



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 1044-2016**

**SEVEN OAKS POOL RENOVATION AND ADDITION**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SEVEN OAKS POOL RENOVATION AND ADDITION

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is **12:00 noon Winnipeg time, January 13, 2017.**

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, a Site meeting will be held at **1:30PM, on January 4th, 2017** to provide Bidders access to the Site.

B3.2 The Bidder is advised that they should attend to familiarize themselves with the site, existing building, proposed new addition location, extent of renovation area, existing services, and any visible conditions that may be affected by the proposed Work.

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

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B5. 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/bidopp.asp>

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 10 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, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be 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 B17.
- 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.

## **B8. BID COMPONENTS**

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices;
  - (c) Bid Security;
    - (i) Form G1: Bid Bond and Agreement to Bond, or  
Form G2: Irrevocable Standby Letter of Credit and Undertaking, or  
a certified cheque or draft;
- 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 shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B8.4.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid.
- B8.5 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.6 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 B17.1(a).
- B8.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.8 Bids shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor

Winnipeg MB R3B 1J1

**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 12 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/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 and the corporate seal, if the corporation has one, should be affixed;
  - (d) if the Bidder is carrying on business under a name other than his/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.
- B9.5 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.
- B10.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B11. DISCLOSURE**

- B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B11.2 The Persons are:

- (a) Western Recreation & Development Inc.
  - (i) Provided design drawings and specifications for splash pad play structure, spray toys and all associated pool equipment as per drawings SP-1 – SP-4.

## **B12. QUALIFICATION**

### **B12.1 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.

### **B12.2 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>

### **B12.3 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);
- (d) Upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F -

### **B12.4 Further to B12.3(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 copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued 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 copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (c) 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/>.)

### **B12.5 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.**

### **B12.6 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.**



### **B13. BID SECURITY**

B13.1 The Bidder shall provide bid security in the form of:

- (a) a bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
- (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, and undertaking issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form included in the Bid Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or
- (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.

B13.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.

B13.1.2 All signatures on bid securities shall be original.

B13.1.3 The Bidder shall sign the Bid Bond.

B13.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.

B13.2 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

B13.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B13.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.

B13.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.

B13.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Bid Opportunity.

### **B14. OPENING OF BIDS AND RELEASE OF INFORMATION**

B14.1 Bids will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Division, or in such other office as may be designated by the Manager of Materials.

B14.1.1 Bidders or their representatives may attend.

B14.1.2 Bids determined by the Manager of Materials, or his/her designate, to not include the bid security specified in B13 will not be read out.

B14.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices 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/matmgf/>

B14.3 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/matmgf/>

B14.4 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.

#### **B15. IRREVOCABLE BID**

B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.

B15.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid.

#### **B16. WITHDRAWAL OF BIDS**

B16.1 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.

B16.1.1 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.

B16.1.2 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 12 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B16.1.3 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 12 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Bid withdrawn.

B16.2 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 B15.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

#### **B17. EVALUATION OF BIDS**

B17.1 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 B12 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

B17.2 Further to B17.1(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.

B17.3 Further to B17.1(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.

B17.4 Further to B17.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices.

## **B18. AWARD OF CONTRACT**

B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B18.2 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.

B18.2.1 Without limiting the generality of B18.2, 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.

B18.3 The Work of this Contract is contingent upon Council approval of sufficient funding in the 2016 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.

B18.4 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 B17.

B18.4.1 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.

## **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](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 650 square meter (6,997 sq. ft.) new Splash Pad/Wading Pool/Viewing Lobby/Entrance addition plus approx. 510 square meter (5,490 sq. ft.) renovations to an existing City of Winnipeg owned facility (Seven Oaks Pool), as described in the Contract Drawings and Specifications. Renovated areas include Reception, Office, Main Lobby, Universal Change Rooms and Shower Room, Male Change Area, and Female Change Area. The structure of the new addition is proposed as steel frame with acoustic metal decking, on reinforced CIP concrete foundation walls, with a reinforced structural concrete slab (over crawlspace), supported by precast concrete piles. Main exterior finishes proposed are: prefinished metal roofing/cladding, SBS roofing, exterior masonry veneer, and prefinished aluminum curtain wall. Only the 'Addition' portion of this project is targeted for LEED Silver certification.

