



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 578-2016**

**ROOF REPLACEMENT – MELROSE PARK COMMUNITY CENTRE – 480  
KIMBERLY**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 ROOF REPLACEMENT – MELROSE PARK COMMUNITY CENTRE – 480 KIMBERLY

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 26, 2016.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

B3.1 Further to C3.1, the Contract Administrator or an authorized representative will be available at the Site at 10:00 am on July 14, 2016 to provide Bidders access to the Site.

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

### **B4. ENQUIRIES**

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

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

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

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

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

### **B5. 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, 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 B16.
- 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;
- 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 B16.1(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.
- 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) N/A

## **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);

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

### **B13.1 Bids will not be opened publicly.**

### **B13.2 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/>

- B13.3 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/>
- B13.4 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.

#### **B14. IRREVOCABLE BID**

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B14.2 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.

#### **B15. WITHDRAWAL OF BIDS**

- B15.1 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.
- B15.1.1 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.
- B15.1.2 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.
- B15.1.3 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 B15.1.3(b), declare the Bid withdrawn.
- B15.2 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 B14.2 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.

#### **B16. EVALUATION OF BIDS**

- B16.1 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.

- B16.2 Further to B16.1(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.
- B16.3 Further to B16.1(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.
- B16.4 Further to B16.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices.

## **B17. AWARD OF CONTRACT**

- B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B17.2 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.
- B17.2.1 Without limiting the generality of B17.2, 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.
- B17.3 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 B16.
- B17.3.1 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.
- B17.4 Notwithstanding C4, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B17.5 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](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 Roof Replacement at 480 Kimberly Avenue, Melrose Park Community Centre.

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

- (a) Replace Roof in Areas A1 and B1
- (b) Replace Shingles in Area D1

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

D3.1 The Contract Administrator is:

Karl Bauch  
Building Systems Technician  
Telephone No. 204 794-4905  
Email Address kbauch@winnipeg.ca

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

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

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

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

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

## **D6. NOTICES**

- D6.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the facsimile number identified in D3.
- 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
- D6.1 Bids Submissions must not be submitted to the above facsimile numbers. Bids must be submitted in accordance with B8.**

## **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) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed

operations, to remain in place at all times during the performance of the Work and throughout the warranty period;

- (b) if applicable, 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;

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.

D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

## **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. SUBCONTRACTOR LIST**

D11.1 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**

### **D12. COMMENCEMENT**

D12.1 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.

D12.2 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; and
  - (vi) the Subcontractor list specified in D11.
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D12.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

### **D13. SUBSTANTIAL PERFORMANCE**

D13.1 The Contractor shall achieve Substantial Performance within thirty (30) consecutive Working Days of the commencement of the Work as specified in D12.

D13.2 When the Contractor or the Contract Administrator 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.

D13.3 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.

### **D14. TOTAL PERFORMANCE**

D14.1 The Contractor shall achieve Total Performance within thirty-five (35) consecutive Working Days of the commencement of the Work as specified in D12.

D14.2 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.

D14.3 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.

### **D15. LIQUIDATED DAMAGES**

D15.1 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 dollars (\$200) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.

D15.2 The amount specified for liquidated damages in D15.1 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.

D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **CONTROL OF WORK**

### **D16. JOB MEETINGS**

D16.1 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.

D16.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

### **D17. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D17.1 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).

### **D18. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D18.1 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**

### **D19. PAYMENT**

D19.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **WARRANTY**

### **D20. WARRANTY**

D20.1 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.

D20.1.1 For the purpose of Performance Security, the warranty period shall be one (1) year.

D20.2 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.

D20.2.1 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. 578-2016

ROOF REPLACEMENT – MELROSE PARK COMMUNITY CENTRE – 480 KIMBERLY

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. 578-2016

ROOF REPLACEMENT – MELROSE PARK COMMUNITY CENTRE – 480 KIMBERLY

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)



## 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>Drawing No.</u>	<u>Drawing Name/Title</u>
R-1	ROOF PLAN
D-1	ROOF DETAILS

#### E2. HAZARDOUS MATERIALS

- E2.1 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.

