



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 518-2007 ADDENDUM 1

**CONSTRUCTION OF CINDY KLASSEN RECREATION COMPLEX FACILITY
ENHANCEMENT PROJECT**

Canada

Manitoba



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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 CONSTRUCTION OF CINDY KLASSEN RECREATION COMPLEX FACILITY
ENHANCEMENT PROJECT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, August 28, 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 Site Meetings are not mandatory.

B3.2 The Bidder is advised that although the facility is open to the Public, it is strongly recommended that all bidders attend the site walk-through to minimize any inconvenience and avoid rescheduling other time and date.

B3.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Site Meeting unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B3.4 The bidder may attend a second site meeting from 1:30 PM to 3:00 PM on August 21, 2007.

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 10 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 B15.

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;
- (c) Form G1: Bid Bond and Agreement to Bond, or
Form G2: Irrevocable Standby Letter of Credit and Undertaking, or
a certified cheque or draft;

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.

B8.2.1 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 12 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 and the corporate seal, if the corporation has one, should be affixed;
- (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 should be witnessed, except where a corporate seal has been affixed.

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 and the Contract, when awarded, shall be both joint and several.

B9. PRICES

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

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

- (a) Separate Price - Item No. 1 shall be the amount to be deducted from the lump sum price for Two Year Maintenance of Landscaping.
- (b) Separate Price - Item No. 2 shall be the amount to be deducted from the lump sum price for Exterior Electrical Work, including New Parking Lot Lighting.
- (c) Separate Price - Item No. 3 shall be the amount to be deducted from the lump sum price for All Exterior Landscaping, including parking lot asphaltic concrete paving, complete with granular base and sub-base; new concrete approaches; cleaning of existing asphalt parking areas to be maintained; new line painting; pre-cast concrete paving stone surfacing with base; concrete curbing, plant material and mulched planting beds; sod and topsoil; drip irrigation system; site furnishings and temporary access ramp.
- (d) Separate Price - Item No. 4 shall be the amount to be deducted from the lump sum price for Catchbasins and Lead.
- (e) Separate Price - Item No. 5 shall be the amount to be deducted from the lump sum price for Temporary Buiding Access Ramp.

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/Subcontractor 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. BID SECURITY

B11.1 The Bidder shall provide bid security in the form of:

- (a) a bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
- (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, and undertaking 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 included in the Bid Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or

- (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.

- B11.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B11.1.2 All signatures on bid securities shall be original, and shall be witnessed or sealed as required.
- B11.2 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
 - B11.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B11.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.
 - B11.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.
- B11.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Bid Opportunity.

B12. OPENING OF BIDS AND RELEASE OF INFORMATION

- B12.1 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.
 - B12.1.1 Bidders or their representatives may attend.
 - B12.1.2 Bids determined by the Manager of Materials, or his designate, to not include the bid security specified in B11 will not be read out.
- B12.2 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>.
- B12.3 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>.
- B12.4 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.

B13. IRREVOCABLE BID

- B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.
- B13.2 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 until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid.

B14. WITHDRAWAL OF BIDS

- B14.1 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.
- B14.1.1 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.
- B14.1.1 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 12 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B14.1.2 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 12 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B14.1.2(b), declare the Bid withdrawn.
- B14.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B13.2 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, including the right to retain the Bidder's bid security.

B15. EVALUATION OF BIDS

- B15.1 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.
- B15.2 Further to B15.1(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.
- B15.3 Further to B15.1(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.
- B15.4 Further to B15.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices adjusted, if necessary, as follows:
- (a) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder is within the budgetary provision for the Work, no adjustment will be made to the lump sum price bid; or
 - (b) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder exceeds the budgetary provision for the Work, the lump sum prices of all responsive Bids submitted by responsible and qualified Bidders will be adjusted by progressively deducting separate prices in the order listed in B9.2 until a Total Bid Price within the budgetary provision is achieved, i.e., Total Bid Price = Lump Sum Price - Separate Price No. 1 - Separate Price No. 2 - Separate Price No.3- Separate Price No. 4 - Separate Price No. 5 .

B15.4.1 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.

B16. AWARD OF CONTRACT

B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B16.2 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.

B16.2.1 Without limiting the generality of B16.2, 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.

B16.3 Subject to B16.2, 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.

B16.3.1 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.

