

THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 748-2013

**EAST ELMWOOD COMMUNITY CENTRE REDEVELOPMENT PROJECT
490 KEENLEYSIDE STREET**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 EAST ELMWOOD COMMUNITY CENTRE REDEVELOPMENT PROJECT, 490 KEENLEYSIDE STREET

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, Monday, January 6, 2014.

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. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 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.
- B6.2 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.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopplasp>
- B6.2.2 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.
- B6.3 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.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 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.
- B7.4 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.
- B7.5 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.
- B7.6 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.

- B7.6.1 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.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 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 B15.
- B7.9 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.
- B7.10 Notwithstanding B7.2 to B7.9, and in accordance with B8.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B15.1(a).

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 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.
- B8.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.5 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
- B8.5.1 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.
- B8.6 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.7 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 B15.1(a).
- B8.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204 949-1178.
- B8.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B8.8.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B9. BID

B9.1 The Bidder shall complete Form A: Bid, making all required entries.

B9.2 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.

B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 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.

B9.4 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.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B9.4.2 All signatures shall be original.

B9.5 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.

B10. PRICES

B10.1 The Bidder shall state the lump sum price in Canadian funds for the Work on Form B: Prices.

- (a) Separate Price - Item No. 1 shall be the amount to be deducted from the lump sum price if Exterior Rink Lighting is deleted in accordance with B15.4 of the Specifications.

B10.1.1 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.

B10.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. QUALIFICATION

B11.1 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.

B11.2 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 <http://www.winnipeg.ca/matmgt/debar.stm>

B11.3 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);

B11.4 Further to B11.3(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 <http://www.winnipeg.ca/matmgt/>)

B11.5 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.

B11.6 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.

B12. OPENING OF BIDS AND RELEASE OF INFORMATION

B12.1 Bids will not be opened publicly.

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 Division website 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 Division website 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 9 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 for the time period specified in Paragraph 9 of Form A: Bid.

B14. WITHDRAWAL OF BIDS

- B14.1 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.
- 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.
- B14.1.2 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.
- B14.1.3 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 B14.1.3(b), declare the Bid withdrawn.
- B14.2 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 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.

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 or acceptable deviation there from (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B7.
- 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/her Bid or in other information required to be submitted, that he/she 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 deducting separate price No. 1 until a Total Bid Price within the budgetary provision is achieved, i.e., Total Bid Price = Lump Sum Price - Separate Price No. 1.

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 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 B15.
- B16.3.1 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.
- B16.4 Notwithstanding C4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B16.5 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 http://www.winnipeg.ca/matmgt/gen_cond.stm
- 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 a 1,025 square meters (11,053 sq. ft.) City of Winnipeg owned Community Centre featuring an approx. 500 square meter (5,380 sq. ft.) gymnasium space. The new community centre will be constructed of structural steel and glulam structural wood members on a structural concrete floor system. Walls will be constructed primarily of steel stud framing and concrete masonry units.

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

- (a) Supply and installation of cast-in-place foundation system
- (b) Supply and installation of structural concrete floor slab system
- (c) Supply and installation of structural steel framing
- (d) Supply and installation of glulam wood and steel joist roof framing
- (e) Supply and installation of exterior walls and roof
- (f) Supply and installation of interior partitions and finishes
- (g) Supply and installation of mechanical systems
- (h) Supply and installation of electrical systems
- (i) Site work: excavation, trenching, backfilling grading, utilities, paving and landscaping.
- (j) Supply and installation of all items in the Contract Documents.

