



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**246-2007 BID OPPORTUNITY**

**ROOF REPLACEMENT AT OLD EX ARENA – 80 SINCLAIR STREET**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 ROOF REPLACEMENT AT OLD EX ARENA – 80 SINCLAIR STREET

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 3, 2007.

B2.2 Bids 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 C3.1, the Contract Administrator or an authorized representative will be available at the Site from 10 to 10:30 on March 27, 2007 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.
- B5.2.3 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 may 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 COMPONENTS**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices;
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B7.4.1 Samples or other components of the Bid 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.
- B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B7.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Bids 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.
- B8.3 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.4 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.
- B8.5 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.

B8.5.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B8.5.2 All signatures should be witnessed, except where a corporate seal has been affixed.

B8.6 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 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.

## **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; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations 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>).

B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);

B10.4 Further to B10.3(c), the Bidder shall, within three (3) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractors has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or

- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template 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>.)

B10.5 The Bidder shall 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.

B10.6 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 Bids 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 Following the submission deadline, the names of the Bidders and their Total Bid Prices (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 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 C23.3, 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.

B13.2 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;



- (b) open the Bid 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 B13.2(b), declare the Bid withdrawn.

B13.3 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 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 or minor informalities or irregularities, 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 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.

B15.3 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.

B15.4 Subject to B15.2, 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.

- B15.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B15.5 Notwithstanding C4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B15.6 The Contract, as defined in C1.1, 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**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* 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>.
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

D1.1 In addition to the *General Conditions for Construction*, these Supplemental Conditions are applicable to the Work of the Contract.

#### **D2. SCOPE OF WORK**

D2.1 The Work to be done under the Contract shall consist of Roof Replacement at Old Ex Arena – 80 Sinclair Street as per specifications. Work will be coordinated with the arena activities.

#### **D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is:

Norm Carrothers  
Contracts Officer  
Main Floor, 100 Main Street  
Telephone No. (204) 794-4400  
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 C23.2.2, 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 following address or facsimile number:

The City of Winnipeg  
Chief Administrative Officer Secretariat  
Attn: Chief Administrative Officer  
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  
Attn: City Solicitor  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1  
Facsimile No.: (204) 947-9155

## **SUBMISSIONS**

### **D6. AUTHORITY TO CARRY ON BUSINESS**

- D6.1 The Contractor shall 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, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D7. SAFE WORK PLAN**

- D7.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D7.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which 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>.

### **D8. INSURANCE**

- D8.1 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) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
  - (b) automobile liability insurance for 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;
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.
- D8.4 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.

## **D9. PERFORMANCE SECURITY**

- D9.1 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.
- D9.1.1 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.
- D9.2 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.

## **D10. SUBCONTRACTOR LIST**

- D10.1 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**

### **D11. COMMENCEMENT**

- D11.1 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.
- D11.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D6;
    - (ii) evidence of the workers compensation coverage specified in C6.15;
    - (iii) the Safe Work Plan specified in D7;
    - (iv) evidence of the insurance specified in D8;
    - (v) the performance security specified in D9;
    - (vi) the Subcontractor list specified in D10; and
  - (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.

### **D12. SUBSTANTIAL PERFORMANCE**

- D12.1 The Contractor shall achieve Substantial Performance within thirty (30) consecutive Working Days of the commencement of the Work as specified in D11.
- D12.2 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.

- D12.3 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.

### **D13. TOTAL PERFORMANCE**

- D13.1 The Contractor shall achieve Total Performance within forty (40) consecutive Working Days of the commencement of the Work as specified in D11.

- D13.2 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.

- D13.3 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.

### **D14. LIQUIDATED DAMAGES**

- D14.1 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 Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.

- D14.2 The amount specified for liquidated damages in D14.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.

- D14.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

- D14.1 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.

- D14.2 The amount specified for liquidated damages in D14.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.