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;

D2.1.1 Construction of an addition to the Cindy Klassen Recreation Complex and upgrading of mechanical and electrical systems in the existing indoor pool building, including related site development and landscaping.

D2.2 The major components of the Work are as follows:

- (a) Removal of existing asphalt parking lot areas, Plexipave tennis courts, including chain fencing, and existing site lighting and landscaping as noted to accommodate new building and site works.
- (b) Construction of a new 23,154 square foot addition to the existing Cindy Klassen Recreation Complex with a library, indoor track and weights and fitness training, program rooms and new airlock entry, with second floor elevator access, complete with new mechanical, electrical, Metasys and Pegasus systems.
- (c) Upgrading existing building lighting, emergency lighting and fire alarm systems, and upgrading of HVAC system to accommodate air conditioning.
- (d) Removal and reconstruction of building wastewater and land drainage sewer lines; removal of part of combined sewer line; relocation of manhole, and reconstruction of watermain.
- (e) Construction of new asphalt parking lot, pre-cast concrete paving, concrete curbing and planter, site furnishings, planting beds and plantings.
- (f) Construction of new site lighting, complete with cabling.
- (g) Construction of new catchbasins and lead, and adjustment of existing catchbasins.
- (h) Two year maintenance of landscaping.
- (i) Two year maintenance on roof or manufacturer's warranty.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is Neil Cooper Architect Inc., represented by:

Mr. Neil Cooper, M. Arch (Project Architect)
10-395 Berry Street
Winnipeg, Manitoba R3J 1N6
Telephone No. (204) 885-3855
Facsimile No. (204) 831-7148

D3.2 At the pre-construction meeting, Mr. Neil Cooper, 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

D6. FURNISHING OF DOCUMENTS

- D6.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Bid Opportunity. If the Contractor requires additional sets of the Bid Opportunity, they will be supplied to him at cost.

D7. CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS

- D7.1 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Work to the media or any member of the public without the prior written authorization of the Contract Administrator.
- D7.2 The Contractor agrees to cooperate with the City in public information activities for the Cindy Klassen Recreation Complex Facility Enhancement Project. The City may make public announcements and hold official ceremonies and special events respecting the Cindy Klassen Recreation Complex Facility Enhancement Project.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 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.

D9. SAFE WORK PLAN

D9.1 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.

D9.2 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>.

D10. INSURANCE

D10.1 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, MANITOBA and CANADA, their Ministers, officers, employees and agents added as an additional insured, with a cross-liability clause, such liability policy to also contain 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;
- (c) all risks course of construction insurance in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and The City of Winnipeg, at all times during the performance of the Work and until the date of Total Performance.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the City Solicitor 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 the date specified in C4.1 for the return of the executed Contract.

D10.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D11. PERFORMANCE SECURITY

D11.1 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.

D11.1.1 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.

D11.2 If the bid security provided in his Bid was not a certified cheque or draft pursuant to B11.1(c), 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 letter of intent and 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.

D12. DETAILED PRICES

D12.1 The Contractor shall provide the Contract Administrator with a detailed price breakdown (Form I: Detailed Prices) at least two (2) 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.

D12.2 The Contractor shall state a price for each item or sub-item of the Work identified on Form I: Detailed Prices. The detailed prices must be consistent with the price(s) provided in the Contractor's Bid.

D13. SUBCONTRACTOR LIST

D13.1 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 the date specified in C4.1 for the return of the executed Contract.

D14. DETAILED WORK SCHEDULE

D14.1 The Contractor shall provide the Contract Administrator with a detailed work schedule (Form L: Detailed Work Schedule) at least two (2) 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.

D14.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) 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.

D14.2 The detailed work schedule shall consist of the following:

- (a) a critical path method (C.P.M.) schedule for the Work;
- (b) a Gantt chart for the Work based on the C.P.M. schedule;
- (c) a daily manpower schedule for the Work;

all acceptable to the Contract Administrator.

D14.3 Further to D14.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path. The Contractor is advised that the Facility will be closed to the Public for annual maintenance to allow City Employees to carry out repairs to the Pool from September 29 to December 31, 2007. The Contractor shall utilize this time to complete the renovations,

mechanical and electrical upgrades. Other than this time period, it is the intent of the City of keep the existing facility open to the Public for regularly scheduled programming. Any disruptive work not completed in this time frame would be completed after normal working hours and at no cost to the City.

