

## THE CITY OF WINNIPEG

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 599-2006** 

**BOILER REPLACEMENT – 65 ELLEN STREET** 

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### **PART B - BIDDING PROCEDURES**

### B1. PROJECT TITLE

B1.1 BOILER REPLACEMENT – 65 ELLEN STREET

### B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, October 18, 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 Contract Administrator or an authorized representative will be available at the Site from 10:30 a.m. to 12:00 noon on October 12, 2006 to provide Bidders access to the Site.
- 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 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.
- B9.1.1 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 provision of all labour, equipment, materials, etc., to remove 2 existing hot water boilers including venting, expansion tank, redundant piping, etc. and furnish and install 2 new Patterson-Kelley Mach condensing factory assembled, low pressure hot water boilers including circulatory pumps (2), expansion tank and new stainless steel venting.

### D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Doug Paley, P. Eng. Mechanical/Electrical Engineer Planning, Property and Development Department 3<sup>rd</sup> Floor – 65 Garry Street Winnipeg, Manitoba R3C 4K4 Telephone No. (204) 986-2256

Facsimile No. (204) 947-2284

D3.2 At the pre-construction meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

### D4. CONTRACTOR'S SUPERVISOR

D4.1 At the pre-construction meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

### D5. NOTICES

- D5.1 Except as provided for in GC:23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3, D5.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.
- D5.3 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg Chief Administrative Officer Secretariat Administration Building, 3rd Floor 510 Main Street Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-1174

D5.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

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

Facsimile No.: (204) 947-9155

### SUBMISSIONS

### D6. INSURANCE

- D6.1 The Contractor shall provide and maintain the following insurance coverage:
  - (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
  - (b) 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.

- D6.3.1 The certificate of insurance for the commercial general liability insurance must clearly state "operations to include demolition work".
- 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.

### SCHEDULE OF WORK

### D8. COMMENCEMENT

- D8.1 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.
- D8.2 The Contractor shall not commence any Work on the Site until:
  - (a) the Contract Administrator has confirmed receipt and approval of:
    - 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; and
    - (iv) the performance security specified in D7.
  - (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.
- D8.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

### D9. SUBSTANTIAL PERFORMANCE

- D9.1 The Contractor shall achieve Substantial Performance within twenty-five (25) consecutive Working Days of the commencement of the Work as specified in D8.
- D9.2 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.
- D9.3 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.

### D10. TOTAL PERFORMANCE

- D10.1 The Contractor shall achieve Total Performance within thirty-five (35) consecutive Working Days of the commencement of the Work as specified in D8.
- 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 Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City one-hundred dollars (\$100.00) per Calendar Day for each and every Calendar Day following the day fixed herein for Substantial 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 Substantial 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. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D12.1 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

### D13. WARRANTY

D13.1 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 section 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 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:

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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\_\_\_\_ , 20\_\_\_\_ .

SIGNED AND SEALED in the presence of:

(Witness)

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

#### 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. 599-2006

BOILER REPLACEMENT - 65 ELLEN STREET

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

(Name of Contractor)

(Address of Contractor)

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

Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per:

(Authorized Signing Officer)

Per:

(Authorized Signing Officer)

### PART E - SPECIFICATIONS

### GENERAL

### E1. APPLICABLE SPECIFICATIONS, STANDARD DETAILS AND DRAWINGS

- E1.1 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.1.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at http://www.winnipeg.ca/matmgt.
- E1.1.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.1.3 Further to GC:2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.2 The following Drawings are applicable to the Work:
- Drawing No. Drawing Name/Title
- M1 Mechanical Room Floor Plan Mechanical Demolition & Renovation

### PART 1 GENERAL

### 1.1 **SCOPE**

.1 The Work to be performed consists of providing all labor, equipment, materials,etc. to furnish and install new Patterson-Kelley Mach condensing factory assembled, low pressure hot water boilers as described in the specifications herein and on the drawing. Also included in the Work is the removal of the two existing boilers including existing venting, expansion tank, redundant piping, etc.