D3. CONTRACT ADMINISTRATOR

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

Robert Garvey, MAA, MRAIC, LEED AP
Project Architect

Telephone No. 204-488-3857 EXT.26
Email: Robert@bridgmancollaborative.ca

D3.2 At the pre-construction meeting, Robert Garvey 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 B8.5

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 email address 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
<http://www.winnipeg.ca/matmgt/safety/default.stm>

D9. INSURANCE

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) Warp-up liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, written in the joint names of East Elmwood Community Centre, all Contractors, Sub-Contractors, Consultants, Sub-Consultants involved in the project along with The City of Winnipeg and The Government of Manitoba and its Ministers, officers, employees and agents Such policy will include a cross-liability clause, 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 Work and shall include an additional twenty-four (24) months completed operation coverage which will take effect after Total Performance.
 - (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 in the amount of 100% of the total contract price, written in the joint name of the Contractor, East Elmwood Community Centre, The City of Winnipeg and The Government of Manitoba.
 - (d) an all risks equipment breakdown insurance policy, for the full replacement cost of mechanical and electrical equipment, transformers, electrical switch gears, motors, compressors, and miscellaneous electrical apparatus, as applicable written in the joint name of the Contractor, East Elmwood Community Centre, The City of Winnipeg and the Government of Manitoba.
- D9.2 Should the Contractor hire a Subcontractor who is a consultant (herein referred to as a Subconsultant) to work on the Project, the Subconsultant shall provide Professional Errors and Omissions Liability Insurance in an amount not less than \$1,000,000 per claim and \$1 000,000 in the aggregate. The Subconsultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twenty-four (24) months after total performance or shall be endorsed to allow for a twenty-four (24) month claim reporting period after Total Performance.
- D9.3 The Contractor and Subconsultant 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.
- D9.4 The Contractor and Subconsultant 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.
- D9.5 Deductibles shall be borne by the Contractor or the Sub-Consultants.
- D9.6 All policies shall be taken out with insurers licenced to and carrying on business in the Province of Manitoba.

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 in Form I: Detailed Prices. The detailed prices must be consistent with the price(s) provided in the Contractor 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:
 - (i) evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
 - (ii) evidence of the workers compensation coverage specified in 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 Prices list 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 not commence the Work on the Site before the award of this Contract.

D13.4 The City intends to award this Contract by February 17, 2014.

D13.4.1 If the actual date of award is later than the intended date, the dates specified for 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 December 8, 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 December 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 (\$250.00) 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 20 – Sodding.
- (b) Maintenance of landscaped areas as specified in Section 32 93 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 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 B11.4, 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 B11.4

MEASUREMENT AND PAYMENT

D21. INVOICES

D21.1 Further to C12, the Contractor shall submit an invoice for each portion of Work performed. 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: CityWpgAP@winnipeg.ca

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 B8.5.

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.

D23. BUILDING MANITOBA FUND

D23.1 Funding for the East Elmwood Community Centre Project is being provided to the City of Winnipeg by the Government of Manitoba ("Manitoba"). As required by the City's funding agreements with Manitoba, the Contractor must:

- (a) properly account for the services or goods provided by the Contractor to the City in relation to the Project and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, as applicable, applied on a consistent basis;
- (b) preserve all accounting records, financial documents, copies of contracts with other parties and other records relating to the Project until at least six (6) years after the date on which the Project was completed;
- (c) keep available for inspection and audit at all reasonable times during the Project and until at least six (6) years after the date on which the Project was completed, all records, documents and contracts referred to in this D23 Clause, for inspection and audit by Manitoba and their respective representatives and auditor and to produce them on demand; to provide reasonable facilities for such inspections and audits, to provide copies of and extracts from such records, documents or contracts upon request by the City, Manitoba or their respective representatives or auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City, Manitoba or their respective representatives or auditors, from time-to-time;
- (d) if The Lobbyists Registration Act (Manitoba) applies to the Contractor, represent and warrant that the Contractor has filed a return and is registered and in full compliance with the obligations of that Act, and a covenant that the Contractor will continue to comply for the duration of its contract with the City;
- (e) comply with all applicable legislation and standards, whether federal, provincial or municipal, including (without limitation) labour, environmental and human right laws, in the course of providing the goods and services;
- (f) indemnify and save Manitoba and each of their respective Ministers, officers, servants, employees and agents harmless from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from the contract or from the goods or services provided, or required to be provided, by the Contractor, except those resulting from the negligence of any of Manitoba's Ministers, officers, servants, employees or agents, as the case may be;
- (g) consent to the City providing a copy of the Contract to Manitoba and its agents upon a request from Manitoba;
- (h) consent to the City carrying out inspections and audits of the Project and of the accounts and records of the Contractor and providing Manitoba and its agents with the results of the City's inspections and audits of the Work and of the Contractor's accounts and records.
- (i) comply with the provision that nothing in the Contract between the Contractor and the City authorizes the Contractor to enter into a Contract on behalf of Manitoba, to act as Manitoba's agent or to otherwise obligate Manitoba.