D14.4 Further to D14.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

D14.5 Further to D14.2(c), the daily manpower schedule shall list the daily number of individuals on the Site for each trade.

D15. SECURITY CLEARANCE

D15.1 Each individual proposed to perform the following portions of the Work:

(a) any Work within the facilities other than:

(i) in areas and at times normally open to the public;

shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.

D15.2 The Criminal Record Search shall include a Vulnerable Sector Search. This can be obtained by completing and providing the following in person to the Winnipeg Police Service Division 30 Clerk at Main Floor, 151 Princess Street:

(a) Form P-612 Check the following boxes: Employment – Sensitive Position of Trust; and Other by inputting the Bid Opportunity Number in the space provided. This form can be found on the website at:

www.winnipeg.ca/police/BPR/forms/Criminal_Record_Check_P612.doc

(b) Form P-249 (Form 1 – Consent) can be found on the website at:

http://www.winnipeg.ca/police/BPR/forms/P-249_ConsentCrimRecordCheck.pdf

(c) Two (2) pieces of identification as stated in Bureau of Police Records on the website at:

www.winnipeg.ca/police/BPR/id.stm

(d) Fee for each individual applying for a Criminal Record Search. Fee schedule can be found on the website at:

www.winnipeg.ca/police/BPR/fees.stm

D15.2.1 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:

(a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.

D15.3 Prior to the commencement of any Work specified in D15.1, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.

D15.4 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work specified in D15.1.

D15.5 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

D15.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any

individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work specified in D15.1.

- D15.7 In addition to the Criminal Record Search, individuals shall be required to obtain a Child Abuse Registry check from the Manitoba Child Abuse Registry.
- D15.8 Prior to the commencement of any Work specified in D15.1, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a *Child Abuse Registry Self-Check – Information and Results* obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- D15.9 Any individual for whom a Child Abuse Registry result is not provided, or for whom a Child Abuse Registry result indicates the subject is listed on the Manitoba Child Abuse Registry, will not be permitted to perform any Work specified in D15.1.
- D15.10 Any Child Abuse Registry result obtained thereby will be deemed valid for the duration of the Contract subject to a repeated Child Abuse Registry check as hereinafter specified.
- D15.11 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Child Abuse Registry check. Any individual who fails to provide a satisfactory Child Abuse Registry result as a result of a repeated Child Abuse Registry check will not be permitted to continue to perform any Work specified in D15.1.

D16. RESPONSIBILITIES OF CONTRACTOR

- D16.1 GC3.2 is hereby amended by deleting 3.2(a) and substituting the following therefore:
- (a) does so in good faith and that to the best of his knowledge, no member of the House of Commons or the Senate of Canada will be admitted to any share or part of any contract made pursuant to this Contract, or any benefit arising from it and no member of Council or any officer or employee of the City has any pecuniary interest, direct or indirect, in the Contract.
- D16.2 Pursuant to the Contribution agreement under the Canada-Manitoba Infrastructure Program the Contractor shall:
- (i) establish and maintain until at least three years following the date of the final settlement of accounts regarding the Work or March 31, 2012, whichever date is later, such accounting and other records (including supporting documents) as are necessary for the proper financial management of the Work in accordance with generally accepted accounting principles, and
- (ii) permit the City, The Government of Manitoba, The Government of Canada and their authorized representatives to monitor the Work and to inspect and audit accounting and other records, including the Contract, until at least three years following the date of the final settlement of accounts regarding the Work or March 31, 2012 whichever date is later.

D17. INDEMNITY

- D17.1 Further to GC:17 and pursuant to the Contribution Agreement under the Canada-Manitoba Infrastructure Program, the Contractor shall be solely responsible and shall save harmless and indemnify The Government of Canada and The Government of Manitoba and their Ministers, officers, employees and agents, from and against all claims, liabilities and demands of any kind with respect to any injury to persons (including, without limitation, death), damage or loss to or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- (i) any portion of the Work with respect to which the Contractor is involved or with respect to which the Contractor provides goods or services;
- (ii) the performance of the Contract or the breach of any term or condition of the Contract by the Contractor or its officers, employees or agents;
- (iii) the ongoing operation, maintenance and repair of any portion of the Work with respect to which the Contractor provides goods or services; or
- (iv) any omission or ;any wilful or negligent act of the contractor or its officers, employees or agents.

