



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 553-2006

REPOINTING OF 212 RUE DUMOULIN

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PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 REPOINTING OF 212 RUE DUMOULIN

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 1, 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 shall attend a Site meeting from 10:00 a.m. to 11:00 a.m. on August 28, 2006. Attendance is mandatory, and the Bid of any Bidder not having attended will be rejected on the basis that it is non-responsive.

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

B4. ENQUIRIES

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

B4.2 If the Bidder finds errors, discrepancies or omissions in the 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 to meet budgetary constraints;
- (b) Separate Price - Item No. 2 shall be the amount to be deducted from the lump sum price to meet budgetary constraints;
- (c) Separate Price - Item No. 3 shall be the amount to be deducted from the lump sum price to meet budgetary constraints.
- (d) Separate Price - Item No. 4 shall be the amount to be deducted from the lump sum price to meet budgetary constraints.

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);
 - (h) have all work done by skilled & experienced tradesmen specializing in the type of work specified. Contractor shall list their previous work experience with Quotation.
 - (i) all work shall be executed under the continuous supervision and direction of a competent mason.
 - (j) one thoroughly experienced, reliable and competent workman shall be in charge of all mortar mixing for the duration of the job.
- 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 - Separate Price No. 3 – Separate Price No. 4.

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.

B15.6 The City intends to award the Contract by September 5, 2006.

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 repointing of designated areas of the exterior of 212 Dumoulin.

D3. CONTRACT ADMINISTRATOR

- D3.1 The Contract Administrator is:
Stu McConnell
Project Officer
Main Floor, 100 Main Street
Winnipeg, MB R3C 1A4
Telephone No. (204) 986-2888
Facsimile No. (204) 986-7311
- 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;
 - (c) all risks course of construction insurance in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and The City of Winnipeg, at all times during the performance of the Work and until the date of Total Performance.
- 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.

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 D6;
 - (iv) the performance security specified in D7; and
 - (v) the Subcontractor list 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 commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

D10. TOTAL PERFORMANCE

- D10.1 The Contractor shall achieve Total Performance by October 27, 2006.
- D10.2 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.
- D10.3 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.

D11. LIQUIDATED DAMAGES

- D11.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City one hundred dollars (\$100.00) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- D11.2 The amount specified for liquidated damages in D11.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D11.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D12. JOB MEETINGS

- D12.1 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.
- D12.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

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 Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the

respective Specification sections, unless extended pursuant to GC:13.2.1 or GC:13.2.2, in which case it shall expire when provided for thereunder.

- D14.1.1 For the purpose of Performance Security, the warranty period shall be one (1) year.
- D14.2 Notwithstanding GC:13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.
- D14.2.1 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. 553-2006

REPOINTING OF 212 RUE DUMOULIN

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. 553-2006
REPOINTING OF 212 RUE DUMOULIN

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 Specifications are applicable to the Work:

E2. WORK INCLUDED

- E2.1 The Work of this specification comprises the furnishing of all labour, equipment and materials to complete the historical restorations in the designated areas of the St. Boniface Museum, 212 Rue Dumoulin, as hereinafter specified and not necessarily confined to the following.
- (a) Removal of mortar as required for repointing of brick masonry.
 - (b) Removal and replacement of existing masonry bricks where repointing can be achieved to seal masonry.
 - (c) Removal of broken masonry bricks where and replacement with "new" historic bricks to match existing masonry.
 - (d) Removal of water stains and effloresce from masonry bricks.
 - (e) Removal of existing sign anchoring devices and the sealing of holes.
 - (f) Caulking and waterproofing as required.
- E2.2 Inspection and Testing
- E2.2.1 Routine testing of materials, of proposed mortar mix, and of final Work for compliance with the specifications, will be carried out by the Contract Administrator.
- E2.2.2 If test results show that performance criteria are not met, removal and repair of rejected Work shall be performed at no additional cost to the owner. All Work must be done to the original specification.
- E2.3 Test Panel
- E2.3.1 Before commencement of Work the Contractor shall complete a 1m² test panel demonstrating all aspects of the repair procedure for each type of masonry material specified.
- E2.3.2 The panel shall be located as directed by the Contract Administrator.
- E2.3.3 The completed panel is to be used as the standard reference for acceptance, or rejection, of all repointing Work on the job. Start Work only upon receipt of written approval of the test panel by the Contract Administrator.
- E2.4 Samples

