

# THE CITY OF WINNIPEG

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 556-2012** 

MAYFAIR RECREATION CENTRE REDEVELOPMENT 40 MAYFAIR PLACE

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# **PART B - BIDDING PROCEDURES**

#### B1. CONTRACT TITLE

B1.1 MAYFAIR RECREATION CENTRE REDEVELOPMENT 40 MAYFAIR PLACE

#### B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, Thursday, May 2<sup>nd</sup>, 2013.
- 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 Bidder may view the Site without making an appointment.

#### 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 Division website at <u>http://www.winnipeg.ca/matmgt/bidopplasp</u>
- B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

#### B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least four (4) 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/her 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/she 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/her 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.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

#### 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 Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:

The City of Winnipeg Corporate Finance Department Materials Management Division 185 King Street, Main Floor Winnipeg, MB R3B 1J1

- B7.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B14.1(a).
- B7.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204 949-1178.
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.8.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

#### 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/her own name, his/her 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/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

- B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
  - (a) if the Bidder is a sole proprietor carrying on business in his/her 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/her 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 should be printed below such signatures.
- B8.4.2 All signatures shall be original.
- B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

#### B9. PRICES

- B9.1 The Bidder shall state the lump sum price in Canadian funds for the Work on Form B: Prices.
- B9.1.1 Notwithstanding C12.2.3(c), prices on Form B: Prices shall not include the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

#### 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 Division website at <u>http://www.winnipeg.ca/matmgt/debar.stm</u>
- 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 five (5) 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 Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ 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 Division website at <u>http://www.winnipeg.ca/matmgt/</u>
- 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 not be opened publicly.
- 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 Division website at <u>http://www.winnipeg.ca/matmgt/</u>
- 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 Division website at <a href="http://www.winnipeg.ca/matmgt/">http://www.winnipeg.ca/matmgt/</a>
- 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/her 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.
- B13.1.3 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 B13.1.3(b), declare the Bid withdrawn.
- B13.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her 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 or acceptable deviation there from (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/her Bid or in other information required to be submitted, that he/she 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.

#### B15. AWARD OF CONTRACT

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:
  - (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B14.
- B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

- B15.4 Notwithstanding C4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract, as defined in 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 Division website at <u>http://www.winnipeg.ca/matmgt/gen\_cond.stm</u>
- 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 construction of a 334.6 square meter (3,600 sq. ft.) City of Winnipeg Recreation Centre featuring an approx. 167 square meter (1,800 sq. ft.) gymnasium space. The new recreation centre will be constructed of a hollowcore concrete floor system with precast concrete sandwich panel exterior walls.
- D2.2 The major components of the Work are as follows:
  - (a) Building with precast concrete panels.
  - (b) Hardscape and Landscape
  - (c) Demolition of existing building will occur prior to award of contract. Existing piles will remain and be left exposed. Contractor to be responsible for demolition of existing piles to 4'-0" below grade.

#### D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is BridgmanCollaborative Architecture, represented by:

Grant LaBossiere, MAA Project Architect

Telephone No. 204 488-3857 ext. 25 Email: grant@bridgmancollaborative.ca

- D3.2 At the pre-construction meeting, Grant LaBossiere will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.
- D3.3 Bids Submissions must be submitted to the address in B7.5

#### D4. CONTRACTOR'S SUPERVISOR

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

#### D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
  - (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;

- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

#### D6. NOTICES

- D6.1 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 facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the facsimile number identified in D3.1.
- D6.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg Chief Financial Officer

Facsimile No.: 204 949-1174

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

The City of Winnipeg Legal Services Department Attn: Director of Legal Services

Facsimile No.: 204 947-9155

#### **SUBMISSIONS**

#### D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 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.

#### D8. SAFE WORK PLAN

- D8.1 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.
- D8.2 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 Division website at <a href="http://www.winnipeg.ca/matmgt/safety/default.stm">http://www.winnipeg.ca/matmgt/safety/default.stm</a>

#### D9. INSURANCE

D9.1 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 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 covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) All risks course of construction insurance, including testing and commissioning, 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.
- D9.2 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D9.3 Deductibles shall be borne by the Contractor.
- D9.4 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.
- D9.5 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.