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

- (a) Excavation, Trenching, and Backfill for foundation, crawlspace, and utility connections
- (b) Precast concrete piles
- (c) Cast-in-place reinforced concrete foundation and slab system
- (d) Structural steel framing
- (e) Metal decking
- (f) Air/vapour barrier envelope, thermal Insulation, curtain wall, windows/doors, and glazing
- (g) Exterior finishes and roofing/cladding
- (h) Mechanical systems (HVAC, plumbing, controls, and coordination with Pool equipment)
- (i) Splash pad and Pool equipment
- (j) Electrical systems
- (k) Interior finishing including doors, glazing, and specialities
- (l) Landscaping and fence enclosure around Dehumidifier unit

#### D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is Prairie Architects Inc., represented by:

Damien Fenez  
Architect

Telephone No. 204 956.0938

Email Address [damien@prairiearchitects.ca](mailto:damien@prairiearchitects.ca)

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

#### **D4. CONTRACTOR'S SUPERVISOR**

D4.1 At the pre-construction meeting, the Contractor shall identify his/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 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

**D6.5 Bids Submissions must not be submitted to the above facsimile numbers. Bids must be submitted in accordance with B8.**

#### **D7. FURNISHING OF DOCUMENTS**

D7.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Bid Opportunity. If the Contractor requires additional sets of the Bid Opportunity, they will be supplied to him at cost.

## **SUBMISSIONS**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D9. SAFE WORK PLAN**

D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

### **D10. INSURANCE**

D10.1 The Contractor shall provide and maintain the following insurance coverage at all times during the Performance of the Work and until the Date of Total Performance:

- (a) Wrap Up Liability insurance in an amount of no less than five million dollars (\$5,000,000) inclusive per occurrence written in the name of the Contractor, sub-contractors, Consultants, sub-consultants and The City of Winnipeg, covering bodily injury, personal injury, property damage and products and completed operations consistent with industry standard insurance policy wordings. Wrap Up Liability Policy to include coverage for damage to existing structures, and contractual liability, unlicensed motor vehicle liability, cross liability, and 24 months completed operations.
- (b) All risks course of construction insurance, including testing and commissioning, in the amount of 100% of the total contract price, written in the name of the Contractor, sub-contractors and The City of Winnipeg, policy to remain in place at all times during the performance of the Work and until the date of Total Performance.
- (c) Automobile Liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000).
- (d) An all risks property insurance policy to cover all equipment and tools that may be owned, rented, leased or borrowed to be used in conjunction with the scope of the Work.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

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

D10.5 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

## **D11. PERFORMANCE SECURITY**

- D11.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
  - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
  - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D11.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D11.2 If the bid security provided in his/her Bid was not a certified cheque or draft pursuant to B13.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

## **D12. DETAILED PRICES**

- D12.1 The Contractor shall provide the Contract Administrator with a detailed price breakdown (Form I: Detailed Prices) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D12.2 The Contractor shall state a price for each item or sub-item of the Work identified on Form I: Detailed Prices. The detailed prices must be consistent with the price(s) provided in the Contractor's Bid.

## **D13. SUBCONTRACTOR LIST**

- D13.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

## **D14. EQUIPMENT LIST**

- D14.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

## **D15. DETAILED WORK SCHEDULE**

- D15.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- (a) a critical path method (C.P.M.) schedule for the Work;
  - (b) a Gantt chart for the Work based on the C.P.M. schedule; and



- (c) a daily manpower schedule for the Work all acceptable to the Contract Administrator.
- D15.2 Further to D15.1(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:
- D15.3 Further to D15.1(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.
- D15.4 Further to D15.1(c), the daily manpower schedule shall list the daily number of individuals on the Site for each trade.

