverage specified in GC:6.14;
 - (iii) evidence of the insurance specified in D6;
 - (iv) the performance security specified in D7;
 - (v) the Subcontractor list specified in D8; and
 - (vi) the security clearances specified in D9.
 - (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.
- D10.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.
- D10.4 The City intends to award this Contract by August 18, 2006.

D11. SUBSTANTIAL PERFORMANCE

- D11.1 The Contractor shall achieve Substantial Performance by September 30, 2006.
- D11.2 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.
- D11.3 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.

D12. TOTAL PERFORMANCE

- D12.1 The Contractor shall achieve Total Performance by October 15, 2006.
- D12.2 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.

- D12.3 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.

D13. LIQUIDATED DAMAGES

- D13.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City fifty dollars (\$50.00) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.
- D13.2 The amount specified for liquidated damages in D13.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D13.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D14. JOB MEETINGS

- D14.1 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.
- D14.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D15. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D15.1 Further to GC:6.26, 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).

MEASUREMENT AND PAYMENT

D16. PAYMENT SCHEDULE

- D16.1 Further to GC:12, payment shall be in accordance with monthly progress claims. The City shall only be required to pay the Contractor for material and equipment required for the work upon the installation and total incorporation of same permanently into the Work.

WARRANTY

D17. WARRANTY

- D17.1 Notwithstanding GC:13.2, the warranty period shall begin on the date of Substantial Performance and shall expire one (1) year thereafter unless extended pursuant to GC:13.2.1 or GC:13.2.2, in which case it shall expire when provided for thereunder.
- D17.2 Notwithstanding GC:13.2 or D17.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Substantial Performance if:
- (a) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use; or
- D17.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in GC:13.2 for the warranty period to begin.

FORM H1: PERFORMANCE BOND
(See D7)

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:

BID OPPORTUNITY NO. 451-2006

EXTERIOR PAINTING AND REPAIRS AT ST. BONIFACE MUSEUM
494 TACHE AVENUE

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

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

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

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

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

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

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)
(See D7)**

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 451-2006

EXTERIOR PAINTING AND REPAIRS AT ST. BONIFACE MUSEUM
494 TACHE AVENUE

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)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS, STANDARD DETAILS AND DRAWINGS

- E1.1 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.1.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- E1.1.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.1.3 Further to GC:2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.2 The following Drawings are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
A-01	North Elevation
A-02	South Elevation
A-03	East Elevation
A-04	West Elevation

E2. EXTERIOR WOOD SIDING AND TRIM

- E2.1 Scope of Work:
- E2.1.1 Work to include all exterior wood surfaces including siding, all exterior window and door trim, all dormer window trim, all soffits and fascia, bell tower trim, siding, and as noted on the drawings.
- E2.1.2 Scrape and sand all exterior surfaces by hand to remove all loose paint.
- E2.1.3 Window sash will not require re-painting but window sills need treatment.
- E2.1.4 All exterior window and door trim to be repainted.
- E2.1.5 Ensure all surfaces are smooth and dry before re-painting.
- E2.1.6 All rotted siding boards to be identified to Contract Administrator before proceeding with paint.
- E2.1.7 Paint to be as specified – ensure undercoat applied on all bare wood first. Provide two final coats on all finished surfaces. Colour to match existing.
- E2.1.8 With a continuous, level, horizontal sawcut at the base of the second storey siding, immediately above the mid-level flashing, remove 10mm of the upper siding to prevent wicking of water up into the boards from moisture at the flashing. **It is imperative that the metal flashing behind the siding is not cut or nicked in the process.**

E3. EXTERIOR SHUTTERS

- E3.1 Scope of Work:
- E3.1.1 Work to include all exterior shutters.

- E3.1.2 Remove the shutters from their demountable hardware and chemically dip-strip each unit to ensure complete removal of all paint.
- E3.1.3 Ensure that each shutter is numbered and returned to the same location.
- E3.1.4 Ensure the dip-strip method is the gentlest possible.
- E3.1.5 Assume that 35% of the shutters will need to be rebuilt as original using the existing materials. In addition, assume that 10% of the shutters will need to have new materials to match the material type, detailing and form of the existing. Repaint the shutters as specified with an undercoat and two finish coats.
- E3.1.6 Retain a colour sample from the existing shutters to confirm colour.
- E3.1.7 Ensure that all support brackets are secured to the walls and that the shutters are installed level and perpendicular.
- E3.1.8 A test sample of a shutter should be evaluated after the dip and strip method. If the results are too abrasive on the wood surface, an alternative method should be tested – this method should be similar to E2 – Exterior Wood Siding and Trim with scraping, sanding and priming preparation prior to painting.