- E2.4.1 Clearly labelled samples of all materials to be used on the job shall be submitted to the Contract Administrator for approval before Work starts.
- E2.4.2 The approved samples shall become the standard materials used on the job. Substitutions shall not be permitted without written approval from the Contract Administrator.
- E2.5 Storage and Handling of Materials
- E2.5.1 Store cementitious materials in accordance with CSA A5. Store aggregates in accordance with CSA A23.
- E2.5.2 All materials are to be kept dry and protected from weather and contamination. Masonry units are to be stacked on pallets.
- E2.5.3 Manufacturer's labels and seals must be intact upon delivery.
- E2.5.4 Any material that has deteriorated or has been contaminated shall not be incorporated into the Work, and must be removed from the site.
- E2.5.5 Store all materials in water-tight containers or in a construction shack.
- E2.6 Environmental Requirements
- E2.6.1 All materials must be kept above 4°C (40°F).
- E2.6.2 No mortar may be placed when the temperature is below 0°C (32°F) and falling. Repointing must not be done at temperatures above 27°C (80°F), or below 4°C (40°F) unless shading and water-misted burlap over new Work is provided.
- E2.7 Protection
- E2.7.1 All methods of enclosure and protection shall be to the approval of the Contract Administrator.
- E2.7.2 Newly laid mortar shall be protected from excessive exposure to rain and full sunlight until the surface is thumb-print hardened.
- E2.7.3 Provide and maintain protection for masonry walls at all times when Work is suspended to prevent water from entering partially repointed masonry.
- E2.7.4 Protection shall consist of non-staining plastic sheets, tarpaulins or burlap, secured to prevent lifting in high winds.
- E2.7.5 Provide protection boards to exposed corners, vulnerable decorative Work and all openings such as doors and windows which may be damaged by construction activities. Maintain protection for the duration of operations. Remove and dispose of protective material as directed by the Contract Administrator.
- E2.7.6 Rainwater leaders, eavestroughs and gutters shall be protected against blockage and damage by wastes and residues before Work begins. Suitable protection must be installed over drains while maintaining normal water flow at all times.
- E2.7.7 Provide protection against the spread of dust, debris and water at or beyond the Work area by suitable enclosures of sheeting and tarpaulins.
- E2.7.8 Prevent the entry of dust and water into the building by sealing all openings.
- E2.7.9 All workmen must be protected from the effects of dusts during cutting-out operations. The Contractor shall ensure that all workers wear adequate, approved protective equipment during these operations and as required at other times.
- E2.7.10 Adequate barricades shall be placed pedestrians and vehicles.

E2.8 Existing Conditions

- E2.8.1 The Contractor shall report to the Contract Administrator in writing all areas of severely deteriorated masonry revealed during the Work, and shall await instruction regarding repair of replacement of masonry units.

E3. PRODUCTS

E3.1 Water

- E3.1.1 Water shall be potable and free from contamination.

E3.2 Cement

- E3.2.1 Cement shall be normal Portland cement.

E3.3 Lime

- E3.3.1 Lime shall be hydrated lime mason's slaked lime conforming to ASTM C207 and CSA A82.42.

E3.4 Replacement Bricks

- E3.4.1 Replacement bricks, which are used to replace historic bricks that can not be reused, shall be "salvaged" brick size and texture of original bricks. Samples shall be approved by the Contract Administrator at the start of the project.

E3.5 Tyndall Stone Veneer

- E3.5.1 Tyndall stone veneer is to be used for the foundation facing of the depressed paraplegic access at the north end of the building. The colour, size and texture shall be approved by the Contract Administrator at the start of the job.

E3.6 Caulking

- E3.6.1 Caulking weatherproof sealants shall be Vulkem 227, a two-part moisture curing gun grade sealance. The colour shall match excising bricks, or mortar, wherever used.

E3.7 Backer Rod

- E3.7.1 Backer rods are to be used as backing for large cracks and openings. They shall be "Stemso" closed cell circular polyethylene, foam. The size widths vary from 7mm to 75mm in 7mm increments.

E3.8 Pigment

- E3.8.1 Pigments shall be dry, powdered, inorganic pigments, such as manufactured by Northern Pigment Ltd., Toronto Ontario.

E3.9 Aggregate

- E3.9.1 The aggregate shall be a well-graded washed sand matching the texture and range of sizes found in the mortar to be matched. The colour of the sand shall be an exact match of the original; a blending of sands may be required where appropriate. The colour of the mortar should ideally be achieved through the sand only. The sand should contain a full range of sizes from fine to quite coarse.