SCHEDULE OF WORK

D18. COMMENCEMENT

- D18.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.
- D18.2 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 D8;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D9;
 - (iv) evidence of the insurance specified in D10;
 - (v) the performance security specified in D11;
 - (vi) the detailed prices specified in D12;
 - (vii) the Subcontractor list specified in D13;
 - (viii) the detailed work schedule specified in D14; and
 - (ix) the security clearances specified in D15.
 - (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.
- D18.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent.

D19. WORKING DAYS

- D19.1 Further to C1.1(gg), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.
- D19.2 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.
- D19.3 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.
- D19.4 The Contract Administrator will furnish the Contractor with a daily record for each major type of work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged. This report is to be signed each day by an authorized representative of the Contractor.

D20. CRITICAL STAGES

- D20.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Contractor shall complete all interior renovations, mechanical and electrical upgrades by December 31, 2007.

D21. SUBSTANTIAL PERFORMANCE

- D21.1 The Contractor shall achieve Substantial Performance within two hundred eighty (280) consecutive Working Days of the commencement of the Work as specified in D18.
- D21.2 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.
- D21.3 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.

D22. TOTAL PERFORMANCE

- D22.1 The Contractor shall achieve Total Performance within three hundred (300) consecutive Working Days of the commencement of the Work as specified in D18.
- D22.2 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.
- D22.3 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.

D23. LIQUIDATED DAMAGES

- D23.1 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 five hundred dollars (\$500.00) per Calendar Day for each and every Calendar Day following the day fixed herein for Substantial Performance during which such failure continues.
- D23.2 The amount specified for liquidated damages in D23.1 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.
- D23.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D24. SCHEDULED MAINTENANCE

- D24.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Landscape work, watering, cutting of freshly placed sod and plant material. ;
 - (b) Elevator – five year service / maintenance contract. ;

- D24.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

CONTROL OF WORK

D25. JOB MEETINGS

- D25.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D25.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D26. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D26.1 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).

MEASUREMENT AND PAYMENT

D27. PAYMENT

- D27.1 Further to C12, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D28. PAYMENT SCHEDULE

- D28.1 Further to C12, payment shall be in accordance with the following payment schedule:
- (a) Monthly progress claims. The City shall only pay the Contractor for materials and equipment required for the work upon the installation and total incorporation of same permanently into the work.

WARRANTY

D29. WARRANTY

- D29.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.
- D29.2 Notwithstanding C13.2 or D29.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if:
- (a) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use; or

D29.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

FORM H1: PERFORMANCE BOND
(See D11)

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. 518-2007 ADDENDUM 1

CONSTRUCTION OF CINDY KLASSEN RECREATION COMPLEX FACILITY ENHANCEMENT
PROJECT

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 D11)

(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. 518-2007 ADDENDUM 1

CONSTRUCTION OF CINDY KLASSEN RECREATION COMPLEX FACILITY ENHANCEMENT
PROJECT

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

November 12, 2007
(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)

FORM I: DETAILED PRICES
 (See D12)

**CONSTRUCTION OF CINDY KLASSEN RECREATION COMPLEX FACILITY ENHANCEMENT
 PROJECT**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1.	Mobilization and Demobilization	Division 1	LS	1		
2.	Site Demolition	Section 02225	LS	1		
3.	Removal of Manhole, Combined Sewer, LDS, WWS and Water Main	Section 02631	LS	1		
4.	Building Demolition	Section 02221	LS	1		
5.	Temporary Access Ramp	Section 06150	LS	1		
6.	New Building Excavation	Section 02315	LS	1		
7.	Piling and Pile Caps	Sections 02451, 02468	LS	1		
8.	Structural Concrete	Section 03100, 03200, 03300	LS	1		
9.	Hollow Core System	Section 03410	LS	1		
10.	Structural Steel	Section 05121, 05500, 05411	LS	1		
11.	Steel Joists and Decking	Sections 05210, 05310,	LS	1		
12.	Steel Stud Systems	Section 05411	LS	1		
13.	Masonry Systems	Sections 04051, 04060, 04080, 04090, 04211, 04220	LS	1		
14.	Curtain Wall System	Section 08900	LS	1		
15.	Glazing	Section 08800	LS	1		
16.	Building Envelope and Insulation	Sections 07212, 07213, 07216, 07271	LS	1		
17.	Metal Fabrications	Section 05500	LS	1		
18.	Metal Cladding	Section 07465	LS	1		