#### D10. PERFORMANCE SECURITY

- D10.1 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.
- D10.1.1 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.
- D10.2 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.

#### D11. DETAILED PRICES

D11.1 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.

D11.2 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.

#### D12. SUBCONTRACTOR LIST

D12.1 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

#### D13. COMMENCEMENT

- D13.1 The Contractor shall not commence any Work until he/she is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.
- D13.2 The Contractor shall not commence any Work on the Site until:
  - (a) the Contract Administrator has confirmed receipt and approval of:
    - Evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
    - (ii) Evidence of the workers compensation coverage specified in C6.15;
    - (iii) The Safe Work Plan specified in D8;
    - (iv) Evidence of the insurance specified in D9;
    - (v) The performance security specified in D10
    - (vi) The Detailed Price breakdown specified in D11; and
    - (vii) The Subcontractor list specified in D12
  - (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.
- D13.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.
- D13.3 The Contractor shall not commence the Work on the Site before demolition of the existing structure has been completed.
- D13.4 The City intends to award this Contract by Wednesday, July 31, 2013.
- D13.4.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

#### D14. SUBSTANTIAL PERFORMANCE

- D14.1 The Contractor shall achieve Substantial Performance by Friday, September 19, 2014.
- D14.2 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.

D14.3 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.

#### D15. TOTAL PERFORMANCE

- D15.1 The Contractor shall achieve Total Performance by Friday, October 31, 2014.
- D15.2 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.
- D15.3 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.

#### D16. LIQUIDATED DAMAGES

- D16.1 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 Two-Hundred and Fifty dollars (\$250) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- D16.2 The amount specified for liquidated damages in D16.1 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.
- D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

#### D17. SCHEDULED MAINTENANCE

- D17.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
  - (a) Maintenance of sodded areas as specified in Section 32 92 23 Sodding
  - (b) Maintenance of landscaped areas as specified in Section 32 91 11 Landscape Maintenance;
- D17.2 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**

#### D18. JOB MEETINGS

D18.1 Regular bi-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.

D18.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

#### D19. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D19.1 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).

#### D20. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D20.1 Further to B10.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B10.4

#### MEASUREMENT AND PAYMENT

#### D21. INVOICES

D21.1 Further to C12, the Contractor shall submit a monthly invoice for Work performed during the previous calendar month. to:

The City of Winnipeg Corporate Finance - Accounts Payable 4th Floor, Administration Building, 510 Main Street Winnipeg MB R3B 1B9

Facsimile No.: 204-949-0864 Email: <u>CityWpgAP@winnipeg.ca</u>

- D21.2 Invoices must clearly indicate, as a minimum:
  - (a) the City's purchase order number;
  - (b) date of delivery;
  - (c) delivery address;
  - (d) type and quantity of work performed;
  - (e) the amount payable with GST and MRST shown as separate amounts; and
  - (f) the Contractor's GST registration number.
- D21.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D21.4 Bids Submissions must be submitted to the address in B7.5.

#### D22. PAYMENT

D22.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

#### WARRANTY

#### D23. WARRANTY

D23.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

- D23.1.1 For the purpose of Performance Security, the warranty period shall be one (1) year.
- D23.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.
- D23.2.1 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 D10)

#### 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 for

BID OPPORTUNITY NO. 556-2012

MAYFAIR RECREATION CENTRE REDEVELOPMENT, 40 MAYFAIR PLACE

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 as to Principal if no seal)

(Name of Principal)	
Per:	(Seal)
Per:	
(News of Sursey)	
(Name of Surety)	
Ву:	(Seal)
By:	

#### FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT (PERFORMANCE SECURITY) (See D10)

(Date)

The City of Winnipeg Legal Services Department 15 King Street, 3rd Floor Winnipeg MB R3B 1J1

#### RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 556-2012

MAYFAIR RECREATION CENTRE REDEVELOPMENT 40 MAYFAIR PLACE

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)