### 1.2 **REFERENCES**

- .1 ASME Section IV (Heating Boilers)
- .2 ANSI Z21.13 / CSA 4.9 (Gas Fired Low Pressure Boilers)
- .3 NFPA 54 (ANSI Z221.3) National Fuel Gas Code
- .4 FACTORY MUTUAL
- .5 ASME CSD-1 (Controls and Safety Devices)

(Note: All in accordance with latest revisions)

### 1.3 QUALITY ASSURANCE

- .1 The equipment shall, as a minimum, be in strict compliance with the requirements of this specification along with the drawing and shall be the manufacturer's standard commercial product unless specified otherwise. Additional equipment features, details, accessories, appurtenances, etc. which are not specifically identified but which are a part of the manufacturer's standard commercial product, shall be included in the equipment being furnished.
- .2 The equipment shall be of the type, design, and size that the manufacturer currently offers for sale and appears in the manufacturer's current catalogue.
- .3 The equipment must fit within the allocated space, leaving ample allowance, as may be required by local or provincial codes, for maintenance and cleaning, and must leave suitable space for easy removal of all equipment appurtenances.
- .4 The equipment shall be new and fabricated from new materials. The equipment shall be free from defects in materials and workmanship.
- .5 All units of the same classification shall be identical to the extent necessary to insure interchangeability of parts, assemblies, accessories, and spare parts wherever possible.
- .6 In order to provide unit responsibility for the specified capacities, efficiencies, and performance, the boiler manufacturer shall certify in writing that the equipment being submitted shall perform as specified. The boiler manufacturer shall be responsible for guaranteeing that the boiler provides the performance as specified herein.

### 1.4 SUBMITTALS

- .1 The Contractor shall submit, in a timely manner, all submittals for approval by the Contract Administrator. Under no circumstances shall the Contractor install any materials until the Contract Administrator has made final approval on the submittals.
- .2 The Contract Administrator shall review, stamp and sign submittals. Work may proceed and equipment released for fabrication after Contractor receives returned submittals which have been approved.

- .3 Shop Drawings Shop drawings shall be submitted to the Contract Administrator for approval and shall consist of:
  - .1 General assembly drawing of the boiler including product description, model number, dimensions, clearances, weights, service sizes, etc.
  - .2 Schematic flow diagram of gas valve trains.
  - .3 Schematic wiring diagram of boiler control system. Schematic wiring diagram shall be ladder-type showing all components, interlocks, etc. Schematic wiring diagram shall clearly identify factory wiring and field wiring.
- .4 Installation Instructions: Manufacturer's printed instructions for installation shall be submitted to the Contract Administrator for approval.
- .5 Boiler Inspector's Certifications: As specified hereinafter, shall be submitted in writing prior to final acceptance by the Contract Administrator.
- .6 Factory Test Reports: Factory test reports, as specified hereinafter, shall be submitted prior to final acceptance by the Contract Administrator.
- .7 Field Test Reports: Field test reports, as specified hereinafter, shall be submitted prior to final acceptance by the Contract Administrator.
- .8 Operation and Maintenance Manuals: Manufacturer's printed operation and maintenance manuals shall be submitted prior to final acceptance by the Contract Administrator. Operation and maintenance manuals shall contain shop drawings, product data, operating instructions, cleaning procedures, replacement parts list, maintenance and repair data, complete parts list, etc.
- .9 Manufacturer's Warranties: Manufacturer's printed warranties, as specified hereinafter, shall be submitted prior to final acceptance by the Contract Administrator.
- .10 Manufacturer's Field Service: Manufacturer's printed field service procedures shall be submitted prior to final acceptance by the Contract Administrator. Field service procedures shall include the name of boiler manufacturer's field service manager and phone number of boiler manufacturer's field service department.