FORM I: DETAILED PRICES
 (See D12)

**CONSTRUCTION OF CINDY KLASSEN RECREATION COMPLEX FACILITY ENHANCEMENT
 PROJECT**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
19.	Roofing	Sections 07550, 07620, 07712, 07840, 07900	LS	1		
20.	Doors	Section 08110, 08120, 08210, 08700	LS	1		
21.	Metalwork – Stairs and Railings	Section 05510	LS	1		
22.	Millwork	Sections 06101, 06200, 06666	LS	1		
23.	Flooring including Track	Sections 09650, 09680,	LS	1		
24.	Ceilings	Sections 09510, 09546	LS	1		
25.	Interior Furnishings	Sections 09250	LS	1		
26.	Interior Finishes and Painting	Section 09900	LS	1		
27.	Building Signs	Section 10441	LS	1		
28.	Elevator	Section 14200	LS	1		
29.	Plumbing System	Section 15051, 15061, 15075, 15095, 15101, 15111, 15192, 15400, 15430, 15480	LS	1		
30.	Fire Protection	Section 15500	LS	1		

FORM I: DETAILED PRICES
 (See D12)

**CONSTRUCTION OF CINDY KLASSEN RECREATION COMPLEX FACILITY ENHANCEMENT
 PROJECT**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
31.	Heating Piping	Section 15051, 15061, 15075, 15095, 15101, 15111, 15192, 15510, 15762	LS	1		
32.	Refrigeration	15187	LS	1		
33.	Ventilation Equipment	Sections 15722, 15831	LS	1		
34.	Sheet Metal	Section 15072, 15075, 15800, 15870	LS	1		
35.	Controls (Metasys)	Section 15900	LS	1		
36.	Existing Building – Air Conditioning	Sections 15072, 15722, 15831	LS	1		
37.	Mechanical Equipment: Testing, Adjusting and Balancing	Sections 15060, 15950	LS	1		
38.	Mechanical - O & M Manuals	Section 01780	LS	1		
39.	Electrical Distribution System (New and Existing Building)	Sections 16062, 16122, 16133, 16132, 16223, 16225, 16271, 16412, 16414, 16441, DWG. E7.1	LS	1		
40.	Lighting and Emergency Lighting	Sections 16010, 16071, 16122, 16133,	LS	1		

FORM I: DETAILED PRICES
 (See D12)

**CONSTRUCTION OF CINDY KLASSEN RECREATION COMPLEX FACILITY ENHANCEMENT
 PROJECT**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
41.	Mechanical and Equipment Connections	Sections 16010, 16122, 16133, 16223, 16225,	LS	1		
42.	Electrical Device Connections and Outlets	Sections 16010, 16122, 16132, 16141,	LS	1		
43.	Public Address System	Section 16724, Dwgs E1.1, E2.4	LS	1		
44.	CCTV System	Section 16702,	LS	1		
45.	CATV System	Section 16702,	LS	1		
46.	Pool and Gym Alarm	Sections 16132, 16133, 16141	LS	1		
47.	Telephone and Computer Network System and Grounding	Sections 16132, 16133, 16702	LS	1		
48.	Existing Building Low Voltage Lighting Control Upgrade	Sections 16132, 16133, 16151	LS	1		
49.	Card Access Security System (Pegasys)	Sections 16122, 16133, 16705	LS	1		
50.	Existing Building Emergency Lighting Upgrades	Section 16122, 16132, 16133	LS	1		
51.	New Building Fire Alarm System	Section 16721	LS	1		
52.	Existing Building Fire Alarm System Upgrade	Sections 16721	LS	1		
53.	Site Electrical Distribution, Automotive Receptacles, Site Lighting and Site Lighting Controls	Sections 16122, 16132, 16133, 16141, 16271, 16441	LS	1		

FORM I: DETAILED PRICES
 (See D12)