WARRANTY

D24. WARRANTY

- D24.1 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.
- D24.1.1 For the purpose of Performance Security, the warranty period shall be one (1) year.
- D24.2 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.
- D24.2.1 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. 748-2013

EAST ELMWOOD COMMUNITY CENTRE REDEVELOPMENT PROJECT, 490 KEENLEYSIDE STREET

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**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. 748-2013

EAST ELMWOOD COMMUNITY CENTRE REDEVELOPMENT PROJECT, 490 KEENLEYSIDE STREET

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

This credit is subject to the Uniform Customs and Practice for Documentary Credit (2007 Revision), International Chamber of Commerce Publication Number 600.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM I: PRICES
 (See D11)

EAST ELMWOOD COMMUNITY CENTRE REDEVELOPMENT PROJECT, 490 KEENLEYSIDE STREET

UNIT PRICES

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1.	Division 01 – General					
2.	Payment Procedures for Testing Laboratory Services	01 29 83				
3.	Temporary Barriers and Enclosures	01 56 00				
4.	Temporary Tree and Plant Protection	01 56 39				
5.	Waste Management and Disposal	01 74 19				
6.	General Commissioning Requirements	01 91 13				
7.	Division 02 - Existing Conditions					
8.	Site Carpentry	02 09 45				
9.	Selective Site Demolition	02 41 13				
10.	Division 03 - Concrete					
11.	Concrete Forming and Accessories	03 10 00				
12.	Concrete Reinforcing	03 20 00				
13.	Cast-in-Place Concrete	03 30 00				
14.	Site Works CIP Concrete	03 30 01				
15.	Concrete Finishing	03 35 00				
16.	Precast Concrete Splash Blocks	03 48 16				
17.	Division 04 - Masonry					
18.	Masonry for Minor Works	04 04 99				
19.	Common Work Results for Masonry	04 05 00				
20.	Masonry Veneer	04 26 13				
21.	Division 05 - Metals					
22.	Structural Steel for Buildings	05 12 23				
23.	Steel Joist Framing	05 21 00				
24.	Steel Decking	05 31 00				
25.	Metal Fabrications	05 50 00				
26.	Metal Stairs and Ladders	05 51 29				
27.	Division 06 – Wood, Plastics and Composites					

FORM I: PRICES
 (See D11)

EAST ELMWOOD COMMUNITY CENTRE REDEVELOPMENT PROJECT, 490 KEENLEYSIDE STREET

UNIT PRICES

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
28.	Rough Carpentry	06 10 00				
29.	Gypsum Sheathing	06 16 43				
30.	Cementitious Sheathing	06 16 63				
31.	Glued-Laminated Construction	06 18 00				
32.	Finish Carpentry	06 20 00				
33.	Architectural Woodwork	06 40 00				
34.	Plastic Laminate Finishes	06 47 00				
35.	Division 07 – Thermal and Moisture Protection					
36.	Bituminous Damp Proofing	07 11 13				
37.	Board Insulation	07 21 13				
38.	Blanket Insulation	07 21 16				
39.	Low Expanding Foam Sealant	07 21 20				
40.	Vapour Retarders	07 26 00				
41.	Air Barriers	07 27 00				
42.	Fiber-Cement Siding	07 46 46				
43.	Modified Bituminous Membrane Roofing	07 52 00				
44.	Sheet Metal Flashing and Trim	07 62 00				
45.	Panel Trim Accessories	07 60 00.01				
46.	Roof Specialties	07 71 00				
47.	Roof Hatches	07 72 33				
48.	Fire Stopping	07 84 00				
49.	Joint Sealants	07 92 00				
50.	Division 08 – Openings					
51.	Metal Doors and Frames	08 10 00				
52.	Aluminum Doors and Frames	08 11 16				
53.	Wood Doors	08 14 16				
54.	Access Doors	08 31 13				
55.	Coiling Counter Doors	08 33 13				

