



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 482-2006

SUPPLY AND INSTALLATION OF AIR HANDLING ROOFTOP UNIT

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PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 SUPPLY AND INSTALLATION OF AIR HANDLING ROOFTOP UNIT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, August 4, 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 make an appointment to view the Site by contacting the Contract Administrator.

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

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.

B9.1.1 Notwithstanding GC.12.2.3(c), the price 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.

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 supply and installation of air handling rooftop unit.
- D2.2 The major components of the Work are as follows:
- (a) Remove and dispose of the existing air handling unit;
 - (b) Supply and install a replacement air handling unit.

D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**AMCA**" means Air Movement and Control Association;

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
- Maurice Jegues, C.E.T.
Senior Instrumentation Tech.
SEWPCC
100 Ed Spencer Drive
Winnipeg MB R2N 4G3
- Telephone No. (204) 986-6158
Facsimile No. (204) 257-0644
- D4.2 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.

D5. CONTRACTOR'S SUPERVISOR

D5.1 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.

D6. NOTICES

D6.1 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.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

D6.3 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

D6.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following 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

D7. INSURANCE

D7.1 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;

D7.2 Deductibles shall be borne by the Contractor.

D7.3 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.

D7.4 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.

D8. PERFORMANCE SECURITY

D8.1 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.

D8.1.1 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.

D8.2 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.

SCHEDULE OF WORK

D9. COMMENCEMENT

D9.1 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.

D9.2 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 D7; and
 - (iv) the performance security specified in D8.
- (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.

D9.3 The Contractor shall not commence the Work on the Site before November 20, 2006.

D10. SUBSTANTIAL PERFORMANCE

- D10.1 The Contractor shall achieve Substantial Performance by December 15, 2006.
- D10.2 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.
- D10.3 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.

D11. TOTAL PERFORMANCE

- D11.1 The Contractor shall achieve Total Performance by December 31, 2006.
- D11.2 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.
- D11.3 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.

D12. LIQUIDATED DAMAGES

- D12.1 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 Two Hundred dollars (\$200.00) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.
- D12.2 The amount specified for liquidated damages in D12.1 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.
- D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D13. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D13.1 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).

WARRANTY

D14. WARRANTY

- D14.1 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.

FORM H1: PERFORMANCE BOND
(See D8)

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:

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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 D8)

(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. 482-2006
SUPPLY AND INSTALLATION OF AIR HANDLING ROOFTOP UNIT

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

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*.

E2. GENERAL

- E2.1 Air Handling Units shall be built to the level of quality as herein specified and to the description of the Air Handling Unit Schedule.
- E2.2 Substitution of any product other than that specified, must assure no deviation below the stated capacities, air flow rate, heat transfer rate, filtration efficiency and air mixing quality. Power requirements must not be exceeded, and where specifically defined, sound power levels must not be exceeded. Applications for "equal" or "alternate", in accordance with B6, must address these factors.
- E2.3 Unless stated otherwise, air handling units are to be shipped to the job in one piece, factory assembled. All equipment shall be factory tested prior to shipment.
- E2.4 The air handling units and major components shall be products of manufacturers regularly engaged in the production of such equipment and with a minimum of fifteen continuous years of proven production experience. Manufacturer shall have a fully implemented and auditable quality assurance program, equal to the ISO-9002 Quality Standard.

E3. UNIT CONSTRUCTION

- E3.1 Unit casing shall be of minimum 18 (1.3mm) gauge satin coat galvanized sheet metal. Galvanized surfaces shall be cleaned with a degreasing solvent to remove oil and metal oxides and primed with a two part acid based etching primer. Finish coat shall be an electrostatically applied enamel, to all exposed surfaces. All unprotected metal and welds shall be factory coated.
- E3.2 All walls, roofs and floors shall be of formed construction, with at least two breaks at each joint. Joints shall be secured by sheet metal screws or pop rivets. Wall and floor joints shall be broken in and roof joints broken out (exposed) for rigidity. All joints shall be caulked with a water resistant sealant.
- E3.3 Units shall be provided with access doors to the following components: fans and motors; filters; dampers and operators. Access doors shall be large enough for easy access. Provide hinged access doors, fully lined, with zinc plated piano hinges and brass pins, with a minimum of two Leverloc handles for all units up to 48 in. (1220 mm) high.
- E3.4 Casings shall be supported on formed galvanized steel channel or structural channel supports, designed and welded for low deflections. Integral lifting lugs shall be provided for hoisting.