#### E3. SAFETY AND USE OF SITE AND PREMISES

- E3.1 Contractor shall observe and enforce all construction safety measures required by the Manitoba Building Code, Worker's Compensation Board, Municipal Statute and By-Laws. In the event of a conflict between any provisions of above authorities, the most restrictive provision shall apply.
- E3.2 The Contractor shall be registered with the Workers Compensation Board of Manitoba and shall provide and maintain workers compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.
- E3.3 Contractor shall comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials and regarding labeling and provision of Material Safety Data Sheets (MSDS) acceptable to Labour Canada.
- E3.3.1 Contractor shall provide the Contract Administrator with a copy of the 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.
- E3.3.2 Contractor shall maintain a binder of all MSDS used in this project. The binder shall be kept at the Work Site, and shall be accessible and available at all times.
- E3.4 Contractor shall be responsible for ensuring that no unauthorized persons enter the Work Area.
- E3.4.1 Ensure gates and fences are locked. Erect barriers or screens and post signs to warn, limit or direct traffic away or around work area as required.

- E3.5 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.
- E3.6 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.
- E3.7 Keep all fire lanes, egress, and access routes clear at all times. 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.
- E3.8 Contractor shall be responsible for taking steps to protect building staff and the public from any hazards related to the Work.

#### **E4. HOUSEKEEPING**

- E4.1 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.
- E4.2 Contractor shall take care to ensure that surrounding surfaces 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.
- E4.3 Contractor shall take particular care to ensure that no paint, dirt, debris or other materials falls into the pool tank or the water.
- E4.4 Contractor shall maintain the Work area in a tidy condition, and free from the accumulation of waste products and debris.
- E4.5 Remove combustible rubbish materials and empty paint cans each day, and safely dispose of same in accordance with the requirements of the Authorities Having Jurisdiction.
- E4.6 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.

#### **E5. QUALITY OF WORK**

- E5.1 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.
- E5.2 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.
- E5.3 Decisions as to standard or fitness of Quality of Work in cases of dispute rest solely with Contract Administrator, whose decision is final.
- E5.4 Repainted surfaces that are rejected by the Contract Administrator shall be made good at the expense of the Contractor. Small affected areas may be touched up; large affected areas shall be repainted. Runs, sags or damaged paint shall be removed by scraper or by sanding, prior to application of paint.

#### **E6. MATERIALS**

- E6.1 DIMENSIONAL LUMBER
  - (a) This shall be construction grade spruce of the dimensions as outlined under the Description of Work.

E6.2 PLYWOOD SHEATHING

- (a) This shall be 1/2" Standard Grade spruce plywood. Thickness is to be increased to 3/4" when installed over a concrete substrate.

E6.3 DRYWALL SHEATHING

- (a) This shall be 1/2" Dens-Deck as manufactured by Georgia Pacific.

E6.4 VAPOUR BARRIER

- (a) Soprema Sopralene 180 S/P 3.5mm; IKO Torchflex TP180 SF 3.0mm or approved equal in accordance with B7. (this is sanded side up for gluing insulation down)

E6.5 ROOFING INSULATION

- (a) Expanded Polystyrene Type II with a minimum slope and thickness's as indicated on the roof plan. This shall be as manufactured by Plastifab Ltd., Co-Star Innovations or approved equal in accordance with B7.
- (b) Soprema Sopra-ISO Plus polyisocyanurate insulation with acrylic facer, IKO Isotherm 3 or approved equal in accordance with B7. Thickness is as indicated on the roof plan.
- (c) Soprema Sopra-ISO polyisocyanurate insulation with fiberglass facer, IKO Isotherm or approved equal in accordance with B7. Thickness is as indicated on the roof plan.
- (d) Average R-value shall be increased as required to meet Manitoba Hydro PowerSmart requirements. The contractor is to be responsible for obtaining and filling in all appropriate PowerSmart forms. PowerSmart approval must be obtained before start of project.

E6.6 INSULATION ADHESIVE

- (a) Weather-Tite One Step Foamable adhesive as manufactured by Millennium Products incorporated. This is distributed by Roofmart and Soprema. Adhesive shall be applied to obtain a minimum 90 m.p.h. wind uplift rating or as otherwise indicated within the Description of Work.

E6.7 POURABLE SEALER

- (a) This is to be a two component pourable EPDM sealer.. This is to be used to fill all pitch boxes or as otherwise specified.

E6.8 COVER BOARD

- (a) This shall be 1" MonoBoard Plus as Manufactured by Roxul, SopraRock MD PLUS as manufactured by Soprema or approved equal in accordance with B7.