- D14.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

### **CONTROL OF WORK**

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

- D15.1 Further to C6.24, 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**

### **D16. WARRANTY**

- D16.1 The Contractor warrants that the Work will be free of any and all defects or deficiencies for a period of one (1) year from the date of Total Performance, except that the warranty periods shall be longer where specified in the Specifications.
- D16.2 Upon notification by the Contract Administrator, the Contractor shall at his/her sole cost and expense, remedy any defect or deficiency identified by the Contract Administrator during the warranty period and any damage that may arise or result from the defect or deficiency or as a result of the correction of same.
- D16.3 Notwithstanding D16.1 and D16.2 above, if any statute in force in the Province of Manitoba or in the jurisdiction where materials were manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty that is more extensive in its nature, then the provisions of such statute or manufacturer's warranty shall apply.
- D16.4 At least two (2) weeks prior to the expiration of the Warranty or upon correction of defects and deficiencies, whichever is later, the Contractor shall arrange, attend and assist in the acceptance inspection of the Work. The Contract Administrator shall, on being satisfied that all outstanding defects and deficiencies in the Work have been corrected, issue a Certificate of Acceptance for the Work to be dated not earlier than one (1) year after the date of the Certificate of Total Performance, or the date that the Contractor corrects the final defects and deficiencies, which is the later, thereby terminating the Warranty Period. The Certificate of Acceptance will indicate acceptance of the due performance of the Contract.
- D16.5 In the event that all outstanding defects and deficiencies have not been corrected to the satisfaction of the Contract Administrator at least one (1) week prior to expiration of the Warranty Period, then the Contractor shall be required to provide and maintain, at his sole cost and expense, an extension of the Performance Bond for a further one (1) year term with regard to those items of Work that have been identified by the Contract Administrator as still being defective and/or deficient. Failure to do so may result in the City realizing on the Performance Security.



**FORM H1: PERFORMANCE BOND**  
(See D9)

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. 246-2007

ROOF REPLACEMENT AT OLD EX ARENA – 80 SINCLAIR STREET

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 D9)

\_\_\_\_\_  
(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. 246-2007

ROOF REPLACEMENT AT OLD EX ARENA – 80 SINCLAIR 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 AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *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>.
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
	Table of Contents

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
R-1	Roof plan
D-1	Details

#### E2. MATERIALS

- E2.1 DIMENSIONAL LUMBER  
This shall be construction grade spruce of the dimensions as outlined under the Description of Work.
- E2.2 PLYWOOD SHEATHING  
This shall be 1/2" construction grade spruce plywood.
- E2.3 DRYWALL SHEATHING  
This shall be 1/2" fire rated type x drywall.
- E2.4 INSULATION FASTENERS  
These are to be #12 Insul-Fix screws and 3" galvanized plates as manufactured by SFS Stadler or as manufactured by Deck Fast.
- E2.5 VAPOUR BARRIER  
This shall be 1 ply Soprema Elastophene Flam 2.2.
- E2.6 ROOFING INSULATION  
Expanded Polystyrene Type II with a minimum slope of
- (a) 1/4" per foot and a minimum thickness of 2". This shall be as manufactured by Plastifab Ltd. or AMC Insulation Corp. Slopes are to be as per the attached Drawings.
  - (b) 1 1/2" Soprema Colgrip A polyisocyanurate insulation with acrylic facer. Paper facers will not be accepted.
- E2.7 POURABLE SEALER  
This is to be Sonolastic SL 2 2 part self leveling pourable polyurethane as manufactured by Sonneborn and Distributed by Brock White. This is to be used to fill all pitch boxes or as

otherwise specified. Any surfaces to come in contact with the sealer is to be first coated with Sonneborn Primer 733

**E2.8 MODIFIED BITUMEN MEMBRANE**

This shall be the following:

**Membrane:**

Soprema Colvent 810 self adhering base sheet membrane with a Soprema Colvent 860 cap sheet (heavy traffic).

**Stripping:**

Soprema Sopraflash Flam Stick self adhering base sheet with a Sopralene Flam 180 Gr. cap sheet.

**E2.9 MODIFIED PRIMER**

Soprema Elastocol 500 primer for use with the Soprema torch grade membrane and Elastocol Stick for use with the self adhesive membranes.

**E2.10 RUBBERIZED MASTIC**

This shall be Polyroof as manufactured by Tremco Ltd. All exposed rubberized asphalt shall be coated with aluminum paint.

**E2.11 CAULKING**

This shall be Tremco Dymonic FC.

**E2.12 ALUMINUM PAINT**

This shall be Tremco Double Duty.