## **SCHEDULE OF WORK**

### **D16. COMMENCEMENT**

- D16.1 The Contractor shall not commence any Work until he/she is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.
- D16.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D8;
    - (ii) evidence of the workers compensation coverage specified in C6.15;
    - (iii) the Safe Work Plan specified in D9;
    - (iv) evidence of the insurance specified in D10;
    - (v) the performance security specified in D11;
    - (vi) the detailed prices specified in D12;
    - (vii) the Subcontractor list specified in D13;
    - (viii) the equipment list specified in D14; and
    - (ix) the detailed work schedule specified in D15.
  - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator.
- D16.3 The Contractor shall not commence the Work on the Site before closure of the existing pool facility on **March 20, 2017**.
- D16.4 The City intends to award this Contract by **February 27, 2017**.
- D16.4.1 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.

### **D17. WORKING DAYS**

- D17.1 Further to C1.1(jj), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.
- D17.2 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.

- D17.3 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.
- D17.4 The Contract Administrator will furnish the Contractor with a daily record for each major type of work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged. This report is to be signed each day by an authorized representative of the Contractor.

#### **D18. SUBSTANTIAL PERFORMANCE**

- D18.1 The Contractor shall achieve Substantial Performance by **March 30, 2018**.
- D18.2 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.
- D18.3 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.

#### **D19. TOTAL PERFORMANCE**

- D19.1 The Contractor shall achieve Total Performance by **April 30, 2018**.
- D19.2 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.
- D19.3 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.

#### **D20. LIQUIDATED DAMAGES**

- D20.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City five hundred dollars (\$500.00) per Calendar Day, following the day fixed herein for Substantial Performance during which such failure continues.
- D20.2 The amount specified for liquidated damages in D20.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D20.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

#### **D21. SCHEDULED MAINTENANCE**

- D21.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Landscape Maintenance Section 329345;
  - (b) Sodding, Section 329223;
  - (c) Trees, Shrubs, and Groundcover, Section 329300.

- D21.2 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**

### **D22. JOB MEETINGS**

- D22.1 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.
- D22.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

### **D23. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D23.1 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).

### **D24. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

- D24.1 Further to B12.4, 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 B12.4.

## **MEASUREMENT AND PAYMENT**

### **D25. INVOICES**

- D25.1 Further to C12, the Contractor shall submit a monthly invoice for each portion of Work performed :

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](mailto:CityWpgAP@winnipeg.ca)

- D25.2 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.

D25.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

**D25.4 Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

**D26. PAYMENT**

D26.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**D27. PAYMENT SCHEDULE**

D27.1 Refer to C12, General Condition for Construction.

**WARRANTY**

**D28. WARRANTY**

D28.1 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.

D28.1.1 For the purpose of Performance Security, the warranty period shall be one (1) year.

D28.2 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.

D28.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

**FORM H1: PERFORMANCE BOND**  
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

\_\_\_\_\_ ,  
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

\_\_\_\_\_ dollars (\$\_\_\_\_\_.)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

BID OPPORTUNITY NO. 1044-2016

SEVEN OAKS POOL RENOVATION AND ADDITION

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 D11)

\_\_\_\_\_  
(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 1044-2016  
SEVEN OAKS POOL RENOVATION AND ADDITION

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: DETAILED PRICES**  
 (See D12)