- E3.5 All units shall be internally insulated with 1" (25mm) thick 1 1/2 lb./cu.ft. (24 kg./cu.m.) density, neoprene coated fibre glass thermal insulation
- E3.6 Air handling units shall be weatherproofed and equipped for installation outdoors. This shall include generally for the prevention of infiltration of rain and snow into the unit, and hoods on air intakes and exhaust openings with 1" (25mm) galvanized inlet screens; rain gutters over all access doors; all joints caulked with a water resistant sealant; roof joints turned up 2" (50mm) with three break interlocking design; outer wall panels extend a minimum of 1/4 inch (6mm) below the floor panel. Floors are of three break upstanding design with welded corners and free of penetrations. Unit underside joints are caulked and tarred.

E4. FANS

- E4.1 Centrifugal fans shall be rated in accordance with AMCA Standard Test Code, Bulletin 210. All fans and fan assemblies shall be dynamically balanced during factory test run. Fan shafts shall be selected for stable operation at least 20% below the first critical RPM. Fan shafts shall be provided with a rust inhibiting coating.
- E4.2 Forward curved fans shall be equipped with greaseable pillow block bearings, supported on a rigid structural steel frame.
- E4.3 Fixed drives shall be provided. All drives shall be provided with a rust inhibiting coating. The air balancer shall provide for drive changes (if required) during the air balance procedure.
- E4.4 Fan-motor assemblies shall be provided with vibration isolators. Isolators shall be bolted to steel channel welded to unit floor which is welded to the structural frame of the unit. The isolators shall be neoprene-in-shear type. Fans shall be attached to the discharge panel by a heavy glass fabric, neoprene impregnated, with a sealed double locking fabric to metal connection.
- E4.5 Fan motors shall be 2 speed (1800/900) open drip proof, ODP type.

E5. HEATING UNITS

- E5.1 Heating units shall have an indirect natural gas fired heating section that is Canadian ETL approved for both sea level and high altitude areas.
- E5.2 Heat exchanger shall be a primary drum and multi-tube secondary assembly constructed of titanium stainless steel with multi-plane tubulators, and shall be of a floating stress relieved design. Heat exchanger shall be provided with condensate drain connection. The heat exchanger casing shall have 1" (25 mm) of insulation between the outer cabinet and inner liner. Blower assemblies close coupled to duct furnace type heat exchangers are not acceptable.
- E5.3 The burner assembly shall be a blow through positive pressure type with an intermittent pilot ignition system to provide a high seasonal efficiency. Flame surveillance shall be with a solid state programmed flame relay c/w flame rod. The burner and gas train shall be in a cabinet enclosure. Insulation in the burner section shall be covered by a heat reflective galvanized steel liner. Atmospheric burners, or burners requiring power assisted venting are not acceptable.
- E5.4 Unit(s) incorporating discharge air control and wherever specified, shall include 15:1 turndown (HT burner) for all inputs in range from 100 MBH to 1400 MBH (29.3 kw to 410 kw). The high turndown burner minimum input shall be capable of controlling at 6.7% of its rated input without on-off cycling and include built in electronic linearization of fuel and combustion air. Efficiency shall increase from hi to lo fire.
- E5.5 Operating natural gas pressure at unit(s) manifold shall be 7" (1750 Pa) w.c

E6. FILTERS

- E6.1 Filter sections shall be provided with adequately sized access doors to allow easy removal of filters.
- E6.2 The filter modules shall be designed to slide out of the unit. Side removal 2" (50mm) filters shall slide into a formed metal track, sealing against metal spacers at each end of the track.
- E6.3 Two inch (2") (50mm) Replaceable Media Filters: Disposable glass fibre media type enclosed in permanent galvanized metal frames with metal retainers on both sides.
- E6.4 Where filters are provided in air handling units for make-up air applications and where hoar frost may occur, only steel frame filters are acceptable. Where indicated, units shall have both summer (upstream of heating coil or gas heat exchanger) and winter (downstream of heating coil or gas heat exchanger) filter sections. Only one set of filters is installed depending on ambient conditions.
- E6.5 Filter media shall meet U.L. Class 2 standards.

E7. DAMPERS

- E7.1 Damper frames shall be u-shaped galvanized metal sections securely screwed or welded to the air handling unit chassis. Pivot rods of 1/2" (13mm) aluminum, shall turn in bronze bushings, fabricated from self-oiling bronze. Rods shall be secured to the blade by means of straps and set screws.
- E7.2 Blades shall be 18 gauge (1.3mm) galvanized metal with two breaks on each edge and three breaks on centreline for rigidity. The pivot rod shall "nest" in the centreline break. Damper edges shall interlock. Maximum length of damper between supports shall be 42 inches (1070mm).
- E7.3 Damper linkage brackets shall be 16 gauge (1.6mm) cadmium plated steel with bronze bushings, and shall be self-aligning to prevent binding.
- E7.4 Dampers construction shall include blade ends sealed with an adhesive backed foamed polyurethane gasketing. Outdoor air dampers also include an all weather PVC seal, fastened with a positive lock grip and pliable overlap edge on entering air side of interlocking edges. Dampers are interlocked from the centre.
- E7.5 Make Up Air dampers shall be parallel blade type.