**E2.13 ROOF DRAINS**

These shall be U-Flow Hercules - A (aluminum strainer dome) drains as supplied by Beacon Roofing Supply Ltd. Size is to match existing plumbing. If the existing drains being replaced are control flow, then the same manufacturers control flow inserts are to be installed. In the case of inverted roof assemblies the stainless steel ballast guard screen is to be installed.

**E2.14 VENT STACK FLASHING**

These shall be Insulated Stack Jack Flashings (with metal cap not neoprene seal) SJ-20 as manufactured by Thaler.

**E2.15 METAL FLASHING**

The base and cap flashing shall be a minimum of 24 gauge in thickness. Metal is to be prefinished and is to be chosen from the standard in stock range of Stelco 8000 series of colors.

**E2.16 SIDING**

This shall be 24 gauge AWR Grade 33 as Manufactured by Behlen Industries. Metal is to be prefinished and is to be chosen from the standard in stock range of Stelco 8000 series of colors.

**E2.17 ACCESSORIES**

All nails, bolts, screws and other fasteners etc. shall all be as recommended by the manufacturer of the materials for which they are to be used.

**E2.18 SPLASH PADS**

Splash Pads shall be 51" natural # 45-41001 as manufactured by Barkman Concrete LTD.

**E2.19 GAS LINE SUPPORTS**

These shall be C-Port CX series rubber gas line sleepers with a proper size base for to provide proper bearing on the new roofing.

**E3. ROOFING PROCEDURES  
(BUILT UP ROOFING)**

- E3.1 Protect all new Work and the existing building and its contents against inclement weather. Supply and install equipment and enclosures necessary to provide this protection from beginning to completion of the Work.
- E3.2 Do not apply any roofing whatsoever during any inclement weather including when the temperature or wind-chill may fall lower than fifteen degrees below Celsius.
- E3.3 Do not expose roofing materials, vulnerable to water or sun damage, in quantities greater than can be weatherproofed in one day. Use only clean and dry materials and apply only during weather that will not introduce moisture into the roof system. This would include days of excessively high relative humidity. Undertake only that amount of roofing that can be completed as specified in the same day or prior to inclement weather forcing a shutdown of the operations.
- E3.4 Apply roofing over clean and dry surfaces and in accordance to C.R.C.A. and /or manufacturers guidelines and as amended herein.
- E3.5 All materials on the roof shall be stored in such a manner as to prevent blow-offs during high winds.
- E3.6 Should the roofing operations be terminated during the day for unforeseen circumstances all exposed vapor barrier, felts or drywall MUST be fully glaze coated with bitumen prior to leaving the Site that day.
- E3.7 Protect the surrounding surfaces against damage from the roofing operations. Where hoisting is necessary protect the buildings by hanging tarpaulins. Should equipment be parked on the surrounding lawn, it shall be protected with 3/4" plywood. Materials nor debris shall be stored or stock piled on adjoining roof areas that are not being replaced.
- E3.8 Provide protection for the public using walkways, grounds, entrances, etc., by using proper warning signs, hoarding, shelters, or barricades as agreed to by the Contract Administrator.
- E3.9 Where Work must or will continue over the finished roofing membrane, the Contractor will protect it with plywood sheathing.
- E3.10 Removal of (opening up) existing roof membrane shall be done only after consultation with and agreement by the Contract Administrator. Remove only that portion that can be fully completed as specified within the same day work period.
- E3.11 Employ qualified mechanical tradesmen to disconnect existing roof top units and to move the units to allow complete installation of roofing membrane, insulation and vapor barrier as specified herein. The Contractor shall be responsible for any required alterations, such as extending ducts or electrical, as is required to properly reconnect of the units. The Contractor shall be held responsible for any damage to mechanical units from the roofing operations. Contact Contract Administrator prior to any disconnection's.
- E3.12 Notify Contract Administrator and ensure he has proper time to appear on Site during application period. Failure to do so may result in the total rejection of all Work completed prior to notifying the Contract Administrator.
- E3.13 Inspect all roof decking prior to installation of roofing system and report all defects or unsuitable conditions to the Contract Administrator and correct deficiencies as directed.
- E3.14 The Site shall be inspected prior to commencement of Work to ensure no current anomalies are present such as lawn damage, asphalt on walls, broken windows. etc. All anomalies shall be reported to the Contract Administrator . They shall then be recorded and photographed by both parties at that time. Should no anomalies be reported prior to Work commencing it shall be assumed that none existed prior to commencement.
- E3.15 Use only equipment in good working order including all thermometers and gauges. Locate equipment as instructed by the Contract Administrator. Maintain continuous supervision while kettles in operation.