# MAYFAIR RECREATION CENTRE REDEVELOPMENT 40 MAYFAIR PLACE

UNIT ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1.	Division 01				TRIOE	
2.	Temporary Barriers and Enclosures	01 56 00				
3.	Temporary Tree and Plant Protection	01 56 39				
4.	Cleaning and Waste Management	01 74 00				
5.	Closeout Submittals	01 78 00				
6.	Demonstration and Training	01 79 00				
7.	Division 03					
8.	Concrete Forms and Accessories	03 10 00				
9.	Concrete Reinforcing	03 20 00				
10.	Cast-in-Place Concrete	03 30 00				
11.	Concrete Paving	03 30 01				
12.	Concrete Finishing	03 35 00				
13.	Precast Concrete Hollowcore Planks	03 41 13				
14.	Insulated Precast Concrete Wall Panels	03 45 00				
15.	Precast Concrete Splash Blocks	03 48 16				
16.	Division 05					
17.	Structural Steel	05 12 23				
18.	Steel Joist Framing	05 21 00				
19.	Steel Decking	05 31 00				
20.	Metal Fabrications	05 50 00				
21.	Division 06					
22.	Rough Carpentry	06 10 00				
23.	Sheathing	06 16 00				
24.	Finish Carpentry	06 20 00				
25.	Architectural Woodwork	06 40 00				
26.	Solid Surface Fabrications	06 61 16				
27.	Division 07					

# MAYFAIR RECREATION CENTRE REDEVELOPMENT 40 MAYFAIR PLACE

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
28.	Bituminous Damp proofing	07 11 13				
29.	Board Insulation	07 21 13				
30.	Blanket Insulation	07 21 16				
31.	Sprayed Insulation	07 21 29				
32.	Vapour Retarders	07 26 00				
33.	Sheet Air Barriers	07 27 13				
34.	Modified Bituminous Membrane Roofing	07 52 00				
35.	Sheet Metal Flashing and Trim	07 62 00				
36.	Roof Specialties	07 71 00				
37.	Roof Hatches	07 72 33				
38.	Fire Stopping	07 84 00				
39.	Joint Sealing	07 92 00				
40.	Division 08					
41.	Metal Doors and Frames	08 10 00				
42.	Wood Doors	08 14 16				
43.	Access Doors	08 31 13				
44.	Overhead Coiling Doors	08 33 23				
45.	Glazed Aluminum Curtain Walls	08 44 13				
46.	Fiberglass Windows	08 50 00				
47.	Cabinet and Miscellaneous Hardware	08 70 05				
48.	Door Hardware	08 71 00				
49.	Glazing	08 80 00				
50.	Spandrel Glazing	08 81 00				
51.	Division 09					
52.	Gypsum Board Assemblies	09 21 16				
53.	Parging	09 21 03				
54.	Acoustical Ceilings	09 51 00				
55.	Resilient Base and Accessories	09 65 13				

# MAYFAIR RECREATION CENTRE REDEVELOPMENT 40 MAYFAIR PLACE

ITEM NO.	PRICES DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
56.	Resilient Sheet Flooring	09 65 16				
57.	Resilient Tile Flooring	09 65 19				
58.	Resilient Athletic Flooring	09 65 66				
59.	Exterior Painting	09 91 13				
60.	Interior Painting	09 91 23				
61.	Graffiti Resistant Coatings	09 96 23				
62.	Division 10					
63.	Tackboards Building	10 11 23				
64.	Signage Traffic	10 14 10				
65.	Signage Barrier Free	10 14 56				
66.	Signage	10 14 67				
67.	Washroom Accessories	10 28 10				
68.	Fire Extinguishers	10 44 20				
69.	Division 11					
70.	Maintenance Equipment	11 24 00				
71.	Facility Fall Protection	11 24 29				
72.	Appliances	11 31 00				
73.	Gymnasium Equipment	11 66 23				
74.	Division 12					
75.	Furniture	12 51 00				
76.	Bicycle Racks	12 93 13				
77.	Fire Suppression	Division 21				
78.	Plumbing	Division 22				
79.	HVAC	Division 23				
80.	Integrated Automation	Division 25				
81.	Electrical	Division 26				
82.	Communications	Division 27				
83.	Electronic Safety and Security	Division 28				
84.	Division 31					