E4. EXTERIOR METAL FIRE ESCAPE

- E4.1 Scope of Work:
 - E4.1.1 Scrape and sand all rust and blemishes on metal fire escapes. Repaint with a rust inhibitor paint followed by 2 coats of semi-gloss oil based paint to match existing colour.
 - E4.1.2 Both metal fire escapes on East elevation as shown on Drawing A-03 to be included in Work.
 - E4.1.3 Work to include metal stringers, treads, railings, brackets, doors and supports.

E5. PAINTING SECTION 09900

PART 1 GENERAL

E5.1 References

- E5.1.1 Architectural Painting Specifications Manual, Master Painters Institute (MPI).
- E5.1.2 Systems and Specifications Manual, SSPC Painting Manual, Volume Two, Society for Protective Coatings (SSPC).
- E5.1.3 Test Method for Measuring Total Volatile Organic Compound Content of Consumer Products, Method 24 (for Surface Coatings) of the Environmental Protection Agency (EPA).
- E5.1.4 National Fire Code of Canada.

E5.2 Quality Assurance

- E5.2.1 Contractor shall have a minimum of five years proven satisfactory experience. When requested, provide a list of last three comparable jobs including, job name and location, specifying authority, and project manager.
- E5.2.2 Qualified journeymen who have a "Tradesman Qualification Certificate of Proficiency" shall be engaged in painting Work. Apprentices may be employed provided they work under the direct supervision of a qualified journeyman in accordance with trade regulations.
- E5.2.3 Conform to latest MPI requirements for exterior painting Work including preparation and priming.
- E5.2.4 Materials (primers, paints, coatings, varnishes, stains, lacquers, fillers, thinners, solvents, etc.) shall be in accordance with MPI Painting Specification Manual "Approved Product" listing and shall be from a single manufacturer for each system used.
- E5.2.5 Other paint materials such as linseed oil, shellac, turpentine, etc. shall be the highest quality product of an approved manufacturer listed in MPI Painting Specification Manual and shall be compatible with other coating materials as required.
- E5.2.6 Retain purchase orders, invoices and other documents to prove conformance with noted MPI requirements when requested by Contract Administrator.
- E5.2.7 Standard of Acceptance:
 - (i) Walls: No defects visible from a distance of 1000 mm at 90 deg to surface.
 - (ii) Soffits: No defects visible from floor at 45 deg to surface when viewed using final lighting source.
 - (iii) Final coat to exhibit uniformity of colour and uniformity of sheen across full surface area.

E5.3 Inspection Requirements

- E5.3.1 Exterior surfaces requiring painting shall be inspected by the Contract Administrator who shall notify City of Winnipeg in writing of defects or problems, prior to commencing painting Work, or after prime coat shows

E5.4 Scheduling of Work

- E5.4.1 Submit work schedule for various stages of painting to Contract Administrator for approval. Submit schedule minimum of 24 hours in advance of proposed operations.
- E5.4.2 Obtain written authorization from Contract Administrator for changes in Work schedule.
- E5.4.3 Schedule painting operations to prevent disruption of occupants in and about the building.

E5.5 Submittals

- E5.5.1 Submit product data and manufacturer's installation/application instructions for paints and coating products to be used.
- E5.5.2 Submit WHMIS MSDS - Material Safety Data Sheets.
- E5.5.3 Upon completion, submit records of products used. List products in relation to finish system and include the following:
 - (ii) Product name, type and use.
 - (iii) Manufacturer's product number.
 - (iv) Colour number[s].
 - (v) MPI Environmentally Friendly classification system rating.
 - (vi) Manufacturer's Material Safety Data Sheets (MSDS).