E3.16 All applicable safety regulations as indicated by Manitoba Health and Safety must be strictly followed at all times.

**E4. DESCRIPTION OF WORK**

**ROOF AREAS A1, B1, C1 & D1**

E4.1 The existing sheet metal flashing are to be removed and discarded from site to an authorized grounds.

E4.2 Remove and discard all existing perimeter blocking from roof areas B1, C1 and D1. This is to include the existing lumber fascia.

E4.3 The existing roof assembly including perimeter blocking is to be removed to the deck and discarded from site to an authorized grounds.

E4.4 ALL loose vapor barrier is to be scraped from the deck and also discarded as above. The roof deck is to then be swept clean of all dirt and debris.

E4.5 Install the 1/2" drywall (areas A1, B1 & C1) using 24 deck screws per 4' x 8' sheet. Install a 6" width of 1/2" plywood under all new sleepers, parapets and dividers.

E4.6 1/2" plywood is to be installed instead of drywall on roof area D1. Plywood on that area is to be secured in place with a minimum of 3 rows of 8 screws per 4' x 8' sheet. The screws are to be a minimum of 1 1/2" #8 deck screws. (Area D1 is to remain uninsulated)

E4.7 Install 1/2" plywood up the base of the adjoining high walls. The plywood is to extend 12" above the top of the new insulation.

E4.8 Self adhering aluminum foil tape is to be installed on all joints of the drywall prior to the installation of the torch applied vapour barrier.

E4.9 Torch adhere the vapour barrier to the drywall substrate. Install the specified membrane stripping up all adjoining high walls, curbs and high walls. Carry high enough up to allow the base sheet membrane stripping to tie into it.

E4.10 If there is exposed conduit on top of the low ribs in the steel deck 18 gauge sheet metal cover plates are to be fabricated and installed to cover the conduit. In the case of wood deck and steel deck any conduit on top are to be covered with 18 ga. hat bars.

E4.11 All plumbing vents are to be extended at this time. Existing cast hubs are to be removed (as required) and the appropriate length black ABS extensions securely clamped to the existing plumbing using Fernco couplers. If required, the existing decking can be removed for a small area around the riser to allow access to reconnect the new riser. Half inch plywood sheeting can then be installed in that location in lieu of drywall sheeting.

E4.12 Install new roof control joints in the locations indicated on the roof plan. Control joints are to be constructed from 2x6 framing with 1/2" spruce plywood on either side. Stud spacing is to be no greater than 24". The cavities are to be filled with batt insulation. The control joints shall be securely fastened in place with 4" Dekfast screws spaced 24" on center.

E4.13 New parapets are to be constructed (areas B1, C1 and D1) using 2x6 studs and plates with 1/2" plywood on both sides. The pony wall is to be fully insulated with batt insulation. The vapor barrier is to extend to the outside edge of the building. The parapets shall be securely fastened in place with 3" # 12 wood screws at 16" on center. The new parapets are to be installed flush with the outside face of the existing walls. The parapets are to be installed level vertically. The new parapets are to be a minimum of 16" in height on areas B1 and C1. The parapet on area D1 is to come up to the same elevation as the parapets on B1 and C1. In other words the tops of the parapets on all 3 areas are to be flush.