**CONSTRUCTION OF CINDY KLASSEN RECREATION COMPLEX FACILITY ENHANCEMENT
 PROJECT**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
54.	Electrical O&M Manuals	Section 16010				
55.	Electrical Testing and Commissioning	Section 16010				
56.						
57.	New Manhole, LDS, WWS and Watermain, including connection to existing Combined Sewer	Sections 02315, 02511, 02631	LS	1		
58.	Site Excavation and Grading	Sections 02315	LS	1		
59.	Aggregate Materials including Geotextiles	Sections 02072, 02701, 02702, 02721, 02723	LS	1		
60.	Catchbasins and Lead	Section 02631	LS	1		
61.	Asphalt Parking Lot and Walkways	Section 02743	LS	1		
62.	Site Concrete, including Parking Lot Approach, Curbing, Planter Wall and Light Bases	Section 02770, 03100, 03200, 03300	LS	1		
63.	Pre-cast Concrete Pavers and Parking Curbs	Sections 03410, 03481	LS	1		
64.	Planting Beds and Plantings	Sections 02911, 02906, 02232	LS	1		
65.	Protection and Pruning of Existing Plant Material	Sections 02232, 02901				
66.	Sod	Sections 02911, 02933	LS	1		
67.	Parking Posts	Section G2050, 06070, 06101	LS	1		
68.	Drip Irrigation System	Section G2050	LS	1		
69.	Shale Surfacing	Section 02911	LS	1		
70.	Cleaning Existing Asphalt Surfacing	Section 02722	LS	1		
71.	Parking Lot Line Painting	Section 02761	LS	1		

FORM I: DETAILED PRICES
 (See D12)

**CONSTRUCTION OF CINDY KLASSEN RECREATION COMPLEX FACILITY ENHANCEMENT
 PROJECT**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
72.	Site Furnishings	Section 02870	LS	1		
73.	Miscellaneous Items		LS	1		
74.						
75.						
76.						
77.						
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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:

TITLE: **DOCUMENTS:**

SPECIFICATIONS:

Division 1

Section 01021	Allowances
Section 01293	Payment Procedures and Laboratory Testing Services
Section 01330	Submittal Procedures
Section 01450	Quality Control
Section 01560	Temporary Barriers and Enclosures
Section 01561	Environmental Protection
Section 01610	Basic Product Requirements
Section 01705	Health & Safety
Section 01740	Cleaning
Section 01780	Closeout Submittals

Division 2

Section 02050	Landscaping
Section 02072	Geotextiles
Section 02221	Demolition of Structures
Section 02225	Sitework Demolition
Section 02232	Tree Pruning
Section 02311	Site Grading
Section 02315	Excavation, Trenching and Backfilling
Section 02451	Pile Foundations, General
Section 02468	Pre-cast Concrete Piles
Section 02511	Watermains
Section 02622	Foundation and Underslab Drainage
Section 02631	Manholes, Catchbasins and Gravity Sewers
Section 02701	Aggregates: General
Section 02702	Corrected Maximum Dry Density
Section 02721	Granular Base
Section 02722	Pavement Cleaning and Removal of Surface Markings
Section 02723	Granular Sub-base
Section 02743	Asphalt Concrete Paving – Short Form
Section 02751	Pre-cast Concrete Paving
Section 02761	Painted Traffic Lines and Markings

Section 02770	Concrete Curb
Section 02870	Site Furnishings
Section 02901	Tree and Shrub Preservation
Section 02906	Planting of Trees, Shrubs and Ground Covers
Section 02911	Topsoil and Finish Grading
Section 02933	Sodding

Division 3

Section 03100	Concrete Forms and Accessories
Section 03200	Concrete Reinforcement
Section 03300	Cast-in-place Concrete
Section 03410	Plant-Precast Structural Concrete
Section 03481	Pre-cast Concrete Parking Curbs

Division 4

Section 04051	Masonry Procedures
Section 04060	Mortar and Masonry Grout
Section 04080	Masonry Reinforcement and Connectors
Section 04090	Masonry Accessories
Section 04211	Brick Unit Masonry
Section 04220	Concrete Masonry Units

Division 5

Section 05121	Structural Steel for Buildings
Section 05210	Steel Joists
Section 05310	Steel Deck
Section 05411	Wind-Load Bearing Steel Stud Systems
Section 05500	Metal Fabrications
Section 05510	Metal Stairs and Ladders
Section 05810	Expansion Joints

Division 6

Section 06070	Wood Treatment
Section 06101	Rough Carpentry Short Form
Section 06150	Wood Decking
Section 06200	Finish Carpentry
Section 06666	Plastic Laminates