E6.9 MODIFIED BITUMEN MEMBRANE

- (a) Soprema Sopralene Flam 180 base sheet with a Sopralene Flam 250 Gr. cap sheet; IKO Torchflex 180 FF with an IKO Torchflex 250 cap.
- (b) Stripping: Soprema Sopraflash Flam Stick self adhering base sheet with a Sopralene Flam 180 Gr. cap sheet; IKO Armourbond Flash with IKO Torchflex 180 cap.

E6.10 MODIFIED PRIMER

- (a) This is to be the primer recommended by the membrane manufacturer being used.

E6.11 CAULKING

- (a) This shall be Tremco Dymonic FC. Color is to be chosen by the Contract Administrator from the standard range of colors.

E6.12 ALUMINUM PAINT

- (a) This shall be Tremco Double Duty.

E6.13 ROOF DRAINS



- (a) These shall be U-Flow Hercules - A (aluminum strainer dome) drains as supplied by Beacon Roofing Supply Ltd. Size is to match existing plumbing or as otherwise specified.

**E6.14 PLUMBING VENT FLASHING**

- (a) These shall be Insulated Vandal Proof Stack Jack Flashings SJ-31 as manufactured by Thaler. Size is to match existing plumbing.

**E6.15 METAL FLASHING**

- (a) This flashing shall be a minimum of 24 gauge in thickness. Metal is to be prefinished and is to be chosen from the standard in stock range of Stelco 8000 series of colors.

**E6.16 ACCESSORIES**

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

**E6.17 SPLASH PADS**

- (a) Splash Pads shall be Barkman Concrete, 51", natural # 45-41001.

**E6.18 GAS LINE SUPPORTS**

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

**E6.19 SHINGLE UNDERLAYMENT**

- (a) This shall be Palisade Synthetic Underlayment by SDP Advanced Polymer Products Inc., Titanium UDL 30 as manufactured by Inter Wrap Inc., Flextex Gold underlayment or approved equal in accordance with B7.

**E6.20 SHINGLE DRIP EDGE**

- (a) The flashing (including drip flashing) shall be a minimum of 26 gauge in thickness. Metal is to be prefinished and is to be chosen from the standard in stock range of stelco 8000 series of colors.

**E6.21 SHINGLES**

- (a) Landmark 30 year warranty as manufactured by Certainteed, IKO Dynasty, Owens Corning Duration or approved equal in accordance with B7. Shingles are to be installed to meet a minimum 210 km/hr. wind warranty.

**E6.22 EAVE AND VALLEY PROTECTION**

- (a) This shall be IKO Goldshield Ice & Water Protector as manufactured by IKO Industries Ltd., Palisade SA-HT by SDP Advanced Polymer Products Inc., Lastobond Pro Grip by Resisto, or approved equal in accordance with B7.

**E6.23 NAILS**

- (a) Galvanized steel, sufficient length to penetrate through the underside of the deck at least 20 mm. Staples are not acceptable.

**E7. BUILT-UP ROOFING PROCEDURES**

- E7.1 Protect all new work and the existing building and its contents against inclement weather. Supply and install equipment and enclosures necessary to provide this protection from beginning to completion of the work.

- E7.2 Do not apply any roofing whatsoever during any inclement weather including when the temperature may fall lower than twenty degrees below celsius or when the wind-chill is equal to or greater than 1700.