SEVEN OAKS POOL RENOVATION AND ADDITION

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1.	HVAC	Div. 23				
2.	Controls	Div. 23				
3.	Fire Suppression	Div. 21				
4.	Plumbing	Div. 22				
5.	Electrical	Div 26/28				
6.	Structural steel	051200				
7.	Acoustic metal decking	053000				
8.	Metal decking	053100				
9.	Metal Fabrications	055000				
10.	Concrete	Div. 03				
11.	Masonry	Div. 04				
12.	Arch. Woodwork	064000				
13.	Glazing	088000				
14.	Doors and Hardware	080600 080671 087100				
15.	Gypsum Board & Steel Studs	092216 092900				
16.	Metal Roofing/Cladding	076120 074613				
17.	Alum. Curtain Wall/ Doors & Frames/Windows	081116 084413 084432 085113				
18.	Painting	099000				
19.	Miscellaneous Specialities	109900				
20.	Pedestrian Control Equipment	111210				
21.	Ceramic tile	093013				
22.	Fire Stop and Smoke Systems	078400				
23.	Rubber Safety Surfacing	327900				
24.	Aquatic Play Structures and Systems	116816				
25.	General Sitework	Div 31/32				



**FORM K: EQUIPMENT**  
(See D14)

SEVEN OAKS POOL RENOVATION AND ADDITION

<p>1. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>2. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>3. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

**FORM K: EQUIPMENT**  
(See D14)

SEVEN OAKS POOL RENOVATION AND ADDITION

<p>4. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>5. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>6. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

## 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>
--------------------------	----------------------------

#### NMS SPECIFICATIONS

##### DIVISION 01 – GENERAL REQUIREMENTS

011100	Summary of Work
012000	Project Meetings
013200	Construction Progress Documentation
013218	Construction Progress Schedules – Bar (Gantt) Chart
013300	Submittal Procedures
013530	Health & Safety Requirements
013535	Fire Safety
013543	Environmental Procedures
014100	Regulatory Requirements
014200	References
014500	Quality Control
014715	LEED Sustainable Requirements
015000	Project Sign
015100	Temporary Utilities
015200	Construction Facilities
015600	Temporary Barriers and Enclosures
016000	Basic Product Requirements
017100	Examination and Preparation
017329	Cutting and Patching
017400	Final Cleaning
017421	Construction/Demolition Waste Management
017700	Closeout Procedures
017800	Closeout Submittals
017900	Demonstration and Training
018100	Building Envelope Commissioning
019113	General Commissioning (Cx) Requirements

**DIVISION 03**

**CONCRETE**

031000 Concrete Forming  
032000 Concrete Reinforcing  
033000 Cast-In-Place Concrete  
034800 Concrete Specialties

**DIVISION 04**

**MASONRY**

040500 Masonry Procedures  
040513 Masonry Mortaring  
040523 Masonry Accessories  
042110 Brick Masonry  
042200 Concrete Masonry Units

**DIVISION 05**

**METALS**

051200 Structural Steel  
053000 Acoustic Metal Deck  
053100 Metal Deck  
054100 Structural Metal Stud Framing  
055000 Metal Fabrications

**DIVISION 06**

**WOOD**

061000 Rough Carpentry  
062000 Finish Carpentry  
064000 Architectural Woodwork

**DIVISION 07**

**THERMAL AND MOISTURE PROTECTION**

071113 Sheet Waterproofing  
072113 Board Insulation  
072116 Blanket Insulation  
072129 Sprayed Insulation - Polyurethane Foam  
072500 Vapour and Air Barriers  
074456 Mineral-Fiber Reinforced Cementitious Cladding  
074613 Preformed Metal Panels  
075350 Modified Bituminous Membrane Roofing  
076120 Prefinished Metal Roofing/Cladding  
076200 Sheet Metal Flashing and Trim  
078400 Fire and Smoke Stop System  
079200 Joint Sealants

**DIVISION 08**

**OPENINGS**

080600 Door and Hardware Schedule  
080671 Hardware Sets  
081100 Steel Doors and Frames  
081116 Aluminum Doors and Frames  
081400 Wood Doors  
084413 Glazed Aluminum Curtain Walls  
084500 Translucent Glazing Units  
085113 Aluminum Windows  
087120 Door Hardware  
088000 Glazing

**DIVISION 09**

**FINISHES**

090600	Room Finish Schedule
092216	Non-structural Steel Stud Framing
092900	Gypsum Board
093013	Ceramic Tile
095130	Acoustic Panel Ceilings
095423	Linear Metal Ceilings
096500	Resilient Flooring
099000	Painting