E5.6 Samples

- E5.6.1 Submit samples.
- E5.6.2 Submit 200 x 300 mm sample panels of each paint with specified paint or coating in colours, gloss/sheen and textures required to MPI Painting Specification Manual standards submitted on the following substrate materials:
 - (i) 10 mm siding for finishes over wood surfaces.
- E5.6.3 When approved, samples shall become acceptable standard of quality for appropriate on-Site surface with one of each sample retained on-Site.
- E5.6.4 Submit full range of available colours where colour availability is restricted.

E5.7 Quality Control

- E5.7.1 When requested by the Contract Administrator or Paint Inspection Agency, prepare and paint designated surface, area, room or item (in each colour scheme) to requirements specified herein, with specified paint or coating showing selected colours, gloss/sheen, textures and workmanship to MPI Painting Specification Manual standards for review and approval. When approved, surface, area, room and/or items shall become acceptable standard of finish quality and workmanship for similar on-Site Work.

E5.8 Extra Materials

- E5.8.1 Submit maintenance materials.
- E5.8.2 Submit one four litre can of each type and colour of primer, and finish coating. Identify colour and paint type in relation to established colour schedule and finish system.
- E5.8.3 Deliver to City of Winnipeg and store where directed.

E5.9 Delivery, Handling and Storage

- E5.9.1 Deliver and store materials in original containers, sealed, with labels intact.
- E5.9.2 Labels shall clearly indicate:
- (i) Manufacturer's name and address.
 - (ii) Type of paint or coating.
 - (iii) Compliance with applicable standard.
 - (iv) Colour number in accordance with established colour schedule.
- E5.9.3 Remove damaged, opened and rejected materials from Site.
- E5.9.4 Provide and maintain dry, temperature controlled, secure storage.
- E5.9.5 Observe manufacturer's recommendations for storage and handling.
- E5.9.6 Store materials and supplies away from heat generating devices.
- E5.9.7 Store materials and equipment in a well ventilated area with temperature range 7 deg C to 30 deg C.
- E5.9.8 Store temperature sensitive products above minimum temperature as recommended by manufacturer.
- E5.9.9 Keep areas used for storage, cleaning and preparation, clean and orderly to approval of Contract Administrator. After completion of operations, return areas to clean condition to approval of Contract Administrator.
- E5.9.10 Remove paint materials from storage only in quantities required for same day use.
- E5.9.11 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling storage, and disposal of hazardous materials.
- E5.9.12 Fire Safety Requirements:
- (i) Provide one Type ABC fire extinguisher adjacent to storage area.
 - (ii) Store oily rags, waste products, empty containers and materials subject to spontaneous combustion in ULC approved, sealed containers and remove from Site on a daily basis.
 - (iii) Handle, store, use and dispose of flammable and combustible materials in accordance with the National Fire Code of Canada.

E5.10 Site Requirements

- E5.10.1 Heating, Ventilation and Lighting:
- (i) Perform no painting Work unless adequate and continuous ventilation and sufficient heating facilities are in place to maintain ambient air and substrate temperatures at temperatures recommended by paint manufacturer until paint has cured sufficiently.
 - (ii) Provide temporary ventilating and heating equipment where permanent facilities are not available or supplemental ventilating and heating equipment if ventilation and heating from existing system is inadequate to meet minimum requirements.
 - (iii) Perform no painting Work unless a minimum lighting level of 323 Lux is provided on surfaces to be painted. Adequate lighting facilities shall be provided by the Contractor.