# MAYFAIR RECREATION CENTRE REDEVELOPMENT 40 MAYFAIR PLACE

ITEM	DESCRIPTION	SPEC.	UNIT	APPROX.	UNIT	AMOUNT
NO. 85.	Excavation, Trenching and	REF. 31 23 10		QUANTITY	PRICE	
	Backfilling					
86.	Rough Grading	31 23 13				
87.	Pile Foundations, General Requirements	31 61 13				
88.	Precast Concrete Piles	31 62 14				
89.	Division 32					
90.	Aggregate Base Courses	32 11 23				
91.	Asphalt Paving	32 12 16				
92.	Unit Paving	32 14 00				
93.	Concrete Walks, Curbs and Gutters	32 16 15				
94.	Tactile Warning Surfaces Chain	32 17 26				
95.	Link Fences and Gates Planting	32 31 13				
96.	Medium & Finish Grading Topsoil	32 91 19				
97.	Placement and Grading Sodding	32 91 19.13				
98.	Trees, Shrubs & Groundcover	32 92 23				
99.	Planting	32 93 10				
	Landscape Maintenance					
100.	Division 33	32 93 11				
101.	Manholes and Catch Basin Structures					
102.		33 05 15				
103.	Sanitary Sewer Piping Storm Sewer Drains	33 31 13				
103.		33 31 13				
	Foundation Drainage					
105.		33 46 13				
106.	Applicable MRST (PST – ELECTRICAL AND MECHANICAL ONLY)		LS	1		

# FORM I: DETAILED PRICES

# (See D11)

# MAYFAIR RECREATION CENTRE REDEVELOPMENT 40 MAYFAIR PLACE

#### UNIT PRICES

Name of Bidder

# FORM J: SUBCONTRACTOR LIST

(See D122)

# MAYFAIR RECREATION CENTRE REDEVELOPMENT 40 MAYFAIR PLACE

Name	Address and email

# **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 Division website at <u>http://www.winnipeg.ca/matmgt/Spec/Default.stm</u>
- 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:

#### Specification No. Specification Title

Division 01 General Requirements

01 11 00	Summary of Work

- 01 29 83 Payment Procedures
- 01 32 16 Construction Progress Schedules
- 01 33 00 Submittal Procedures
- 01 35 30 Health and Safety Requirements
- 01 41 00 Regulatory Requirements
- 01 45 00 Quality Control
- 01 51 00 Temporary Utilities
- 01 52 00 Construction Facilities
- 01 56 00 Temporary Barriers and Enclosures
- 01 56 39 Temporary Tree and Plant Protection
- 01 61 00 Common Product Requirements
- 01 73 03 Execution Requirements
- 01 74 00 Cleaning and Waste Management
- 01 77 00 Closeout Procedures
- 01 78 00 Closeout Submittals
- 01 79 00 Demonstration and Training
- 01 91 13

#### Division 03 Concrete

- 03 10 00 Concrete Forming and Accessories
- 03 20 00 Concrete Reinforcing
- 03 30 00 Cast-in-Place Concrete
- 03 30 01 Concrete Paving
- 03 35 00 Concrete Finishing
- 03 41 13 Precast Concrete Hollowcore Planks
- 03 45 00 Insulated Precast Concrete Wall Panels
- 03 48 16 Precast Concrete Splash Blocks