**DIVISION 10**

**MISCELLANEOUS SPECIALITIES**

109990	Miscellaneous Specialities
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**DIVISION 11**

**EQUIPMENT**

111210	Pedestrian Control Equipment
116816	Aquatic Play Structures and Systems

**DIVISION 21**

**FIRE SUPPRESSION**

210501	Common Work Results – Mechanical
211313	Wet Pipe Sprinkler Systems

**DIVISION 22**

**PLUMBING**

221010	Plumbing Pumps
221116	Domestic Water Piping
221318	Drainage Waste and Vent Piping Plastic
224201	Plumbing Specialities and Accessories
224203	Commercial Washroom Fixtures

**DIVISION 23**

**HVAC**

230131	Air Duct Cleaning for HVAC Systems
230501	Use of HVAC Systems During Construction
230505	Installation of Pipework
230519.01	Thermometers and Pressure Gauges Piping Systems
230523.01	Valves – Bronze
230529	Hangars and Supports for HVAC Piping and Equipment
230553.01	Mechanical Identification
230593	Testing, Adjusting, and Balancing for HVAC
230713	Duct Insulation
230715	Thermal Insulation for Piping
230801	Performance Verification Mechanical Piping Systems
230802	Cleaning and Start-Up of Mechanical Piping Systems
230933	Electronic Control System for HVAC
231123	Facility Natural Gas Piping
232113.02	Hydronic Systems: Steel
232114	Hydronic Specialities
232123	Hydronic Pumps
232300	Refrigerant Piping
233113.01	Metal Ducts – Low Pressure to 500 Pa
233300	Air Duct Accessories
233314	Dampers – Balancing
233316	Dampers – Fire
233346	Flexible Ducts

233400	HVAC Fans
233600	Air Terminal Units
233713	Diffusers, Registers and Grilles
235200	Heating Boilers
235501	Duct Heaters
235700	Heat Exchangers for HVAC
237200	Air-To-Air Energy Recovery Equipment
237311	Air Handling Units – Packaged
237400	Packaged Outdoor HVAC Equipment
238220	Forced Air Heaters

**DIVISION 26**

**ELECTRICAL**

260500	Common Work Electrical
260501	Mechanical Equipment Connections
260520	Wire Box Connectors
260521	Wire and Cables
260528	Grounding and Bonding
260529	Hangers Supports
260531	Spliters Junction Pull Boxes and Cabinets
260532	Outlet Boxes, Conduit Boxes and Fitting
260534	Conduits, Conduit Fastenings and Conduit Fittings
260536	Cable Tray
260544	Installation of Cables in Trenches and in Ducts
260943	Network Lighting Controls
261217	Dry Type Harmonic Mitigating Transformer
262401	Service Equipment
262402	Service Entrance Board
262413	Integrated Power Center
262416	Panelboards Breaker Type
262419	Motor Control Center
262716	Electrical Cabinets and Enclosures
262820	Ground Fault Circuit Interrupters – Class “A”
262821	Moulded Case Circuit Breakers
262823	Disconnect Switches – Fused and Non-fused
262910	Motor Starters to 600V

**DIVISION 27**

**COMMUNICATIONS**

270526	Grounding and Bonding for Communications
271005	Structured Cabling for Communications

**DIVISION 28**

**ELECTRONIC SAFETY AND SECURITY**

283110	Fire Alarm System
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**DIVISION 31**

**EARTHWORK**

311110	Clearing and Grubbing
312200	Site Grading
312333	Excavating, Trenching, and Backfilling
312513	Erosion and Sediment Control
316214	Precast Concrete Piles

**DIVISION 32**

**EXTERIOR IMPROVEMENTS**

321540	Crushed Stone Surfacing
321615	Concrete Walks, Curbs, and Gutters
323126	Wire Fences and Gates



323700	Site Furnishings
327100	Weeping Tile
327900	Rubber Safety Surfacing
329113	Topsoil and Finish Grading
329223	Sodding
329300	Trees, Shrubs, & Groundcovers
329345	Landscape Maintenance