### 1.5 **CERTIFICATIONS**

- .1 Manufacturer's Certification: The boiler manufacturer shall certify the following:
  - .1 The products and systems furnished are in strict compliance with the specifications.
  - .2 The boiler, burner and other associated mechanical and electrical equipment have all been properly coordinated and integrated to provide a complete and operable boiler.
  - .3 ASME certification.
  - .4 CSA (AGA/CGA) certification.

- .5 The specified factory tests have been satisfactorily performed.
- .6 The equipment furnished contains inter-changeable parts with the specified equipment so that all major equipment parts can be obtained from the specified manufacturer.
- .2 Contractor's Certification: The Contractor shall certify the following:
  - .1 The products and systems installed are in strict compliance with the specifications and all applicable codes.
  - .2 The specified field tests have been satisfactorily performed.
  - .3 The equipment furnished contains inter-changeable parts with the specified equipment so that all major equipment parts can be obtained from the specified manufacturer.

### 1.6 DELIVERY, STORAGE, AND HANDLING

- .1 The Contractor shall be responsible for the timely delivery of the equipment to the jobsite. The Contractor shall be responsible for unloading and rigging of the equipment. The Contractor shall be responsible for protecting the equipment from the weather, humidity and temperature conditions, dirt, dust, other contaminants, as well as jobsite conditions during construction.
- .2 Equipment shall be unloaded, handled, and stored in accordance with the manufacturer's handling and storage instructions.

### PART 2 PRODUCTS

### 2.1 GENERAL

- .1 Furnish and install two Mach C-1050 factory "packaged" low pressure hot water boilers as manufactured by Patterson-Kelley Co. Each factory "packaged" boiler shall be complete with all components, accessories and appurtenances necessary for a complete and operable boiler as hereinafter specified. Each unit shall be furnished factory assembled with required wiring and piping as a self-contained unit. Each unit shall be readily transported and ready for installation.
- .2 Each factory "packaged" boiler, including pressure vessel, trim, valve trains, burner, control system, and all related components, accessories and appurtenances as herein specified shall all be assembled and furnished by the boiler manufacturer. The boiler manufacturer shall provide unit responsibility for the engineering, coordination, workmanship, performance, warranties, and all field services for each factory "packaged" boiler as specified herein. The boiler manufacturer shall be fully responsible for all components assembled and furnished by him whether or not they are of his own manufacture.

### 2.2 **PERFORMANCE CRITERIA**

- .1 The minimum capacity of each boiler shall have an input of 1,050,000 btu's per hour at sealevel conditions. Each boiler shall be capable of operating continuously at rated capacity while maintaining a CSA certified efficiency of not less than 94 %. Each boiler shall be capable of operating with a minimum outlet water temperature of 68° F.
- .2 Boiler shall comply with ASME Section IV for 50 psig (max 200° F)
- .3 Boiler relief valve setting shall be 50psig.
- .4 Boiler outlet water temperature shall be a <u>maximum of 200° F</u>.
- .5 Boiler design water flow rate shall not exceed 105 US g.p.m.

- .6 Fuel shall be natural gas with an assumed higher heating value of 1,030 Btu/Cu Ft and an assumed specific gravity of 0.60 (relative to air). Natural gas shall be supplied at a pressure of no less than 3.5" w.c. to the inlet gas valve. Maximum inlet gas pressure shall not exceed 14" w.c.
- .7 Ambient air temperature shall be assumed to range from  $50^{\circ}$ F to  $90^{\circ}$ F with an average of  $70^{\circ}$ F.
- .8 Actual elevation is 600 ft above sea-level.
- .9 Power voltage shall be 120 vac, 1-phase, 60 hertz. Control voltage shall be 24 vac (transformer to be supplied by boiler manufacturer).