#### **Division 05**

05 12 23	Structural Steel
05 21 00	Steel Joist Framing
05 31 00	Steel Decking

05 50 00	Metal Fabrications
Division 06	Wood And Plastics
06 10 00 06 16 00 06 20 00 06 40 00 06 61 16	Rough Carpentry Sheathing Finish Carpentry Architectural Woodwork Solid Surface Fabrications
Division 07	Thermal And Moisture Protection
07 11 13 07 21 13 07 21 16 07 21 29 07 26 00 07 27 13 07 52 00 07 62 00 07 71 00 07 72 33 07 84 00 07 92 00	Bituminous Damp proofing Board Insulation Blanket Insulation Sprayed Insulation Vapour Retarders Sheet Air Barriers Modified Bituminous Membrane Sheet Metal Flashing and Trim Roof Specialties Roof Hatches Fire Stopping Joint Sealing
Division 08	Doors and Windows
08 10 00 08 14 16 08 31 13 08 33 23 08 44 13 08 50 00 08 70 05 08 71 00 08 80 00 08 81 00	Metal Doors and Frames Wood Doors Access Doors Overhead Coiling Doors Glazed Aluminum Curtain Walls Fiberglass Windows Cabinet and Miscellaneous Hardware Door Hardware Glazing Spandrel Glazing
Division 09	Finishes
09 21 16 09 21 03 09 51 00 09 65 13 09 65 16 09 65 19 09 65 66 09 91 13 09 91 23 09 96 23	Gypsum Board Assemblies Parging Acoustical Ceilings Resilient Base and Accessories Resilient Sheet Flooring Resilient Tile Flooring Resilient Athletic Flooring Exterior Painting Interior Painting Graffiti Resistant Coatings
Division 10	Specialties
10 11 23 10 14 10 10 14 53 10 14 67 10 28 13 10 44 16	Tackboards Building Signage Traffic Signage Barrier Free Signage Washroom Accessories Fire Extinguishers

Division 11	Equipment
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11 24 00	Maintenance Equipment
11 24 29	Facility Fall Protection
11 31 00	Appliances

11 66 23 Gymnasium Equipment

#### Division 12 Furnishings

12 51 00Furniture12 93 13Bicycle Racks

#### Division 21 Fire Suppression

21 05 01	Mechanical General Provisions
21 05 05	Basic Materials and Methods
21 07 01	Thermal Insulation

#### Division 22 Plumbing

22 05 05	Plumbing
22 06 01	Approved Substitutes for Plumbing
22 06 40.13	Plumbing Fixture and Equipment

#### Division 23 HVAC

23 05 53 23 05 93 23 06 01 23 06 30.13 23 06 30.19 23 08 05 23 25 13 23 31 00	Sound and Vibration Isolation Testing and Balancing Approved Substitutes for HVAC Fan Schedule Air Outlet and Inlet Schedule Commissioning Pipe Cleaning and Chemical Treatment Air Distribution
23 31 00	Air Distribution
23 54 16.13	Furnace Schedule
23 72 13	Heat Recovery Unit Schedule

#### Division 25 Integrated Automation

25 05 05 Controls

#### Division 26 Electrical

26 00 05	Electrical General Provision
26 05 01	Basic Electrical Material and Method
26 05 04	Miscellaneous Apparatus and Appliances
26 05 21	Wires and Cables
26 05 22	Connectors and Terminations
26 05 28	Grounding
26 05 29	Fastenings and Supports
26 05 31	Cabinets, Splitters, Junction and Pull Boxes
26 05 32	Outlet Boxes and Fittings
26 05 34	Conduit
26 05 43	Underground Conduits and Cables
26 05 80	Mechanical Equipment Connections
26 05 94	Electric Heating and Cooling Controls
26 08 00	Electrical Commissioning
26 09 25	Lighting Contactor Panel

26 24 13	Main Distribution Switchboard
26 24 17	Panelboards
26 27 26	Wiring Devices
26 28 21	Circuit Breakers
26 43 13	Surge Protective Devices
26 50 00	Lighting
26 52 01	Unit Equipment for Emergency Lighting
26 52 01.10	Emergency Lighting Verification
26 60 00	Utilities Underground Service Entrance
26 60 10	Incoming Telephone Service
26 60 20	Incoming Cable TV Service
Division 27	Communications
27 05 14	Communications System Raceways
27 05 15	Voice/Data/Comm Pathways
27 05 16	Cable TV Raceways
27 05 17	Sound System
Division 28	Electronic Safety and Security
28 13 01	Electronic Security and Intrusion System Rough In
28 13 28	Security Access Components – PPD Specification
28 31 01	Fire Alarm System
28 31 01.10	Fire Alarm Verification
28 31 49	CO Detection and Alarm System
Division 31	Earthwork
31 23 10	Excavation, Trenching and Backfilling
31 23 13	Rough Grading
31 61 13	Pile Foundations, General Requirements
31 62 14	Precast Concrete Piles
31 23 13	Rough Grading
31 61 13	Pile Foundations, General Requirements
31 23 13	Rough Grading
31 61 13	Pile Foundations, General Requirements
31 62 14	Precast Concrete Piles
31 23 13	Rough Grading
31 61 13	Pile Foundations, General Requirements
31 62 14	Precast Concrete Piles
<b>Division 32</b>	<b>Exterior Improvements</b>
32 11 23	Aggregate Base Courses
32 12 16	Asphalt Paving
32 14 00	Unit Paving
32 16 15	Concrete Walks, Curbs and Gutters
32 17 26	Tactile Warning Surfaces
32 31 13	Chain Link Fences and Gates
32 91 19	Planting Medium & Finish Grading
32 91 19.13	Topsoil Placement and Grading
32 92 23	Sodding
32 93 10	Trees, Shrubs & Groundcover Planting