- E5.10.2 Temperature, Humidity and Substrate Moisture Content Levels:
- E5.10.3 Unless specifically pre-approved by specifying body, Paint Inspection Agency and, applied product manufacturer, perform no painting Work when:
- (i) ambient air and substrate temperatures are below paint manufacturers recommendation.
 - (ii) substrate temperature is over 32 deg C unless paint is specifically formulated for application at high temperatures.
 - (iii) substrate and ambient air temperatures are expected to fall outside MPI or paint manufacturer's prescribed limits.
 - (iv) the relative humidity is above 85% or when dew point is less than 3 deg C variance between air/surface temperature.
 - (v) rain or snow are forecast to occur before paint has thoroughly cured or when it is foggy, misty, raining or snowing at Site.
- E5.10.4 Perform no painting Work when maximum moisture content of substrate exceeds:
- (i) [15]% for wood.
- E5.10.5 Conduct moisture tests using a properly calibrated electronic Moisture Meter.
- E5.10.6 Surface and Environmental Conditions:
- (i) Apply paint finish only in areas where dust is no longer being generated by related construction operations or when wind or ventilation conditions are such that airborne particles will not affect quality of finished surface.
 - (ii) Apply paint only to adequately prepared surfaces and to surfaces within moisture limits noted herein.
 - (iii) Apply paint only when previous coat of paint is dry or adequately cured.
 - (iv) Apply paint finishes only when conditions forecast for entire period of application fall within manufacturer's recommendations.
 - (v) Do not apply paint when:
 - (i) Temperature is expected to drop below paint manufacturers recommendation before paint has thoroughly cured.
 - (ii) Substrate and ambient air temperatures are expected to fall outside MPI or paint manufacturer's limits.
 - (iii) Surface to be painted is wet, damp or frosted.
 - (vi) Provide and maintain cover when paint must be applied in damp or cold weather. Heat substrates and surrounding air to comply with temperature and humidity conditions specified by manufacturer. Protect until paint is dry or until weather conditions are suitable.
 - (vii) Schedule painting operations such that surfaces exposed to direct, intense sunlight are scheduled for completion during early morning.
 - (viii) Remove paint from areas which have been exposed to freezing, excess humidity, rain, snow or condensation. Prepare surface again and repaint.
 - (ix) Paint occupied facilities in accordance with approved schedule only. Schedule operations to approval of the Contract Administrator and City of Winnipeg such that painted surfaces will have dried and cured sufficiently before occupants are affected.
- E5.11 Waste Management and Disposal
- E5.11.1 Paint, stain and wood preservative finishes and related materials (thinners, solvents, etc.) are regarded as hazardous products and are subject to regulations for disposal.

Information on these controls can be obtained from Provincial Ministries of Environment and Regional levels of Government.

- E5.11.2 Place materials defined as hazardous or toxic waste, including used sealant and adhesive tubes and containers, in containers or areas designated for hazardous waste.
- E5.11.3 To reduce the amount of contaminants entering waterways, sanitary/storm drain systems or into the ground the following procedures shall be strictly adhered to:
- (i) Retain cleaning water for water-based materials to allow sediments to be filtered out.
 - (ii) Retain cleaners, thinners, solvents and excess paint and place in designated containers and ensure proper disposal.
 - (iii) Return solvent and oil soaked rags used during painting operations for contaminant recovery, proper disposal, or appropriate cleaning and laundering.
 - (iv) Dispose of contaminants in an approved legal manner in accordance with hazardous waste regulations.
- E5.11.4 Close and seal tightly partly used sealant and adhesive containers and store protected in well ventilated fire-safe area at moderate temperature.

PART 2 PRODUCTS

E5.12 Materials

- E5.12.1 Paint materials listed in the latest edition of the MPI Approved Products List (APL) are acceptable for use on this project.
- E5.12.2 Paint materials for paint systems shall be products of a single manufacturer.
- E5.12.3 Paints, coatings, adhesives, solvents, cleaners, lubricants, and other fluids, shall:
- (ii) be approved by City of Winnipeg prior to start of Work.
 - (iii) be manufactured without compounds which contribute to ozone depletion in the upper atmosphere.
- E5.12.4 Water-borne surface coatings must be manufactured and transported in a manner that steps of processes, including disposal of waste products arising therefrom, will meet requirements of applicable governmental acts, by-laws and regulations including, for facilities located in Canada, Fisheries Act and Canadian Environmental Protection Act (CEPA).
- E5.12.5 Water-borne surface coatings must not be formulated or manufactured with aromatic solvents, formaldehyde, halogenated solvents, mercury, lead, cadmium, hexavalent chromium or their compounds.
- E5.12.6 Water-borne surface coatings and recycled water-borne surface coatings must have a flash point of 61.0 deg C or greater.
- E5.12.7 Recycled water-borne surface coatings must not contain:
- (iv) Lead in excess of 600.0 ppm weight/weight total solids.
 - (v) Mercury in excess of [50.0] ppm weight/weight total product.
 - (vi) Cadmium in excess of [1.0] ppm weight/weight total product.
 - (vii) Hexavalent chromium in excess of [3.0] ppm weight/weight total product.
 - (viii) Organochlorines or polychlorinated biphenyls (PCBS) in excess of [1.0] ppm weight/weight total product.