### 2.3 BOILER DESIGN

- .1 Each hot water boiler shall consist of a horizontal, cast aluminum heat exchanger complete with trim, valve trains, burner, and boiler control system. The boiler manufacturer shall fully coordinate the boiler as to the interaction of its elements with the burner and the boiler control system in order to provide the required capacities, efficiencies, and performance as specified.
- .2 Each boiler heat exchanger shall be cast aluminum, counter-flow design for maximum heat transfer with the multiple sections arranged in a reverse return configuration to assure balanced flow through each section
- .3 Contractor must, when filling the system, verify that the pH level is maintained between <u>6.0</u> and 8.5.

Glycol and other additives must be approved by the glycol manufacturer for use in aluminum boilers and verify that the pH level is maintained between <u>6.0 and 8.5.</u>

- .4 All boiler pressure parts shall be constructed in accordance with the latest revision of the ASME Boiler and Pressure Vessel Code, Section IV, and shall be so stamped.
- .5 Boiler heat exchanger headers shall be fabricated steel and be completely removable for inspection. Seals shall be EPDM, rated for 400 deg F service. Push nipples or gaskets between the sections are not permitted.
- .6 Boiler shall be enclosed with a single wall outer casing. It shall be fabricated from a minimum 16 gauge carbon steel. The front and top wall shall be secured in place with ¼ -20 NC bolts (sheet metal screws are not acceptable).The complete outer casing shall be finished, inside and out, with a powder coat finish. The composite structure of the boiler combustion chamber, insulating air gap and outer casing shall be of such thickness and materials to assure an outer casing temperature of not more than 50°F above ambient temperature when the boiler is operated at full rated load.
- .7 An observation port shall be located on the boiler to allow for observation of the burner flame.
- .8 A flue gas outlet shall be located on the rear of the boiler. Boiler to be certified for installation with Category IV venting (stack) as defined in NFPA 54 (ANSI Z221), latest edition. Contractor must provide venting (stack) certified for installation on a Category IV appliance.

### 2.4 BOILER CONNECTIONS

.1 Each boiler shall be provided with all necessary inlet and outlet connections.

### 2.5 **BOILER TRIM**

- .1 Each boiler shall be provided with all necessary trim. Boiler trim shall be as follows:
  - .1 Safety relief valve shall be provided in compliance with the ASME code. Contractor to pipe to acceptable drain.
  - .2 Water pressure-temperature gauge.
  - .3 Primary low water flow fuel cutoff (probe type with manual reset).
  - .4 High limit water temperature controller to stop burner operation at excess water temperature (shall be manual reset).
  - .5 Operating temperature control to control the sequential operation of the burner.
  - .6 Separate inlet and outlet water temperature sensors capable of monitoring flow
  - .7 Exhaust temperature sensor
  - h. <u>The mechanical low water cut off shall be supplied by the Contractor.</u>

### 2.6 BOILER FUEL BURNING SYSTEM

- .1 The boiler manufacturer shall furnish each boiler with an integral, power type, straight gas, fully automatic fuel burner. The fuel burner shall be an assembly of gas burner, combustion air blower, valve train, and ignition system. The burner manufacturer shall fully coordinate the burner as to the interaction of its elements with the boiler heat exchanger and the boiler control system in order to provide the required capacities, efficiencies, and performance as specified.
- .2 Each burner shall be provided with an integral gas firing combustion head.
- .3 Each burner shall provide adequate turbulence and mixing to achieve proper combustion without producing smoke or producing combustibles in the flue gases.
- .4 Each boiler shall be provided with an integral variable speed power blower to premix combustion air and fuel within the blower. The combustion air blower shall have sufficient capacity at the rated firing rate to provide air for stoichiometric combustion plus the necessary excess air. Static and total pressure capability shall comply with the requirements of the boiler. The blower shall be a maximum of 300 watts and operate at 6000 RPM maximum without undue vibration and noise and shall be designed and constructed for exposure to temperatures normal to its location on the boiler. The operating fan speed will be tachometer sensed and be capable of being displayed at the LED display.
- .5 Each burner shall of the down-fired type and constructed of steel with a stainless steel inner and stainless steel mesh outer screen.
- .6 Each boiler shall be provided with a "Full Modulating" firing control system whereby the firing rate is infinitely proportional at any firing rate between 20% and 100% as determined by the pulse width modulation input control signal. Both fuel input and air input must be sequenced in unison to the appropriate firing rate without the use of mechanical linkage.
- .7 The Micro Processor shall use a Proportional Integral Algorithm to determine the firing rate. The control must have the following capabilities:
  - .1 Maintain single set point
  - .2 Reset the set point based on outdoor air temperature.
  - .3 Boiler shutdown based on outdoor air temperature
  - .4 Internal dual set point program with an external switchover. (e.g. night setback w/external clock, supplied by others)
  - .5 Alarm relay for any for any manual reset alarm function.
  - .6 Programmable Low Fire Delay to prevent short cycling based on a time and temperature factor for release to modulation.