Drawing No.  
SCHEDULES:

Drawing Name/Title

A0-00-R0	TITLE SHEET
A0-01-R0	SCHEDULES AND GENERAL NOTES
A0-02-R0	BUILDING CODE SUMMARY
SITE SURVEY-R0	PLAN OF TOPOGRAPHIC SURVEY

CIVIL:

C1-00-R0	MUNICIPAL UNDERGROUND SERVICES LAND DRAINAGE CONNECTION
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LANDSCAPE  
ARCHITECTURE:

L-001-R0	REMOVALS PLAN
L-002-R0	SITE PLAN
L-101-R0	SITE MATERIALS AND LAYOUT PLAN
L-102-R0	ENTRY PLAZA MATERIALS & PLANTING PLAN
L-103-R0	ENTRY PLAZA LAYOUT & GRADING PLAN
L-501-R0	DETAILS/SECTIONS
L-502-R0	DETAILS

ARCHITECTURAL:

A2-00-R0	DEMOLITION PLANS
A2-01-R0	BASEMENT FLOOR PLAN & DETAILS
A2-02-R0	MAIN FLOOR & ENLARGED FLOOR PLANS
A2-03-R0	ENLARGED FLOOR PLANS
A2-04-R0	MAIN FLOOR RCP & MEZZ PLAN
A2-05-R0	ROOF PLAN
A2-06-R0	MAIN FLOOR FINISHES PLAN
A3-01-R0	EXTERIOR ELEVATIONS
A3-02-R0	WINDOW SCHEDULE
A4-01-R0	BUILDING SECTIONS
A4-02-R0	WALL SECTIONS
A4-03-R0	WALL SECTIONS
A4-04-R0	WALL SECTIONS
A4-05-R0	WALL SECTIONS
A4-06-R0	WALL SECTIONS
A4-07-R0	WALL SECTIONS
A4-08-R0	WALL SECTIONS
A5-01-R0	SECTION DETAILS
A5-02-R0	SECTION DETAILS
A5-03-R0	SECTION DETAILS
A5-04-R0	SECTION DETAILS
A6-01-R0	PLAN DETAILS
A6-02-R0	PLAN DETAILS
A7-01-R0	INTERIOR ELEVATIONS
A7-02-R0	INTERIOR ELEVATIONS
A7-03-R0	INTERIOR ELEVATIONS
A8-01-R0	MILLWORK DETAILS RECEPTION DESK
A8-02-R0	MILLWORK DETAILS RECEPTION DESK

A8-03-R0 MILLWORK DETAILS

STRUCTURAL:

S-00-R0	GENERAL NOTES & SCHEDULES
S-01-R0	GENERAL NOTES & TYPICAL DETAILS
S-02-R0	BASEMENT & FOUNDATION FRAMING PLAN
S-03-R0	MAIN FLOOR FRAMING PLAN
S-04-R0	MEZZANINE FRAMING PLAN
S-05-R0	ROOF FRAMING PLAN
S-06-R0	BUILDING SECTIONS
S-07-R0	SECTIONS & DETAILS
S-08-R0	SECTIONS & DETAILS
S-09-R0	SECTIONS & DETAILS
S-10-R0	SECTIONS & DETAILS
S-11-R0	DETAILS

MECHANICAL:

M0-00-R0	DRAWING LIST & MASTER LEGEND
M1-00-R0	BASEMENT FLOOR PLAN – PLUMBING & HVAC DEMO
M1-01-R0	MAIN FLOOR PLAN – PLUMBING & HVAC DEMO
M1-02-R0	MEZZANINE FLOOR PLAN –HVAC DEMO
M1-03-R0	BASEMENT /MAIN FLOOR PLAN – FIRE PROTECTION DEMO
M2-00-R0	BASEMENT FLOOR PLAN – NEW PLUMBING
M2-01-R0	MAIN FLOOR PLAN – NEW PLUMBING
M2-02-R0	MECHANICAL ROOF PLAN NEW PLUMBING
M3-00-R0	BASEMENT FLOOR PLAN –NEW HVAC
M3-01-R0	MAIN FLOOR PLAN –NEW HVAC
M3-02-R0	MEZZANINE FLOOR PLAN – NEW HVAC
M3-03-R0	ROOF PLAN – NEW HVAC
M3-04-R0	ENLARGED MEZZANINE PLAN – NEW HVAC
M4-00-R0	BASEMENT FLOOR PLAN – NEW FIRE PROTECTION
M4-01-R0	MAIN FLOOR PLAN – NEW FIRE PROTECTION
M4-02-R0	MEZZANINE FLOOR PLAN – NEW FIRE PROTECTION
M5-00-R0	SECTIONS AND DETAILS
M5-01-R0	SECTIONS AND DETAILS
M5-02-R0	SECTIONS AND DETAILS
M6-00-R0	PLUMBING SCHEMATIC
M6-01-R0	PIPING SCHEMATICS
M6-02-R0	GAS PIPING SCHEMATIC
M6-03-R0	HVAC CONTROL SCHEMATIC

ELECTRICAL:

E0-00-R0	SYMBOL LEGEND AND DRAWING LIST
E0-01-R0	SINGLE LINE DIAGRAM - DEMOLITION
E0-02-R0	SINGLE LINE DIAGRAM & LOAD CALCULATIONS
E1-00-R0	CRAWLSPACE POWER & SYSTEMS – DEMO
E1-01-R0	MAIN FLOOR POWER & SYSTEMS – DEMO
E1-02-R0	MEZZANINE POWER & SYSTEMS – DEMO
E2-00-R0	CRAWLSPACE LIGHTING – DEMO
E2-01-R0	MAIN FLOOR LIGHTING – DEMO
E2-02-R0	MEZZANINE LIGHTING – DEMO
E3-00-R0	CRAWLSPACE POWER & SYSTEMS – NEW
E3-01-R0	MAIN FLOOR POWER & SYSTEMS – NEW
E3-02-R0	MEZZANINE POWER & SYSTEMS – NEW
E3-03-R0	ROOF PLAN – NEW
E4-00-R0	CRAWLSPACE LIGHTING – NEW
E4-01-R0	MAIN FLOOR LIGHTING – NEW
E4-02-R0	MEZZANINE LIGHTING – NEW
E5-00-R0	LUMINAIRE SCHEDULE

E5-01-R0	EQUIPMENT SCHEDULE
E5-02-R0	PANEL SCHEDULES & DETAILS
E6-00-R0	FIRE ALARM DETAILS
E6-01-R0	SCHEMATIC DIAGRAMS & DETAILS
E6-02-R0	FIRE ALARM RISER DIAGRAM

POOL  
EQUIPMENT:

SP-1-R0	POOL & SPRAY PAD PIPING
SP-2-R0	RESERVOIR SECTIONS & DATA
SP-3-R0	SPECIFICATION
SP-4-R0	SPECIFICATION

**E2. SOILS INVESTIGATION REPORT**

- E2.1 Further to C3.1, refer to "Geotechnical Report WX17599" by Amec Foster Wheeler Environment & Infrastructure, dated 06 April 2015, attached to the specification.

**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.

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
  - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
  - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home> .
- F1.2 The following is a link to information for obtaining the Criminal Record Search certificate including the Vulnerable Sector screening from the City of Winnipeg Police Service.  
[http://winnipeg.ca/police/pr/info\\_request.stm](http://winnipeg.ca/police/pr/info_request.stm)
- F1.2.1 The Criminal Record Search shall include a Vulnerable Sector Screening. This can be obtained by following the link below [http://winnipeg.ca/police/pr/info\\_request.stm](http://winnipeg.ca/police/pr/info_request.stm).
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.3 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.
- F1.4 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.5 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.
- F1.8 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.9 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.10 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

F1.11 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