- E4.14 All parapet blocking shall be raised on area A1 at this time to maintain a minimum height of 6" above the top of the new membrane. This shall be done with solid blocking of the same width as that which is currently in place.
- E4.15 All wood blocking on all curbs shall be raised with solid wood blocking to maintain a minimum height of 8" above the top of the new roof assembly. A minimum of a 2x4 shall be installed on all curbs and ½" plywood installed over the sides of the old portion of the curbs to provide a clean substrate for the new self adhering membrane stripping. The 2x3 is to be set back slightly to accommodate the unit size.
- E4.16 Loose lay the layer of sloped foam insulation
- E4.17 Loose lay the layer of Colgrip insulation. Stagger the rows of insulation as well as this layer from the underlying layer.
- E4.18 Mechanically fasten the insulation. This is to be a minimum of 5 screws and plates per 4' x 4' sheet of insulation. Care must be taken to ensure that the screws do not penetrate the underside of any exposed cedar decking. The screws in any steel deck areas must not extend below the bottom of the low ribs. The perimeter edges are to have the number of fasteners increased by 50% and the outside corners are to be increased by 75%. The perimeter edge distance is defined as the lesser of:
- (a) 10% of the building width or,
  - (b) 40% of the eave height, with a minimum of 4'.
- E4.19 Install the new roof drain(s) and maintain a height 1/2" below the top of the insulation. Install new scuppers with an outside open face and 1 1/2" high lip on the outside. This is to allow the scupper to act as an overflow if the down pipes ever freeze up. The scupper opening is to be 10" wide by 6" high.
- E4.20 Install Soprema 6" Firestop along all parapet roof connections as well as around all curbed openings. The membrane is to extend 3" up the vertical and 3" onto the top of the insulation.
- E4.21 Base and cap sheet rolls are to be relaxed a minimum of 4 hours prior to installation. This will help to greatly reduce any buckling in the membrane.
- E4.22 Adhere the modified bitumen base sheet to the insulation. Ensure no wrinkles are present and that all side and end laps are properly sealed. Install screws and plates spaced 12" on centre around the perimeter edge of the roof as well as 12" on centre around all curbed openings, sleepers and other such projections. The membrane stripping is to cover all plates.
- E4.23 Heat all side laps of the Colvent base sheet. Do not trowel just heat to ensure a good bond. This is to be done under all weather conditions. End laps of the rolls are to be kept in line wherever possible to ensure ease of the installation of the end lap seals.
- E4.24 Apply the self adhering modified bitumen base sheet stripping in strict accordance to manufacturers guidelines. All blocking is to first be coated with the appropriate primer. The stripping shall be terminated 1" down the outside face of the parapets, 1" down the opposite side of the roof dividers, 12" up adjoining walls and on top of all curbs. Torch applied corner gussets shall be installed on all inside and outside corners over top of the self adhering stripping..
- E4.25 Set the base flanges of the Thaler Stackjacks in a bed of mastic. Seal in with a single ply of torch applied base sheet membrane. The ABS riser shall extend 1/2" above the top of the base and a bead of sealant is to then be applied to the top lip of the riser and the top cap installed.
- E4.26 Torch adhere the cap sheet to the base sheet once again ensuring no wrinkles are present and that a minimum of 1\8" asphalt flow is present along the edges of all laps. Excessive seepage is not acceptable.

- E4.27 Torch apply the cap sheet stripping in strict accordance to the manufacturers guidelines. The stripping shall be carried to the outside face of the parapets and 2" up above the plywood installed along the base of all high walls.
- E4.28 Install the new cap flashing and metal siding on all parapets in a manner as the enclosed details. The new siding is to extend to the same bottom elevation as the fascia board that was removed.
- E4.29 Reconnect and insulate all ducts. Clad all ducting with 0.020" aluminum.
- E4.30 Install new gas line sleepers and space in strict accordance to the local gas utility requirements.
- E4.31 Reinstall all roof top units. Extend all duct work, gas lines, and electrical as required to allow proper installation.
- E4.32 Install the fastening bar flashing with gum cup (as detailed) along the penthouse walls. Fasten through the flashing and membrane a maximum of 12" on center with TEK screws. Fill the gum cup with the approved caulking.
- E4.33 Install 4" x 4" closed face down pipe drops installed in the locations indicated on the roof plan. Exact locations are to be site confirmed. Install the bottom structural steel sections. The down pipe drips are to be fabricated to properly fit into the structural steel sections. Install new splash pads on all landscaped areas.
- E4.34 Paint all gas lines in a manner and with materials as acceptable to the local gas utility.
- E4.35 Install all new 22 ga galvanized skirt flashing and storm collars on all chimneys. The skirt flashing flange is to fold a minimum of 1" down the outside face of the curbs. The connection between the skirt and base flanges are to be lock seamed.