E8. PRE-WIRED EQUIPMENT AND FACTORY INSTALLED CONTROLS

- E8.1 Air handling units shall be factory wired and tested, and shall be certified by C.G.A., with C.S.A. approved components.
- E8.2 Wiring shall be in accordance with the Canadian Electrical Code, Part 1, and pertinent sections of Part 2 of the Code pertaining to specific equipment type and purpose.
- E8.3 All electrical circuits shall undergo a dielectric strength test (CSA C22.2-0), and shall be factory tested and checked as to proper function.
- E8.4 Prewired air handling units shall bear a label with all the necessary identification marks, electrical data, and any necessary cautions as required by the Canadian Electrical Code, Part 2.
- E8.5 Provide a system of motor control, including all necessary terminal blocks, motor contactors, motor overload protection, grounding lugs, control transformers, auxiliary contactors and

terminals for the connection of external control devices or relays. Gas fired units shall also include high limit and combustion air flow switch.

- E8.6 Automatic controls shall be housed in a control panel mounted in or on the air handling unit, which will meet the C.S.A. standard of the specific installation. Discharge air controller, DJM, shall be manufactured by unit supplier to ensure single source responsibility (controllers manufactured by secondary supplier NOT acceptable).
- E8.7 DJ Control (Units 1.4 MBH and below)
- E8.7.1 Electronic DJM (Modulating Fuel w/ Modulating Combustion Air)
- E8.7.2 Solid state analyzer complete with proportional and integral control and with a discharge air sensor to maintain set point temperature and provide rapid response to incremental changes in discharge air temperature. Combustion air motor speed varies in response to the modulation of gas flow to provide optimum fuel/air mixture and efficiency at all conditions. Combustion efficiency of heat exchangers shall increase 4 – 5% from high fire to low fire on units incorporating 15:1 turndown (HT Burner). Heat exchangers shall provide a minimum of 80% efficiency throughout the entire operating range. Alternate manufacturers units which do not incorporate a variable speed combustion air blower shall have a modulating gas valve and a combustion air damper with a linear linkage connected to an actuator which has a minimum of 100 steps of control.
- E8.7.3 Controllers for heating units only shall include the following standard features:
- (a) linear gas and combustion air flow obtained via a built in solid state linear algorithm
 - (b) -40°F (-40°C) minimum operating ambient temperature
 - (c) four (4) air change pre-purge on units with over 400 MBH (117 kw) input
 - (d) post purge
 - (e) interrupted pilot
 - (f) self check on start-up to make sure air proving and discharge air sensors are operating within design tolerances
 - (g) low fire start
 - (h) controlled burner start-up and shut down
 - (i) diagnostic lights for ease of set-up and service
 - (j) blower contactor that starts fan after burner pre-purge
 - (k) damper contact that allows fan to start after damper opens, damper to close after fan stops and damper to close on flame failure
 - (l) non-recycling auto by-pass low limit that has built-in sensor checking built-in alternate blower and damper functions and set back temperatures for unoccupied mode operation using a single room thermostat
- E8.8 Damper Control – Provide two position damper operator.
- E8.9 Low Limit
- E8.9.1 Provide a discharge air low limit equipped with an automatic by-pass time delay to allow for cold weather start-up. On a heating system failure this device will shut down the fan and close the outdoor air damper. This device shall require resetting by interrupting the electrical circuit.

E8.10 Remote Panel - Provide for each air handling unit a remote mounted control panel for the purpose of switching and visual indication of operations. Each panel to include the following items:

- (a) Engraved lamicoïd face plate.
- (b) System ON-OFF switch.
- (c) System ON light.
- (d) Heat ON-OFF switch.
- (e) Heat ON light.
- (f) Clogged filter light
- (g) Low CFM Rate light
- (h) High CFM Rate light
- (i) Exhaust system ON light
- (j) Low limit light
- (k) Flame failure light
- (l) Remote temperature selector
- (m) Push button test light

E9. ROOFTOP UNIT HEATING AND AIR CAPACITY

E9.1 The Rooftop unit heating and air capacity shall be as follows:

- (a) Air capacity on high speed should be a minimum of 5300 CFM and a minimum of 2650 on low;
- (b) External Static Pressure should be a minimum of 0.75 inches water column;
- (c) Heating input maximum will be 750,000 Btu/h;
- (d) Heating output will be a minimum of 600, 000 Btu/h; and
- (e) Temperature rise minimum of 105 degrees F.