- E7.3 Do not expose roofing materials, vulnerable to water or sun damage, in quantities greater than can be weatherproofed in one day. Use only clean and dry materials and apply only during weather that will not introduce moisture into the roof system. This would include days of excessively high relative humidity. Undertake only that amount of roofing that can be completed as specified in the same day or prior to inclement weather forcing a shutdown of the operations.
- E7.4 Apply roofing over clean and dry surfaces and in accordance to C.R.C.A. and /or manufacturers guidelines and as amended herein.
- E7.5 Heat bitumen in accordance to the manufacturers recommendations. Do not exceed the flash point or finished blowing temperature. Apply bitumen at temperature recommended by manufacturer.
- E7.6 All materials on the roof shall be stored in such a manner as to prevent blow-offs during high winds.
- E7.7 Should the roofing operations be terminated during the day for unforeseen circumstances all exposed vapor barrier, felts or drywall must be fully glaze coated with bitumen prior to leaving the site that day.
- E7.8 Protect the surrounding surfaces against damage from the roofing operations. Where hoisting is necessary protect the buildings by hanging tarpaulins. Should equipment be parked on the surrounding lawn, it shall be protected with 3/4" plywood. Materials nor debris shall be stored or stock piled on adjoining roof areas that are not being replaced.
- E7.9 Provide protection for the public using walkways, grounds, entrances, etc., by using proper warning signs, hoarding, shelters, or barricades as agreed to by the Contract Administrator.
- E7.10 Where work must or will continue over the finished roofing membrane, the contractor will protect it with plywood sheathing.
- E7.11 Removal of (opening up) existing roof membrane shall be done only after consultation with and agreement by the Contract Administrator. Remove only that portion that can be fully completed as specified within the same day work period.
- E7.12 Employ qualified mechanical tradesmen to disconnect existing roof top units and to move the units to allow complete installation of roofing membrane, insulation and vapor barrier as specified herein. The contractor shall be responsible for any required alterations, such as extending ducts or electrical, as is required to properly reconnect of the units. The contractor shall be held responsible for any damage to mechanical units from the roofing operations. Contact Contract Administrator prior to any disconnection's.
- E7.13 Notify Contract Administrator and ensure he has proper time to appear on site during application period. Failure to do so may result in the total rejection of all work completed prior to notifying the Contract Administrator.
- E7.14 Inspect all roof decking prior to installation of roofing system and report all defects or unsuitable conditions to the Contract Administrator and correct deficiencies as directed.
- E7.15 The site shall be inspected prior to commencement of work to ensure no current anomalies are present such as lawn damage, asphalt on walls, broken windows, etc. All anomalies shall be reported to the Contract Administrator . They shall then be recorded and photographed by both parties at that time. Should no anomalies be reported prior to work commencing it shall be assumed that none existed prior to commencement.
- E7.16 Use only equipment in good working order including all thermometers and gauges. Locate equipment as instructed by the Contract Administrator. Maintain continuous supervision while kettles in operation.
- E7.17 Propane bottles must be removed from the roof and site each night.

- E7.18 All applicable safety regulations as indicated by Manitoba health and safety must be strictly followed at all times.
- E7.19 Any damage to the existing lawn is to be repaired with new sod. Topsoil and seed will not be accepted.

## **E8. SHINGLE PROCEDURES**

- E8.1 Protect all new work and the existing building and its contents against inclement weather. Supply and install equipment and enclosures necessary to provide this protection from beginning to completion of the work.
- E8.2 Do not apply any roofing whatsoever during any inclement weather including when the temperature may fall lower +5 celsius.
- E8.3 Do not expose roofing materials, vulnerable to water or sun damage, in quantities greater than can be weatherproofed in one day. Use only clean and dry materials and apply only during weather that will not introduce moisture into the roof system. This would include days of excessively high relative humidity. Undertake only that amount of roofing that can be completed as specified in the same day or prior to inclement weather forcing a shutdown of the operations.
- E8.4 Apply roofing over clean and dry surfaces and in accordance to manufacturers guidelines and as amended herein.
- E8.5 All materials on the roof are to be stored in such a manner as to prevent blow-offs during high winds.
- E8.6 Should the roofing operations be terminated during the day for unforeseen circumstances all exposed deck is to be covered with tarps in a manner to ensure they do not blow off in high winds and that no water entry can occur.
- E8.7 Protect the surrounding surfaces against damage from the roofing operations. Where hoisting is necessary protect the buildings by hanging tarpaulins. Should equipment be parked on the surrounding lawn, it shall be protected with 3/4" plywood. Materials nor debris shall be stored or stock piled on adjoining roof areas that are not being replaced. All damage to lawns is to be repaired by leveling the area and installing new topsoil and sod. Seed will not be accepted. Any shrubs or other decorative plants damaged are to be replaced with those of a same approximate size and same type.
- E8.8 Provide protection for the public using walkways, grounds, entrances, etc., by using proper warning signs, hoarding, shelters, or barricades as agreed to by the owner.
- E8.9 Removal of (opening up) existing roof membrane shall be done only after consultation with and agreement by the Contract Administrator. Remove only that portion that can be fully completed as specified within the same day work period.
- E8.10 Notify Contract Administrator and ensure he has proper time to appear on site during application period.
- E8.11 Inspect all roof decking prior to installation of roofing system and report all defects or unsuitable conditions to the contract administrator and correct deficiencies as directed.
- E8.12 The site shall be inspected prior to commencement of work to ensure no current anomalies are present such as lawn damage, asphalt on walls, broken windows. Etc. All anomalies shall be reported to the contract administrator. They shall then be recorded and photographed by both parties at that time. Should no anomalies be reported prior to work commencing it shall be assumed that none existed prior to commencement.
- E8.13 Use only equipment in good working order. Locate equipment as instructed by contract administrator.