FORM I: PRICES
 (See D11)

EAST ELMWOOD COMMUNITY CENTRE REDEVELOPMENT PROJECT, 490 KEENLEYSIDE STREET

UNIT PRICES

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
56.	Sectional Doors	08 36 13				
57.	Aluminum Framed Entrances and Storefronts	08 41 13				
58.	Cabinet and Miscellaneous Hardware	08 70 05				
59.	Door Hardware	08 71 00				
60.	Glazing	08 80 00				
61.	Division 09 – Finishes					
62.	Gypsum Board Assemblies	09 21 16				
63.	Non-Structural Metal Framing	09 22 16				
64.	Acoustical Ceilings	09 51 00				
65.	Acoustical Suspension	09 53 00.01				
66.	Resilient Base and Accessories	09 65 13				
67.	Resilient Sheet Flooring	09 65 16				
68.	Resilient Tile Flooring	09 65 19				
69.	Resilient Rubber Tile Flooring	09 65 19.33				
70.	Resilient Athletic Flooring	09 65 66				
71.	Exterior Painting	09 91 13				
72.	Interior Painting	09 91 23				
73.	Graffiti Resistant Coatings	09 96 23				
74.	Division 10 - Specialties					
75.	Building Signage	10 14 10				
76.	Barrier-Free Signage	10 14 67				
77.	Phenolic Core Toilet Compartments	10 21 13.17				
78.	Washroom Accessories	10 28 13				
79.	Fire Extinguishers	10 44 16				
80.	Division 11 - Equipment					
81.	Maintenance Equipment	11 24 00				
82.	Facility Fall Protection	11 24 29				
83.	Appliances	11 31 00				

FORM I: PRICES
 (See D11)

EAST ELMWOOD COMMUNITY CENTRE REDEVELOPMENT PROJECT, 490 KEENLEYSIDE STREET

UNIT PRICES

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
84.	Gymnasium Equipment	11 66 23				
85.	Division 12 - Furnishings					
86.	Entrance Floor Grids	12 48 23				
87.	Manual Roller Shades	12 49 20				
88.	Plumbing	Division 22				
89.	HVAC	Division 23				
90.	Electrical	Division 26				
91.	Communication	Division 27				
92.	Electronic Safety and Security	Division 28				
93.	Division 31 - Earthwork					
94.	Rough Grading	31 22 13				
95.	Excavation, Trenching and Backfilling	31 23 10				
96.	Stone Rip-Rap	31 37 00				
97.	Subgrade Drainage	31 37 50				
98.	Pile Foundations, General Requirements	31 61 13				
99.	Bored Concrete Piles	31 63 23				
100.	Division 32 – Exterior Improvements					
101.	Pavement Cleaning and Marking Removal	32 01 11.01				
102.	Aggregate Base Courses	32 11 23				
103.	Asphalt Paving	32 12 16				
104.	Pavement Markings	32 17 23				
105.	Tactile Warning Surfaces	32 17 26				
106.	Chain Link Fences and Gates	32 31 13				
107.	Exterior Site Furnishings	32 37 00				
108.	Exterior Site Signage	32 37 05				
109.	Topsoil & Finish Grading	32 91 19				
110.	Mechanical Seeding	32 92 19.13				

FORM I: PRICES
 (See D11)