- .7 LED Display showing current supply and return temperatures, current set points as well as differential set points. It must also display any fault codes whether automatically reset or manually reset.
- .8 Local Manual Operation.
- .9 Remote Control System (Building Management / Sequencer Control) The boiler control shall be capable of accepting a 0-10vdc remote external analog signal to control the firing rate
- .10 Computer (PC) interface for programming and monitoring all functions

### 2.7 MAIN GAS VALVE TRAIN

- .1 Each boiler shall be provided with an integral main gas valve train. The main gas valve trains shall be factory assembled, piped, and wired. Each gas valve train shall include at least the following:
  - .1 One (1) manual shutoff valve (gas train inlet connection).
  - .2 Two (2) safety shutoff valves. Valves equipped with dual solenoids that can independently energized for leak testing.
  - .3 Air Gas ratio control (maximum inlet pressure 14" w.c.)
  - .4 One (1) low gas pressure switch (manual reset).
  - .5 One (1) high gas pressure switch (manual reset).
  - .6 Two (2) pressure test ports

### 2.8 **IGNITION SYSTEM**

.1 Each boiler shall be equipped for direct spark ignition

### 2.9 COMBUSTION AIR CONTROL SYSTEM

- .1 Each boiler shall be provided with an integral combustion air control system. The combustion air system shall be factory assembled. Each combustion air control system shall include at least the following:
  - .1 The primary control shall vary the speed of the blower based on load demand. The blower shall apply a varying negative pressure on the gas valve which will open or close to maintain zero pressure at the valve orifice, thereby increasing or decreasing the firing rate. Both the air and gas shall be premixed in the blower.
  - .2 One (1) low airflow differential pressure switch to insure that combustion air is supplied.
  - .3 High exhaust back pressure switch

### 2.10 BURNER CONTROL SYSTEM

- .1 The control system shall be supplied with a 24 vac transformer (120 vac, single phase, 60 hertz primary). The 120/1/60 power supply to each boiler shall be protected by a 15 Amp circuit breaker located in the MCC (supplied by Contractor).
- .2 The boiler must include an electric spark ignition system. Main flame shall be monitored and controlled by flame rod (rectification) system.
- .3 Each boiler shall be provided with all necessary controls, all necessary programming sequences, and all safety interlocks. Each boiler control system shall be properly interlocked with all safeties.

.4 Each boiler control system shall provide timed sequence pre-ignition air purge of boiler combustion chamber. The combustion airflow sensor shall monitor and prove the airflow purge.

### 2.11 BOILER CONTROL PANEL

- .1 The boiler manufacturer shall provide each boiler with an integral factory prewired control panel. The control panel shall contain at least the following components, all prewired to a numbered terminal strip:
  - .1 One (1) burner "on-off" switch.
  - .2 One (1) electronic combination temperature control, flame safeguard and system control.
  - .3 Control circuit breaker, 5 amp
  - .4 All necessary control switches, pushbuttons, relays, timers, terminal strips, etc.
  - .5 LED Display Panel to adjust set points and control operating parameters. LED display to indicate burner sequence, all service codes (0-65), fanspeed, boiler set point, sensor values such as inlet, outlet, flue gas and outdoor air.