E5.13 Colours

- E5.13.1 SPEC NOTE ENVIRONMENT: In low toxicity paints, the tint is likely the component with the greatest environmental impact and health risks. For this reason, pastel shades are preferable to more heavily saturated colours.
- E5.13.2 Paint to match existing on building. Submit colour schedule to City of Winnipeg and Contract Administrator for review prior to start of Work.
- E5.13.3 Selection of colours will be from manufacturers full range of colours.

E5.14 Mixing and Tinting

- E5.14.1 Perform colour tinting operations prior to delivery of paint to Site. On-Site tinting of painting materials is allowed only with Contract Administrator's written permission.
- E5.14.2 Paste, powder or catalyzed paint mixes shall be mixed in strict accordance with manufacturer's written instructions.
- E5.14.3 Where thinner is used, addition shall not exceed paint manufacturer's recommendations. Do not use kerosene or any such organic solvents to thin water-based paints.
- E5.14.4 Re-mix paint in containers prior to and during application to ensure break-up of lumps, complete dispersion of settled pigment, and colour and gloss uniformity. Gloss/Sheen Ratings
- E5.14.5 Paint gloss shall be defined as the sheen rating of applied paint, in accordance with the following values:

<u>Gloss Level Category</u>	<u>Units @ 60 deg</u>	<u>Units @ 60 Deg</u>
G1 – Matte Finish	0 to 5	max. 10
G2 – Velvet finish	0 to 10	10 to 35
G3 – Eggshell finish	10 to 25	10 to 35
G4 – Satin finish	20 to 35	min. 35
G5 – Semi-gloss finish	35 to 70	
G6 – Gloss finish	70 to 85	
G7 – High gloss finish	> 85	

- E5.14.6 Gloss level ratings of painted surfaces shall be to match existing and be approved by City of Winnipeg prior to commencement of Work.

PART 3 EXECUTION

E5.15 General

- E5.15.1 Perform preparation and operations for exterior painting in accordance with MPI Painting Specifications Manual except where specified otherwise.
- E5.15.2 Apply paint materials in accordance with paint manufacturer's written application instructions.

E5.16 Existing Conditions

- E5.16.1 Investigate existing substrates for problems related to proper and complete preparation of surfaces to be painted. Report to Contract Administrator damages, defects, unsatisfactory or unfavourable conditions before proceeding with Work.

- E5.16.2 Conduct moisture testing of surfaces to be painted using a properly calibrated electronic moisture meter, and report findings to Contract Administrator. Do not proceed with Work until conditions fall within acceptable range as recommended by manufacturer.
- E5.16.3 Maximum moisture content as follows:
- (i) Wood: [15]%.
- E5.17 Protection
- E5.17.1 Protect existing building surfaces and adjacent structures from paint spatters, markings and other damage by suitable non-staining covers or masking. If damaged, clean and restore such surfaces as directed by Contract Administrator.
- E5.17.2 Protect items that are permanently attached such as Fire Labels on doors and frames.
- E5.17.3 Protect factory finished products and equipment.
- E5.17.4 Protect passing pedestrians, building occupants and general public in and about the building.
- E5.17.5 Removal of light fixtures, surface hardware on doors, and other surface mounted equipment, fittings and fastenings shall be done prior to undertaking painting operations by General Contractor. Items shall be securely stored and re-installed after painting is completed by General Contractor.
- E5.17.6 SPEC NOTE: Establish specific responsibilities for care of portable building finishings and accessories.
- E5.17.7 As painting operations progress, place "WET PAINT" signs in pedestrian and vehicle traffic areas.
- E5.18 Cleaning and Preparation
- E5.18.1 Clean and prepare exterior surfaces in accordance with MPI Painting Specification Manual requirements. Refer to the MPI Manual in regard to specific requirements and as follows:
- (i) Remove dust, dirt, and other surface debris by brushing, or wiping with dry, clean cloths.
 - (ii) Wash surfaces with a biodegradable detergent (and bleach where applicable) and clean warm water using a stiff bristle brush to remove dirt, oil and other surface contaminants.
 - (iii) Rinse scrubbed surfaces with clean water until foreign matter is flushed from surface.
 - (iv) Allow surfaces to drain completely and allow to dry thoroughly.
 - (v) Prepare surfaces for water-based painting, water-based cleaners should be used in place of organic solvents.
 - (vi) Use trigger operated spray nozzles for water hoses.
 - (vii) Many water-based paints cannot be removed with water once dried. However, minimize the use of kerosene or any such organic solvents to clean up water-based paints.
- E5.18.2 SPEC NOTE: Use water blasting only when necessary for extreme cases of contamination by oily residue and where hand washing is impractical.
- E5.18.3 Prevent contamination of cleaned surfaces by salts, acids, alkalis, other corrosive chemicals, grease, oil and solvents before prime coat is applied and between applications of remaining coats. Apply primer, paint, or pre-treatment as soon as possible after cleaning and before deterioration occurs.