- E8.14 All applicable safety regulations as indicated by Manitoba health and safety must be strictly followed at all times.
- E8.15 No primer, or other such pourable liquids are to be left on the roof or on the grounds after hours unless it is safely locked up.
- E8.16 Propane bottles must be removed from the roof and site each night.
- E8.17 Any damage to the existing lawn is to be repaired with new sod. Topsoil and seed will not be accepted.

## **E9. GENERAL INSTALLATION INFORMATION**

- E9.1 Notes: All Bidders must be a member of both the Canadian Roofing Contractors Association and the Roofing Contractors Association of Manitoba and are to be in good standing in both organizations.
- E9.2 Contractor is responsible for obtaining asbestos testing documents from the Contract Administrator. The Contract Administrator is responsible for any asbestos testing.
- E9.3 The specified 2 part pourable sealer must be used. No single component sealers will be accepted. Any pitch boxes filled with non-specified sealer will have to be removed and replaced.
- E9.4 Contractor is to view the work premises prior to the start of any roofing or set up. The Contractor is to document any existing interior water damage. Any existing damage is to be photographed and the locations documented.
- E9.5 Freon charged mechanical units with exposed coolant lines must have all Freon pumped out prior to any work being undertaken around the unit. This is to eliminate the chance of any accidental Freon discharge.
- E9.6 Contractor shall be responsible for preparing forms for Hydro PowerSmart rebates.

## **E10. FLAT ROOF INSTALLATION DETAILS - AREAS A1 AND B1**

- E10.1 The existing sheet metal flashing are to be removed and discarded from site to an authorized grounds.
- E10.2 The existing roof assembly is to be removed to the deck and discarded from site to an authorized nuisance grounds.
- E10.3 The existing perimeter blocking is to remain.
- E10.4 All necessary precautions must be taken to ensure no excessive dirt or debris enters the building interior and protect building contents from dust etc.
- E10.5 Remove all non-used items such as old curbs, electrical, chimneys, gas lines etc. Patch the roof deck in a structurally sound manner. Gas lines and electrical are to be capped just inside the building interior.
- E10.6 Temporarily disconnect any electrical, telecommunications equipment, gas lines, etc. to allow for the proper installation of the new roofing.
- E10.7 ALL loose vapor barrier is to be scraped from the deck and also discarded as above. The roof deck is to then be swept clean of all dirt and debris.
- E10.8 NOTE: ALL LOADS OF DEBRIS REMOVED FROM SITE SHALL BE PROPERLY TARPED
- E10.9 Any existing sleepers are to be replaced with new pressure treated lumber sleepers of minimally the same dimensions as those currently in place. The new sleepers are to be set on 1/2" plywood and the vapour barrier run over the plywood and under the sleepers.