### 2.12 BOILER CONTROL

- .1 The two Mach boilers shall be controlled as follows:
  - .1 B-1 This boiler shall be the primary/lead boiler. When the outside air temperature is below 70 degrees F, as sensed by the supplied outdoor air sensor, the unit shall begin to fire with the boiler outlet water set point at 80 degrees F. As the outdoor air temperature drops the boiler burner shall modulate up until a supply water temperature of 180 degrees F is reached at 20 degrees F. This schedule is to be programmed into the boiler control.
  - .2 B-2 This boiler shall be the lag boiler. The boiler shall be locked out by a separate outdoor air thermostat until the outdoor temperature falls to 20 degrees F. At this point the boiler shall fire and the burner shall modulate to maintain a supply water temperature of 180 degrees F as sensed by the on board control.

### 2.13 FACTORY TESTING - HYDROSTATIC

.1 Each factory "packaged" boiler shall be hydrostatically tested and bear the ASME "H" stamp.

### 2.14 **FACTORY TESTING - FIRE TESTING**

.1 Each factory "packaged" boiler shall be fire tested. The boiler manufacturer shall perform this fire test under simulated operating conditions, with the boiler attached to a working chimney system and with water circulating through the boiler. The manufacturer shall provide a fire test report, including fuel and air settings and combustion test results permanently affixed to the boiler.

### 2.15 WARRANTIES

.1 The boiler manufacturer shall warrant each boiler, including boiler, trim, boiler control system, and all related components, accessories, and appurtenances against defects in workmanship and material for a period of twelve (12) months from date of start-up. Heat exchanger and fuel burner shall be warranted for a period of five (5) years from date of start-up.

### PART 3 EXECUTION

### 3.1 GENERAL

.1 The installation shall be provided by the Contractor in accordance with the requirements of the codes specified hereinbefore. All of the Contractor's work shall be performed in a workmanlike manner, by experienced workmen previously engaged in boiler plant construction and shall be under the supervision of a qualified installation supervisor.

### 3.2 INSTALLATION

- .1 Install equipment in strict compliance with manufacturer's installation instructions.
- .2 Install equipment in strict compliance with all codes and applicable NFPA standards.
- .3 Maintain manufacturer's recommended clearances around sides and over top of equipment.
- .4 Install components that were removed from equipment for shipping purposes.
- .5 Install components that were furnished loose with equipment for field installation.
- .6 Provide all electrical control and power interconnect wiring.
- .7 Provide all fuel gas vent and service piping.
- .8 Provide all piping for boiler pipe connections.
- .9 Contractor must, when filling the system, verify that the pH level is maintained <u>between 6.0</u> and 8.5.

Contractor must verify that glycol and other additives must be approved by the glycol manufacturer for use in aluminum boilers and verify that the pH level is maintained between <u>6.0 and 8.5</u>.

.10 The venting for this boiler shall be <u>Category Four</u> and must use AL29-4C and shall be sized by chimney supplier for a maximum of 0.22" W.C. total frictional resistance in the stack with a stack temperature of 210 degrees F. and a CO2 level of 9%.

### 3.3 FIELD TESTING

- .1 The boiler manufacturer, or his authorized representative, shall test all boiler and burner interlocks, actuators, valves, controllers, gauges, thermometers, pilot lights, switches, etc. Any malfunctioning component shall be replaced.
- .2 All adjustments to boiler, burner, and boiler control system shall be performed by the boiler manufacturer or his authorized representative.

### 3.4 START-UP, INSTRUCTION AND WARRANTY SERVICE

.1 The boiler manufacturer or his authorized representative shall provide a one day start-up and instruction, including burner and boiler control system.