Drawing No.	Drawing Name/Title
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#### ARCHITECTURAL

A0.0	COVER PAGE
A0.1	SITE PLAN
A0.2	SITE SECTIONS AND DETAILS
A1.0	FOUNDATION PLAN
A1.1	MAIN FLOOR PLAN
A1.2	REFLECTED CEILING PLAN
A1.3	ROOF PLAN
A2.0	EXTERIOR ELEVATIONS
A3.0	BUILDING SECTIONS
A4.0	WALL SECTIONS
A4.1	WALL SECTIONS
A4.2	SECTION DETAILS
A4.3	SECTION DETAILS
A4.4	ROOF AND MISC DETAILS
A5.0	PLANS AND MISC DETAILS
A6.0	MISC INTERIOR DETAILS
A6.1	MILLWORK DETAILS
A6.2	DETAIL PLANS AND INTERIOR ELEVATIONS
A6.3	INTERIOR ELEVATIONS
A6.4	SIGNAGE DETAILS
A7.0	ROOM FINISH, DOOR AND WINDOW SCHEDULES

# LANDSCAPE

L1.0	PLANTING PLAN AND DETAILS

# CIVIL

C0.1 LOT GRADING AND SITE SERVICING PLAN

# STRUCTURAL

S1.0	GENERAL NOTES
S2.0	FOUNDATION, MAIN FLOOR AND MECH. CATWALK PLAN
S3.0	ROOF FRAMING PLAN
S4.0	SECTIONS AND DETAILS
S4.1	SECTIONS AND DETAILS
S4.2	SECTIONS AND DETAILS
S5.0	BUILDING ELEVATIONS

### S5.1 BUILDING ELEVATIONS

#### MECHANICAL

M1.0	MECHANICAL CRAWLSPACE HVAC & PLUMBING
M1.1	MECHANICAL DRAINAGE
M1.2	MECHANICAL PLUMBING
M2.1	MECHANICAL HVAC
M2.2	ROOF PLAN
M3.1	MECHANICAL LARGE SCALE
M4.1	MECHANICAL DETAILS

#### ELECTRICAL

E1.1	ELECTRICAL SITE PLAN
E2.1	ELECTRICAL LIGHTING PLAN
E2.2	ELECTRICAL LIGHTING LAYOUT - CRAWLSPACE
E3.1	ELECTRICAL POWER & SYSTEMS PLAN
E4.1	ELECTRICAL DETAILS AND SCHEDULES

#### E2. SOILS INVESTIGATION REPORT

E2.1 Further to C3.1, See Appendix A - Geotechnical Report as prepared by M.Block and Associates Ltd. dated June 11/2012.

#### E3. HAZARDOUS MATERIALS

E3.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.

#### E4. MATERIALS AND EQUIPMENT

E4.1 Contractor shall be responsible for all transportation, handling, protection, storage and disposal of materials and equipment.

#### E5. MATERIAL DATA SAFETY SHEETS

- E5.1 Comply with requirements of workplace hazardous materials information system (whmis) regarding use, handling, storage and disposal of hazardous materials and regarding labelling and provision of material safety data sheets acceptable to Labour Canada.
- E5.2 Contractor shall provide the Contract Administrator with one (1) copy of Material Safety Data Sheets (MSDS's) for all products to used in the performance of the Work at least two (2) Business Days prior to bringing such materials to Site.
- E5.3 Throughout the term of the Contract, the Contractor shall provide the Contract Administrator with revisions or updates of the MSDS's as soon as may be reasonably possible.