E4. EXECUTION

E4.1 Preparation of Roughage

- E4.1.1 If the Contractor desires, the lime and aggregate may be pre-mixed to produce what is known as roughage of coarse-stuff. The compound may be stored indefinitely if kept from freezing.
- E4.1.2 The sand and lime should be accurately proportioned using measuring boxes constructed to contain the exact volume of each ingredient required to make on batch. These materials are to be thoroughly mixed in a mechanical mixer for about ten minutes, then stored in plastic-lined drums and sealed until required.
- E4.1.3 When required for use the correct portion of gauging cement should be added, and the mix worked up as specified and used immediately.
- E4.1.4 As the strength and colour of even slightly different mixes varies dramatically, accurate portioning is a strict requirement of the specification.
- E4.2 Cement Gauging of Mortars
- E4.2.1 The addition of hydraulic cements to lime and aggregate mixes must be done immediately before the use of the mortar.
- E4.2.2 All mortar must be used within two hours of using; do not retemper mortars after this time has elapsed.
- E4.2.3 All batching is to be done with wooden boxes or plastic pails of known volume, to ensure standardization and conformity of measurement. Shovel measurement of materials is not permitted. Boxes should be of such a size that a batch sufficient for one mixer load is measured out.
- E4.2.4 Initially, mortars should be mixed for five minutes without cement or the addition of water. Careful addition of –a small amount of water should produce a mortar that is just wet enough to hand on a trowel. Excess water creates a shrinkage problem, and water content in excess of 5% will retard carbonation significantly.
- E4.2.5 Cement should be added and mixed for about two minutes before use.
- E4.2.6 The amount of water required should be recorded and added at the start of mixing for future batches. The batch must be mixed a total of at least 10 minutes before using to improve Work ability, increase air entrapment and plasticity, and ensure thorough mixing.
- E4.2.7 All mixing boards and mechanical mixing machines must be cleaned between batches.
- E4.2.8 Strict control must be exercised so that masons refrain from using too wet a mix. The addition of water does improve Work ability but does so at the sacrifice of mechanical strength and the increase in final shrinkage. Mortars must be just damp enough to hang on a trowel. Only water lost through evaporation should be replaced at the mortar-board by the mason; a spray bottle of water is used for this purpose.
- E4.3 Mix Formula
- E4.3.1 The approximate mix formula, for moderately durable brick in moderated exposure, is 1 part cement, 3 parts lime, 10-12 parts aggregate.
- E4.3.2 The approximate mix formula for highly durable stone in moderate exposure is 1 part cement, 1 part lime and 5-6 parts aggregate.
- E4.4 Colouring of Mortars
- E4.4.1 In order to match existing coloured mortar, samples of freshly-broken mortar from the original masonry pointing must be obtained. All matching must be done with unweathered samples of mortar to determine the exact colour used. Final shading to match adjacent weathered mortar can be obtained by using less colourant in many instances. Soiled mortar should not be used as a match, because of the soiled mortar is cleaned at a later

date, any new repairs will show up as dirty. The overall colour of mortars should come from the aggregate, not the binder. As mortars weather, the aggregate is gradually exposed and etched, and becomes the principal element affecting the overall colour.

E4.4.2 A test patty or mortar must be prepared, accurately proportioned to represent the final mix formula and amount of pigment.

E4.4.3 The final colour of the patty must be determined only when it is dry. Accelerated drying of the sample can be accomplished by drying the patty in an oven or over a hot-plate.

E4.4.4 No more than 10% by volume of pigment shall be added to mortars.

E4.4.5 Once proportions are determined, careful control during mixing is vital to ensure quality control. A measuring box should be made to hold the specified amount of pigment for each mortar batch. The exact amount of each pigment to match existing samples must be determined by experiment.

E4.5 Cutting-out of Deteriorated Jointing

E4.5.1 All seriously deteriorated joints are to be cut out to the full height of the joint and to a minimum depth of 25mm or 2% times the width of the joint.

E4.5.2 Seriously deteriorated joints are defined as having: loose or missing mortar, excessively soft mortar, powdery or crumbling mortar, cracks that weaken the bond between units; voids; or badly strained pointing.

E4.5.3 Metal fittings such as nails, brackets, clips and the like should be removed from wall areas as cutting-out proceeds.

E4.5.4 Sound adjacent joints are not to be cut out but left in their present state.

E4.5.5 Areas of jointing previously repointed using a hard cement and sand mix are to be treated as defective jointing and cut out.

E4.5.6 Fine joints (less than 3mm) need not be raked out more than 10mm in order to reduce the danger of chipping of masonry edges. If cutting-out with power saws is necessary, less damage will occur.

E4.6 Method of Cutting-Out

E4.6.1 All cutting-out is to be done by skilled mechanics under the direction of a competent mason experienced in this type of Work. A great deal of damage can be done to masonry in a short period of time by inexperienced workers. Often this

E4.6.2 damage is irreparable, resulting in the loss of historic material. The use of students and untrained labourers for this operation courts disaster.

E4.6.3 All cutting-out of joints is to be done with hammer and chisel, unless otherwise specified herein. (Required approval by Contract Administrator).