Division 7

Section 07212	Board Insulation
Section 07213	Batt and Blanket Insulation
Section 07216	Spray in Place Urethane Foam Insulation
Section 07271	Air Barriers (Descriptive Proprietary)
Section 07465	Metal Cladding
Section 07550	Modified Bituminous Roofing
Section 07620	Sheet Metal Flashing and Trim
Section 07712	Prefabricated Roof Expansion Joints
Section 07840	Fire Stopping
Section 07900	Joint Sealers

Division 8

Section 08110	Steel Doors and Frames
Section 08120	Aluminum Doors & Frames
Section 08210	Wood Doors
Section 08700	Door Hardware
Section 08800	Glazing
Section 08900	Aluminium Curtain Wall & Entrances

Division 9

Section 09110	Metal Stud System
Section 09250	Gypsum Board
Section 09300	Tiles
Section 09510	Acoustical Ceilings
Section 09546	Metal Ceilings
Section 09650	Resilient Flooring
Section 09680	Carpet Tiles
Section 09900	Finish Painting

Division 10

Section 10120	Tackboards
Section 10160	Metal Toilet Partitions
Section 10441	Building Signs
Section 10500	Metal Lockers
Section 10800	Washroom Accessories

Division 14

Section 14200	Elevator Installation
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Division 15

Section 15010	Mechanical General Requirements
Section 15051	Pipe Welding
Section 15060	Testing
Section 15061	Pipe Supports, Anchors and Seals
Section 15072	Vibration Isolation
Section 15075	Mechanical Identification
Section 15095	Cleaning and Start-up of Mechanical Piping Systems
Section 15101	Installation of Pipework
Section 15111	Valves and Strainers
Section 15122	Thermometers and Gauges
Section 15131	Pumps – Hydronic Systems
Section 15180	Mechanical Insulation
Section 15182	Hydronic Systems: Copper
Section 15183	Hydronic Systems: Steel
Section 15187	Copper Tubing and Fittings Refrigerant
Section 15188	HVAC Water Treatment Systems
Section 15192	Piping, Valves and Fittings Natural Gas
Section 15400	Plumbing
Section 15430	Plumbing Specialties and Accessories
Section 15480	Domestic Water Heaters
Section 15510	Packaged Boilers
Section 15722	HVAC Units
Section 15762	Terminal Heat Transfer Devices
Section 15800	Ductwork and Accessories
Section 15831	Commercial Fans

Section 15870	Air Outlets
Section 15900	Controls
Section 15950	Testing, Adjusting and Balancing (TAB) of Mechanical Systems

Division 16

Section 16010	Electrical General Requirements
Section 16062	Grounding Secondary
Section 16071	Fastenings and Supports
Section 16122	Wires and Cables 0-1000V
Section 16132	Outlet Boxes, Conduit Boxes and Fittings
Section 16133	Conduits, Conduit Fastening and Conduit Fittings
Section 16141	Wiring Devices
Section 16151	Wire and Box Connectors 0-1000V
Section 16223	Motor Starters to 600 V
Section 16225	Motor Control Centre
Section 16271	Dry Type Transformers Up to 600 V Primary
Section 16412	Moulded Case Circuit Breakers
Section 16414	Disconnect Switches Fused and Non-fused
Section 16441	Panelboards Breaker Type
Section 16702	Telecommunication Receiving Systems
Section 16705	Pegasys Integrated Security Management System
Section 16721	Multiplex Fire Alarm System

Appendix

518_2007_Appendix Cover
518-2007_Electrical_ Existing Fire Alarm Verification Report
518-2007_Test_Hole_Logs
518-2007_Health & Safety _ Asbestos Inventory Control

DRAWINGS:

TITLE:

DOCUMENTS:

Architectural

A0.0	Cover Sheet
A0.2	Roof Plan
A1.1	Main Floor Demolition Plan
A2.1	Crawl Space Plan
A2.2	Main Floor Plan
A2.3	Second Floor Plan & Mech. Penthouse
A2.4	Main Floor Plan 1:100
A2.5	Main Floor Plan 1:100
A3.1	Exterior Elevations
A4.1	Building Sections
A4.2	Building Sections
A4.3	Wall Sections
A4.4	Wall Sections
A4.5	Stair Plans and Sections
A5.1	Main Floor Interior Elevations
A5.2	Main Floor Interior Elevations
A5.3	Main Floor Interior Elevations
A5.4	Main Floor Interior Elevations
A5.5	Main Floor Interior Elevations
A5.6	Second Floor Interior Elevations
A5.7	Second Floor Interior Elevations
A6.1	Reflected Ceiling Plan