EAST ELMWOOD COMMUNITY CENTRE REDEVELOPMENT PROJECT, 490 KEENLEYSIDE STREET

UNIT PRICES

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
111.	Sodding	32 92 20				
112.	Trees, Shrubs and Ground Covers	32 93 10				
113.	Landscape Maintenance	32 93 11				
114.	Division 33 - Utilities					
115.	Municipal Services	33 00 00				
116.	Foundation Drainage	33 46 13				
117.						
118.	Applicable MRST (PST)		LS	1		
TOTAL BID PRICE (GST extra) (in figures) \$ _____ _____ _____						

 Name of Bidder

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 <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
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Division 01	General Requirements
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01 11 00	Summary of Work
01 14 00	Work Restrictions
01 29 83	Payment Procedures for Testing Laboratory Services
01 31 00	Project Management and Coordination
01 32 16	Construction Progress Schedules
01 33 00	Submittal Procedures
01 35 20	LEED Sustainable Requirements
01 35 29	Health and Safety Requirements
01 35 43	Environmental Procedures
01 41 00	Regulatory Requirements
01 42 00	References
01 45 00	Quality Control
01 51 00	Temporary Utilities
01 52 00	Construction Facilities
01 56 00	Temporary Barriers and Enclosures
01 56 15	Temporary Indoor Air Quality
01 56 39	Temporary Tree and Plant Protection
01 57 13	Temporary Erosion and Sediment Control
01 61 00	Common Product Requirements
01 73 03	Execution Requirements
01 74 11	Cleaning
01 74 19	Waste Management and Disposal
01 77 00	Closeout Procedures
01 78 00	Closeout Submittals
01 91 13	General Commissioning Requirements

Division 02	Existing Conditions
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02 09 45	Site Carpentry
02 41 13	Selective Site Demolition

Division 03	Concrete
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03 10 00	Concrete Forming and Accessories
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03 20 00	Concrete Reinforcing
03 30 00	Cast-in-Place Concrete
03 30 01	Site Works CIP Concrete
03 35 00	Concrete Finishing
03 48 16	Precast Concrete Splash Blocks

Division 04 Masonry

04 04 99	Masonry for Minor Works
04 05 00	Common Work Results for Masonry
04 26 13	Masonry Veneer

Division 05 Metals

05 12 23	Structural Steel for Buildings
05 21 00	Steel Joist Framing
05 31 00	Steel Decking
05 50 00	Metal Fabrications
05 51 29	Metal Stairs and Ladders

Division 06 Wood, Plastics and Composites

06 10 00	Rough Carpentry
06 16 43	Gypsum Sheathing
06 16 63	Cementitious Sheathing
06 18 00	Glued-Laminated Construction
06 20 00	Finish Carpentry
06 40 00	Architectural Woodwork
06 47 00	Plastic Laminate Finishes

Division 07 Thermal and Moisture Protection

07 11 13	Bituminous Damp Proofing
07 21 13	Board Insulation
07 21 16	Blanket Insulation
07 21 20	Low Expanding Foam Sealant
07 26 00	Vapour Retarders
07 27 00	Air Barriers
07 46 46	Fiber-Cement Siding
07 52 00	Modified Bituminous Membrane Roofing
07 62 00	Sheet Metal Flashing and Trim
07 62 00.01	Panel Trim Accessories
07 71 00	Roof Specialties
07 72 33	Roof Hatches
07 84 00	Fire Stopping
07 92 00	Joint Sealants

Division 08 Openings

08 10 00	Metal Doors and Frames
08 11 16	Aluminum Doors and Frames
08 14 16	Wood Doors
08 31 13	Access Doors
08 33 13	Coiling Counter Doors
08 36 13	Sectional Doors
08 41 13	Aluminum Framed Entrances and Storefronts
08 70 05	Cabinet and Miscellaneous Hardware
08 71 00	Door Hardware
08 80 00	Glazing