- E5.18.4 Where possible, prime surfaces of new wood surfaces before installation. Use same primers as specified for exposed surfaces.
- (i) Apply vinyl sealer to MPI #36 over knots, pitch, sap and resinous areas.
 - (ii) Apply wood filler to nail holes and cracks.
- E5.18.5 Sand and dust between coats as required to provide adequate adhesion for next coat and to remove defects visible from a distance up to 1000 mm.
- E5.18.6 Clean metal surfaces to be painted by removing rust, loose mill scale, welding slag, dirt, oil, grease and other foreign substances in accordance with MPI requirements. Remove traces of blast products from surfaces, pockets and corners to be painted by brushing with clean brushes, or brushing/vacuum cleaning.
- E5.18.7 Touch up of shop primers with primer as specified in applicable section. Major touch-up including cleaning and painting of field connections, welds, rivets, nuts, washers, bolts, and damaged or defective paint and rusted areas, shall be by supplier of fabricated material.
- E5.19 Application
- E5.19.1 Method of application to be as approved by Contract Administrator. Apply paint by brush. Conform to manufacturer's application instructions unless specified otherwise.
- E5.19.2 SPEC NOTE: The method of application is very important. Spraying releases large amounts of paint into the air, adding to inhalation and skin contact risk, and in some cases fire risk. Ensure that proper safety precautions are followed when spray applications are necessary. Brush and roller applications are far safer.
- E5.19.3 Brush and Roller Application:
- (i) Apply paint in a uniform layer using brush of types suitable for application.
 - (ii) Work paint into cracks, crevices and corners.
 - (iii) Paint surfaces and corners not accessible to brush using spray, daubers and/or sheepskins.
 - (iv) Brush runs and sags, and over-lap marks.
 - (v) Remove runs, sags and brush marks from finished work and repaint.
- E5.19.4 Use dipping, sheepskins or daubers only when no other method is practical in places of difficult access and only when specifically authorized by Contract Administrator.
- E5.19.5 Apply coats of paint as a continuous film of uniform thickness. Repaint thin spots or bare areas before next coat of paint is applied.
- E5.19.6 Allow surfaces to dry and properly cure after cleaning and between subsequent coats for minimum time period as recommended by manufacturer.
- E5.19.7 Sand and dust between coats to remove visible defects.
- E5.19.8 Finish surfaces both above and below sight lines as specified for surrounding surfaces, including such surfaces as projecting ledges.
- E5.19.9 Finish top, bottom, edges and cutouts of doors after fitting as specified for door surfaces.
- E5.20 Field Quality Control
- E5.20.1 Advise Contract Administrator when each surface and applied coating is ready for inspection. Do not proceed with subsequent coats until previous coat has been approved.
- E5.21 Restoration
- E5.21.1 Clean and re-install all hardware items removed before undertaken painting operations.

- E5.21.2 Remove protective coverings and warning signs as soon as practical after operations cease.
- E5.21.3 Remove paint splashings on exposed surfaces that were not painted. Remove smears and spatter immediately as operations progress, using compatible solvent.
- E5.21.4 Protect freshly completed surfaces from paint droppings and dust to approval of Contract Administrator. Avoid scuffing newly applied paint.
- E5.21.5 Restore areas used for storage, cleaning, mixing and handling of paint to clean condition as approved by Contract Administrator.