A7.1	Sections and Details
A7.2	Sections and Details
A7.3	Main Floor Flooring Plan
A7.4	Second Floor Flooring Plan
A7.5	Duty Desk Plan, Staff Room Plan Elevations & Sections
A7.6	Duty Desk and Cash Desk Elevations & Sections
A7.7	Duty Desk and Duty Desk Display Area Sections
A7.8	Staff Room Plan, Elevations & Sections
A7.9	Library Display Case Plan, Elevations & Sections
A7.10	Control Desk Plan, Elevations & Sections
A7.11	Control Desk Elevations & Sections
A7.12	Program Room Plans and Millwork Sections
A7.13	Millwork Notes
A8.1	Room Finish and Door Schedules
A8.2	Hardware Schedule

Civil

C0.1	Site Removals
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Landscape

L2.1	Layout Plan
L2.2	Grading Plan
L2.3	Planting Plan
L7.1	Landscape Details
L7.2	Paving Details

Structural

S1.1	Drawing Notes
S1.2	Demolition Plan Existing Pile and Grade Beam Layout
S2.1	Pile Layout Foundation Plan
S2.2	Grade Beam Layout Foundation Plan
S2.3	Main Floor Framing Plan and Details
S2.4	Second Floor Framing Plan and Layout
S2.5	Roof Framing Plan and Layout
S4.1	Building Section and Details
S4.2	Column, Beam, OWSJ Layout Roof & Penthouse Plan
S4.3	Column Bracing and Elevations
S4.4	Details and Elevations
S4.5	Concrete Stairs Sections and Details

Mechanical

M0.1	General Notes, Legend, Design Conditions
M0.2	Site Plan Underground Services
M1.1	Basement Floor Plan Demolition and Existing
M1.2	Main Floor Plan Demolition and Existing
M1.3	Second Floor Plan and Section Demolition and Existing
M1.4	North and South Mechanical Rooms Demolition and Existing
M2.1	Basement Floor Plan HVAC New Construction
M2.2	Main Floor Plan HVAC New Construction
M2.3	Second Floor Plan HVAC New Construction
M2.4	Roof Plan HVAC New Construction
M2.5	Main Floor Plumbing & Piping New Construction
M2.6	Second Floor Plumbing & Piping New Construction
M3.1	Basement Floor Plan Fire Protection
M3.2	Main Floor and Library Addition Fire Protection

M3.3	Second Floor and Library Addition Fire Protection
M3.4	Fire Protection Sprinkler Details
M4.1	Main and Second Floor Sections – To Be Completed
M7.1	Mechanical Details – To Be Completed
M8.1	Mechanical Schedules – To Be Completed

Electrical

E0.1	Site Plan Demolition and Existing
E0.2	Site Plan
E1.1	Basement Demolition and Existing Services
E1.2	Main Floor Plan Demolition and Existing Services
E1.3	Second Floor Plan Demolition and Existing Services
E2.1	Main Floor Library & Lobby Plan Lighting and Systems
E2.2	Second Floor Track Plan Lighting and Systems
E2.3	Main Floor - Library & Lobby Plan Power and PA Systems
E2.4	Second Floor - Track Plan Power and Systems
E2.5	Crawl Space and Service Space Plan Lighting, Power and Systems
E2.6	Roof and Penthouse Plan New Construction
E2.7	Basement Life Safety Systems
E2.8	Main Floor Life Safety and Systems
E2.9	Second Floor Life Safety and Systems
E7.1	Single Line Diagram Demolition and Existing Services
E7.2	Details
E7.3	Details
E7.4	Details
E7.5	Details
E8.1	Main Floor Panel Schedules
E8.2	Second Floor and Penthouse Panel Schedules
E8.3	Electrical Motor Schedule

518-2007_Drawing_A-1 (Test_Hole_Logs)
518-2007_Drawing_M-9 (Ventilation Sections & Details)
518-2007_Drawing_1 (Site Plan & Design Grades)