Division 09

Finishes

09 21 16	Gypsum Board Assemblies
09 22 16	Non-Structural Metal Framing
09 51 00	Acoustical Ceilings
09 53 00.01	Acoustical Suspension
09 65 13	Resilient Base and Accessories
09 65 16	Resilient Sheet Flooring
09 65 19	Resilient Tile Flooring
09 65 19.33	Resilient Rubber Tile Flooring
09 65 66	Resilient Athletic Flooring
09 91 13	Exterior Painting
09 91 23	Interior Painting
09 96 23	Graffiti Resistant Coatings

Division 10

Specialties

10 14 10	Building Signage
10 14 67	Barrier-Free Signage
10 21 13.17	Phenolic Core Toilet Compartments
10 28 13	Washroom Accessories
10 44 16	Fire Extinguishers

Division 11

Equipment

11 24 00	Maintenance Equipment
11 24 29	Facility Fall Protection
11 31 00	Appliances
11 66 23	Gymnasium Equipment

Division 12

Furnishings

12 48 23	Entrance Floor Grids
12 49 20	Manual Roller Shades

Division 21

Fire Suppression

21 05 01	Common Work Results for Mechanical
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Division 22

Plumbing

22 08 00	Commissioning of Plumbing
22 10 10	Plumbing Pumps
22 11 16	Domestic Water Piping
22 13 18	Drainage Waste and Vent Piping
22 30 05	Domestic Water Heaters
22 42 03	Commercial Washroom Fixtures

Division 23

HVAC

23 01 31	Air Duct Cleaning for HVAC
23 05 05	Installation of Pipework
23 05 29	Hangers and Supports for HVAC Piping and Equipment
23 05 54	Mechanical Identification
23 05 93	Testing, Adjusting and Balancing for HVAC
23 07 13	Duct Insulation
23 07 15	Thermal Insulation for Piping
23 08 00	Commissioning of HVAC
23 09 33	Electric and Electronic Control System for HVAC
23 11 23	Facility Natural Gas Piping

23 23 00	Refrigerant Piping
23 31 14	Metal Ducts - Low Pressure to 500 Pa
23 33 00	Air Duct Accessories
23 33 14	Dampers – Balancing
23 33 16	Dampers – Fire
23 33 46	Flexible Ducts
23 34 00	HVAC Fans
23 36 00	Air Terminal Units
23 37 13	Diffusers, Registers and Grilles
23 37 20	Louvers, Intakes and Vents
23 65 10	Condensers, Coolers and Cooling Towers
23 72 00	Air to Air Energy Recovery Equipment
23 73 11	Air Handling Units - Packages
23 82 39	Unit Heaters

Division 25

Integrated Automation

25 08 00	Commissioning of Direct Digital Controls (DDC)
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Division 26

Electrical

26 05 01	Common Work Results - Electrical
26 05 20	Wire Box Connectors 0-1000 V
26 05 21	Wire and Cables 0-1000 V
26 05 28	Grounding - Secondary
26 05 29	Hangers and Supports for Electrical Systems
26 05 31	Splitter, Junction, Pull Boxes and Cabinets
26 05 32	Outlet Boxes, Conduit Fastenings and Conduit Fittings
26 05 34	Conduits, Conduit Fastenings and Conduit Fittings
26 05 80	Fractional Horsepower Motors
26 05 81	Motors 1 to 200 HPKW to 149 KW to 600 V
26 08 00	Commissioning of Electrical Systems
26 09 24	Lighting Control Devices – Low Voltage
26 20 20	Variable Frequency Drives
26 24 17	Panelboards
26 27 16	Electrical Cabinets and Enclosures
26 28 20	GFCI – Class “A”
26 28 21	Moulded Case Circuit Breakers
26 28 23	Disconnect Switches – Fused and Non-Fused
26 29 10	Motor Starters to 600 V
26 50 00	Lighting
26 52 01	Emergency Lighting
26 53 00	Exit Signs

Division 27

Communication

27 10 05	Structured Cabling for Communications
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Division 28

Electronic Safety and Security

28 31 01	Fire Alarm Systems
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Division 31