- E10.10 Any steel curbs to be raised are to be done so by installing solid lumber blocking laid on flat under the existing curbs. All curbs must be a minimum of 12" above the top of the new roofing.
- E10.11 All existing wood curbs are to be replaced with new fabricated from 1 1/2" solid lumber stacked on edge. Curbs are to be a minimum of 12" above the top of the new roofing.
- E10.12 All existing parapet blocking is to be raised with solid lumber blocking of the same width as the existing parapets to obtain a height no less than 4" above the top of the new roofing. Maintain a continuous top elevation of the parapets on areas A1, B1 and C1.
- E10.13 Install 1/2" plywood sheeting on the inside face of all parapets and up the base of adjoining walls. Plywood sheeting on the base of walls is to extend a minimum of 12" up above the top of the new roofing. Remove existing stucco to a height of 12" above the top of the new roofing. If fiberboard or drywall is present on the walls or the inside face of parapets it is to be removed to allow for the installation of the plywood sheeting.
- E10.14 Temporarily disconnect and remove mechanical units as required to allow roofing operations to continue. Ensure all units are in working condition prior to removal. Should the unit be malfunctioning advise the Consultant prior to removal. If this is not done the Contractor may be held responsible for the repair of the unit. Use only qualified mechanical trades people for these operations.
- E10.15 Install the 1/2" drywall using 9 Dekfast fasteners and plates per 4' x 8' sheet. Install plywood in locations of new parapet or dividers. Increase fasteners to 12 on the perimeter 4' of the roof. Screws are not to penetrate the underside of any exposed lumber decking.
- E10.16 Self-adhering fire stop tape is to be installed on all joints of the drywall prior to the installation of the torch applied vapour barrier on wood deck areas.
- E10.17 Install self-adhering base sheet membrane stripping up and over all parapets and on all curbs, dividers and elevation changes. This will also provide fire protection for the installation of the vapor barrier. Install torch applied corner gussets. MEMBRANE STRIPPING IS TO BE INSTALLED PRIOR TO THE VAPOR BARRIER TO ALLOW A TORCH SEAL TO THE STRIPPING.
- E10.18 Torch adhere the new vapor barrier. Carry the vapor barrier under the new parapets. Take all appropriate precautions to prevent fire.
- E10.19 Install new minimum 4" gray PVC drain lines along with new specified drains on area A1. Drain line size is to meet applicable fire and plumbing codes. Drain lines are to be fully insulated with ASJ insulation. Install PVC jacketing where lines are exposed.
- E10.20 Reroute existing drain line on area C1 as indicated on roof plan. Remove and discard any no longer used line. Properly insulate and seal any old openings through walls.
- E10.21 All plumbing vents are to be extended at this time. Existing cast hubs are to be removed (as required) and the appropriate length black ABS extensions securely clamped to the existing plumbing using Fernco couplers.
- E10.22 Adhere the first layer of insulation to the vapour barrier using the specified adhesive.
- E10.23 Adhere insulation saddles and back slope insulation to the first layer with the specified adhesive.
- E10.24 Adhere the top layer of insulation using the specified adhesive.
- E10.25 Any gaps between insulation sheets wider than 1/8" are to be filled with fiberglass insulation.
- E10.26 Adhere the mineral wool cover board using the specified adhesive.

- E10.27 The application of the adhesive must be done in strict accordance to the manufacturers guidelines so as to obtain a minimum uplift equal 90 mph. The maximum spacing of adhesive ribbons in the main field of the roof is not to exceed 12" on centre and not to exceed 6" on the perimeter 4' of the roof areas.
- E10.28 Insulation sheets and recovery board sheets shall be placed immediately into the wet adhesive. If left open, the adhesive can skin over within several minutes. Once skinned over, adhesive will not wet into the insulation board, creating a weak bond. Do not allow the adhesive to skin over.
- E10.29 Install 6" firestop along all parapet roof connections as well as around all curbed openings. The membrane is to extend 3" up the vertical and 3" onto the top of the recovery board. The firestop membrane is to tie into the roof vapor barrier on the inside face of the parapets.
- E10.30 Torch the modified bitumen base sheet to the recovery board. Ensure no wrinkles are present and that all side and end laps are properly sealed.
- E10.31 Install an approximate 8" width of torch grade base sheet stripping and extend 4" onto the flat and 4" up the previously installed self-adhering membrane stripping.
- E10.32 Ring top nails are to be installed on all base sheet stripping in a 12" grid pattern with the first row being approximately 3" up off the roof.
- E10.33 Set the base flanges of the Thaler Stackjacks in a bed of mastic. Seal in with a single ply of torch applied base sheet membrane. The ABS riser shall extend 1/2" above the top of the base and a bead of sealant is to then be applied to the top lip of the riser and the top cap installed.
- E10.34 Torch adhere the cap sheet to the base sheet once again ensuring no wrinkles are present and that a minimum of 1/8" asphalt flow is present along the edges of all laps. Excessive seepage is not acceptable.
- E10.35 All base sheet and cap sheet rolls are to be relaxed a minimum of 4 hours prior to installation. This will help to greatly reduce any buckling in the membrane.
- E10.36 Torch apply the cap sheet stripping in strict accordance to the manufacturers guidelines. The stripping shall be carried to the outside face of the parapets and 12" up adjoining walls.
- E10.37 Install the new cap flashing on all parapets and dividers in a manner as the enclosed details.
- E10.38 Reinstall all roof top units. Extend all duct work, gas lines, and electrical as required to allow proper installation.
- E10.39 Install all new pitch boxes to replace existing. Fill with the specified pourable sealer.
- E10.40 Replace any wood gas line sleepers or any sleepers sitting on foam insulation with new gas line sleepers and space in strict accordance to the local gas utility requirements. Threaded rod support extensions are to be used where required..
- E10.41 Install new 6" x 10" over flow scuppers in locations indicated on the roof plan.
- E10.42 Install 4" x 4" closed face down pipe drops on all scuppers. Install the bottom structural steel sections. The down pipe drips are to be fabricated to properly fit into the structural steel sections. Install new splash pads on all landscaped areas.
- E10.43 All existing vent hoods are to be replaced with new prefinished sheet metal hoods. The hoods are to face directly downwards with the opening being no less than 24" up off the roof. The hoods are to be fully insulated on the inside and incorporate appropriate bird screens. The hoods are to also incorporate an interior perimeter support angle to sit on the curb. The angles are to be fabricated from a minimum 22 gauge galvanized sheet metal and are to be set approximately 2" up from the bottom of the hood. Secure the angles to the hoods with pop rivets. Hoods are to be insulated on the interior with a minimum 1 1/2" thick insulation. Secure insulation in place with stick pins. Any existing ducts that are directly attached to hoods are to