#### E6. QUALITY OF WORK

- E6.1 Ensure Quality of Work is of highest standard, executed by workers experienced and skilled in respective duties for which they are employed. Immediately notify Contract Administrator if required Work is such as to make it impractical to produce required results.
- E6.2 Do not employ anyone unskilled in his or her required duties. Contract Administrator reserves right to require dismissal from site, workers deemed incompetent or careless.
- E6.3 Decisions as to standard or fitness of Quality of Work in cases of dispute rest solely with Contract Administrator, whose decision is final.

#### E7. USE OF SITE AND PREMISES

- E7.1 Contractor shall allow for continued access to the building and Work Area throughout the construction period and shall ensure that both the building and Work Area's access and egress is maintained to the approval of the Local Authorities having Jurisdiction, local by-laws, and Work Place Safety and Health Policies. This will also be applicable to street accesses.
- E7.2 Construction personnel must use only designated entrances for access to Work areas, delivery of materials and/or equipment and removal of construction debris.
- E7.3 Restrict equipment, Work, workers and storage of construction materials, tools, equipment, etc. to designated areas and established routes to and from Work areas. Confirm designated areas and routes with Contract Administrator.
- E7.4 Any deliveries or movement that must occur through the main reception area shall be scheduled and arranged with the Contract Administrator prior to commencement of such delivery or activity, and the Contractor shall submit a Safety Access Plan.
- E7.5 Keep all fire lanes, egress, and access routes clear at all times.

#### E8. SITE SAFETY AND TRAFFIC CONTROL

- E8.1 Contractor shall observe and enforce all construction safety measures required by the Manitoba Building Code, Worker's Compensation Board, Municipal Statute or By-Laws. In the event of a conflict between any provisions of the above authorities, the most restrictive provision shall apply.
- E8.2 All Work performed shall meet Workplace Safety and Health Act standards. Contractor shall ensure that all workers follow safe working practises, including but not limited to CSA Z462-08 and NFPA 70E.
- E8.3 Contractor shall be responsible for taking steps to protect building staff and the public from any hazards related o the Work
- E8.4 Contractor shall maintain traffic flow around the building. Contractor's operations shall in no way interfere with the safe movement of vehicle and pedestrian traffic.

#### E9. HOUSEKEEPING

- E9.1 All interior areas, sidewalks, streets, approaches, driveways and properties near the Work Site shall be kept clean of debris and materials related to the Work at all times by the Contractor.
- E9.2 Contractor shall take care to ensure that surrounding surfaces and equipment in the Work area are not damaged by tools or materials. Contractor shall be responsible to replace and/or make repairs to the Contract Administrator's satisfaction any surface and/or equipment damaged during the Work.
- E9.3 Contractor shall maintain a clean and safe Work area.

E9.4 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all plant and surplus products, tools, construction materials and equipment. The Contractor shall also have removed waste products and debris.

**DIVISION 01 – GENERAL REQUIREMENTS** 

- DIVISION 03 CONCRETE
- DIVISION 05 METALS
- **DIVISION 06 WOOD, PLASTICS, AND COMPOSITES**
- **DIVISION 07 THERMAL & MOISTURE PROTECTION**
- DIVISION 08 OPENINGS
- DIVISION 09 FINISHES DIVISION
- 10 SPECIALTIES DIVISION 11 -
- EQUIPMENT DIVISION 12 -
- FURNISHINGS DIVISION 21 FIRE
- SUPPRESSION DIVISION 22 -
- PLUMBING
- **DIVISION 23 HEATING, VENTILATING, AND AIR CONDITIONING**
- **DIVISION 25 INTEGRATED AUTOMATION**
- **DIVISION 26 ELECTRICAL**
- **DIVISION 27 COMMUNICATIONS**
- **DIVISION 28 ELECTRONIC SAFETY AND SECURITY**
- **DIVISION 31 EARTHWORK**
- **DIVISION 32 EXTERIOR IMPROVEMENTS**
- **DIVISION 33 UTILITIES**