Earthwork

31 22 13	Rough Grading
31 23 10	Excavation, Trenching and Backfilling
31 37 00	Stone Rip-Rap
31 37 50	Subgrade Drainage
31 61 13	Pile Foundations, General Requirements
31 63 23	Bored Concrete Piles

Division 32

Exterior Improvements

32 01 11.01	Pavement Cleaning and Marking Removal
32 11 23	Aggregate Base Courses
32 12 16	Asphalt Paving
32 17 23	Pavement Markings
32 17 26	Tactile Warning Surfaces
32 31 13	Chain Link Fences and Gates
32 37 00	Exterior Site Furnishings
32 37 05	Exterior Site Signage
32 91 19	Topsoil & Finish Grading
32 92 19.13	Mechanical Seeding
32 92 20	Sodding
32 93 10	Trees, Shrubs and Ground Covers
32 93 11	Landscape Maintenance

Division 33

Utilities

33 00 00	Municipal Services
33 46 13	Foundation Drainage

Drawing No.

Drawing Name/Title

Architectural

A000	Cover Sheet
A001	Wall Types & General Notes
A100	Site Plan
A101	Foundation Plan
A102	Main Floor Plan
A103	Roof Plan
A121	Mezzanine & Large Scale Plans
A122	Large Scale Plans
A151	Reflected Ceiling Plan
A201	Exterior Elevations
A301	Building Sections
A401	Wall Sections
A402	Wall Sections
A403	Stair Plans, Elevations & Details
A501	Plan Details
A502	Plan Details & Section Details
A503	Plan Details & Section Details
A551	Section Details
A552	Section Details
A553	Section Details
A554	Section Details
A555	Section Details
A556	Section Details
A557	Section Details
A558	Signage Details
A559	Plan and Section Details
A701	Interior Elevations
A702	Interior Elevations
A703	Interior Elevations
A704	Interior Elevations
A801	Millwork Details
A802	Millwork Details
A803	Millwork Details
A804	Millwork Details

A805	Millwork Details
A901	Room Schedule
A902	Door & Frame Schedule
A903	Window Schedule

Structural

S001	Notes
S101	Foundation Plan
S102	Main Floor Framing Plan
S103	Mezzanine Framing Plan
S104	Low Roof Framing Plan
S105	High Roof Framing Plan
S201	Structural Building Sections
S202	Structural Elevations
S203	Structural Elevations
S204	Structural Elevations
S205	Structural Elevations
S206	Structural Elevations
S501	Details
S502	Sections & Details
S551	Sections & Details
S552	Sections
S553	Sections
S554	Sections & Details
S555	Sections & Details

Mechanical

M101	Main Floor Plan Plumbing
M102	Mezzanine Floor Plan Plumbing
M103	Main Floor Plan Hvac
M104	Mezzanine Floor Plan Hvac
M105	Mechanical Roof Drain Plan
M301	Domestic Water Piping Schematic
M302	Sections & Details Sheet 1 of 2
M303	Sections & Details Sheet 2 of 2
M304	Gas Piping Schematic
M501	Controls Schematics 1 of 2
M502	Controls Schematics 2 of 2

Electrical

E001	Legend/Loads & Single Line
E100	Electrical Site Plan
E101	Electrical Site Plan Details
E200	Power & Systems Main Floor Plan
E201	Lighting Main Floor Plan
E202	Power & Systems Mezzanine
E300	Schedules Sheet 1
E301	Schedules Sheet 2
E302	Schedules Sheet 3
E303	Details And Fire Alarm Riser

Civil

C01	Site Services
C02	Site Grading

Landscape

L101	Demolition Removals & Tree Protection Plan
L102	Landscape Site Plan
L103	Layout Plan
L104	Planting Plan
L105	Landscape Construction Details
L106	Landscape Construction Details
L107	Landscape Construction Details

E2. SOILS INVESTIGATION REPORT

- E2.1 Further to C3.1, See Appendix A - Geotechnical Report as prepared by KGS Group Consulting Engineers, dated September 13, 2013.

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 of 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.