be altered to a separate curb and separate hood. New curbs shall be fabricated as required to accommodate any new hoods. Hoods are to be fabricated from minimum 22 gauge galvanized sheet metal.

E10.44 Any curbs with interior ducting are to be filled with spray foam insulation to obtain an air tight seal.

E10.45 Paint all gas lines in a manner and with materials as acceptable to the local gas utility.

## **E11. SHINGLE INSTALLATION DETAILS - ROOF AREA D1**

E11.1 Shingles shall not be installed when daytime highs are less than +15C.

E11.2 All shingles shall be removed from the roof in such a manner as not to damage or expose the units to damage (physical or weather). Protect lawn by placing plywood sheathing down prior to moving any equipment onto grassed areas. Protect existing buildings, flower beds, shrubs and trees with tarpaulins and ground sheets, while stripping off existing shingles.

E11.3 All shingles shall be removed from the site and all nails or staples picked up and disposed at a legal dump site. Magnets are to be used to ensure all nails and staples are picked up.

E11.4 Upon the removal of the shingles, inspect the building structure for dry rot damage or deterioration of existing roof sheathing, fascia boards, trim plates and trusses. Report any rot to owner immediately prior to the installation of any shingles.

E11.5 No more shingles shall be removed in one day than can be recovered with new shingles and made weather proof.

E11.6 Install the new specified drip flashing on all eave and rake edges.

E11.7 Sufficient eave protection shall be fully adhered to the wood deck starting at the eave and shall extend to a minimum of 12" inside the inner face of the exterior wall. A minimum width of 6' is to be installed. Install in strict accordance to manufacturers guidelines. The membrane is to extend a minimum of 8" up walls adjoining the eaves. The membrane is to run up behind any wall finish. This is to ensure that water does not enter the interior at the eave by getting behind the step flashing. Make good the finish on the walls.

E11.8 Install the specified shingle underlayment in the following manner

E11.9 Underlayment is to lap a minimum of 12" over the eave protection.

E11.10 Underlayment is laid horizontally (parallel to eave), starting at the bottom of the roof, with printed side up and with 4" side laps and 6" end laps. Side laps run with the flow of water in a shingling manner.

E11.11 Attach to the roof with roofing nails or staples or other fasteners approved by the manufacturer. Space at 8" on center (oc) on both side and end laps in normal wind zones. In high wind zones or coastal applications, double the fastening to 4" oc. In all cases fasten at 24" oc down the middle of the roll in the field of the roof.

E11.12 The manufacturers starter shingle is to be installed on all eave and rake edges as required for high wind warranties.

E11.13 Install the shingles so as a minimum of 2 thicknesses exist over the entire roof area. Each shingle strip shall be nailed with six (6) 1 1/4" long large headed roofing nails. When a nail penetrates a crack or knothole, another nail shall be driven alongside into sound wood. Care is to be taken to ensure that the nails are driven in straight and that the heads do not penetrate the shingle.

- E11.14 Full shingles shall be laid in valley with minimum 1/2 shingle length overlapping the opposite roof plane. In valleys of uneven pitch the lower pitch plane shall be shingled first. In valleys of equal pitch the shorter plane shall be shingled first.
- E11.15 All remaining installation procedures shall be done in strict accordance to the manufacturer's guidelines and applicable codes.
- E11.16 Install all step flashing and other related flashing in accordance to the Manitoba Building Code.