E4.6.4 Joints improperly repointed with hard cement mortars may be partially cut out with power saws and grinding wheels under the following conditions:

- (a) All Work is to be done under the direct supervision of the foreman.
- (b) Power equipment may be used only to score one cut in each joint at the centre of the joint the cut width of the joint, and cut to the full depth of the joint required.
- (c) Final cutting-out of the joints is to be made with sharp bolsters, to detach the upper and lower fragments remaining. Do not clean out joints with power equipment. All finish Work is to be done by hand. It is practically impossible to remove hard Portland cement-based mortars from masonry by hand-chiselling, but with care a satisfactory result can be achieved with mechanical cutting equipment as an aid.

- E4.6.5 Great care must be taken so as not to damage masonry units adjacent to joints.
- E4.6.6 When cutting-out is completed in each area all joints are to be brushed clean of debris and the joints blown clean with medium-pressure compressed air.
- E4.7 Loose and Replacement Units
- E4.7.1 Loose masonry units are to be carefully moved and reset in a full bed of mortar. Large units are not to be removed.
- E4.7.2 The unit cavity is to be cleaned out of all loose material and washed with water to remove dust and pre-wet the adjacent material.
- E4.7.3 Units are to be reset in a solidly and evenly filled bed of mortar, notwithstanding current trade practice.
- E4.7.4 Units are to be set true and level matching exactly the existing bond pattern and counting throughout.
- E4.7.5 All joint widths are to match existing Work. Joints are to be squeezed tight slushing of joints is not permitted.
- E4.7.6 Heavy masonry units that are loose are to be wedged tight into position with wooden wedge previously soaked in water, the joints are to be cleaned out and the units repointed on site.
- E4.7.7 Replacement units are to match the original material in size, colour and texture.
- E4.7.8 All masonry repairs must be completed before commencing repainting. Joints in repaired areas are to be raked back 25mm and allowed to set and dry for at least 72 hours to allow shrinkage to take place.
- E4.7.9 In areas where nails and fasteners have been removed, the holes shall be filled with backing rod to within 25mm of the surface. The outer portion of the hole is to be filled with a coloured mortar to match existing colour of the historic brick.
- E4.8 Removal of Effloresce and Water Stains
- E4.8.1 The cleaning of stained brick areas shall be achieved with water, detergent and natural or nylon bristle brushes. More stubborn pollution-and bird dropping stains can be cleaned with steam of a very weak solution of muriatic acid. The cleaning procedure shall be approved by the Contract Administrator.
- E4.9 Backing Rods
- E4.9.1 At locations where there are large cracks or displacements, backing rods are to be used to provide support for the mortar joints. The correct diameter shall be chosen to fit snugly into the crack. The backing rod shall be installed with the proper insertion tool to the correct depth to match the repointing depth. The remainder of the joint shall be filled with mortar and repointed in accordance with 3.10.
- E4.10 Repointing
- E4.10.1 Immediately before repointing operations commence, the area to be pointed is to be thoroughly flushed with water to remove all dust and to wet the surface well until suction is controlled and the surface stays wet.
- E4.10.2 Pointing is to be built up in layers not exceeding 12mm in depth; the bottom layers must be allowed to set before subsequent layers of mortar are applied.
- E4.10.3 After the final layer of mortar has set the joint is to be tooled lightly to give the final required form. Do not overwork the face of the joint. Head joints must be tooled first.

- E4.10.4 All masons are to use identical jointing tools.
- E4.10.5 Joints are to be tooled behind the faces of the masonry units to match the weathered joints.
- E4.10.6 All excess mortar must be removed from the face of the masonry before it sets, and the jointing neatly finished as specified. The joint shall be struck-flush and then flat-jointed.
- (i) Struck-flush – this is formed as the Work proceeds by pressing with the trowel the wet mortar that protrudes beyond the face, flat and flush with the wall. The edges are the neatly trimmed.
 - (ii) Flat-jointed – as above, but with the addition of a semi-circular groove run along the centre of the joint with a finishing tool and sight-edge. Sometimes called grapevine jointing.
- E4.11 Weatherproof Caulking
- E4.11.1 Weatherproof coloured caulking shall be used at the top inside edge of the lintels at the face of the brick to achieve a weather tight seal. If a large crack exists a backing rod is required. All installation must be done in accordance with the supplier's instructions.
- E4.12 Cleaning up
- E4.12.1 Excess mortar shall be immediately removed from adjacent surfaces.
- E4.12.2 As Work proceeds clean all masonry with a fiber-bristle brush or plastic brush. Do not use a metal brush at any time.
- E4.12.3 Wash down the completed sections of wall from top to bottom as the pointing has hardened. Allow three days for the initial hardening of the mortar.