



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 936-2016**

**AQUATIC HALL OF FAME MUSEUM ROYAL GALLERY SPACE RESTORATION –  
25 POSEIDON BAY**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 AQUATIC HALL OF FAME MUSEUM ROYAL GALLERY SPACE RESTORATION – 25 POSEIDON BAY

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 14, 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 a.m. on December 5, 2016 to provide Bidders access to the Site. Bidders shall all meet at the Aquatic Hall of Fame front entrance, 25 Poseidon Bay.
- 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 The Bidder shall state a separate price in Canadian funds for the following item of Work on Form B: Prices:
- (a) Separate Price - Item No. 1 shall be the amount to be deducted from the lump sum price if Supply and Install of Window UV Film on the North and South windows of Lobby 101 is deleted in accordance with A1.2 and A2.1 of the Drawings.
- B10.3 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) RD Sales – The Lighting Specialists – budget and layout
- (b) Winwood Millwork – specifications
- (c) MPD Glass - specifications
- (d) Laird Plastics - specifications
- (e) Display Zone Cabinets - information
- (f) Belle Fosh Signs – budget pricing
- (g) Future Tint and Stripe – budget pricing and samples
- (h) Shaw Contract Carpets – budget pricing and samples
- (i) Blind Ambitions – budget pricing and samples
- (j) Hunter Expositions – information and budget pricing
- (k) Forbo Inc.- samples and budget pricing
- (l) USG/CGC – samples and budget pricing
- (m) Tandus Centiva - samples
- (n) Marco Products - samples
- (o) AWMAC - information
- (p) 3 Form – samples
- (q) BDR Services Ltd. – provided existing sprinkler as-built drawing

## **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 - ;
- (e) upon request of the Contract Administrator, provide three (3) reference projects, located in Winnipeg and accessible to view, that the bidder has produced/manufactured to the AWMAC Quality Standards in similar nature, scope and value to the Work.

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 adjusted, if necessary, as follows:

- (a) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder is within the budgetary provision for the Work, no adjustment will be made to the lump sum price bid; or
- (b) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder exceeds the budgetary provision for the Work, the lump sum prices of all responsive Bids submitted by responsible and qualified Bidders will be adjusted by deducting the separate

price listed in B10.2 until a Total Bid Price within the budgetary provision is achieved, i.e.,  
Total Bid Price = Lump Sum Price - Separate Price No. 1.

**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 space restoration of the 9,500 sq. ft. Royal Gallery of the Aquatic Hall of Fame and Museum of Canada, Inc. at 25 Poseidon Bay.

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

- (a) Demolition of existing storage rooms
- (b) Removal and reuse of existing doors and frames
- (c) Removal of existing lighting fixtures
- (d) Supply and installation of two new Universal Toilet Rooms
- (e) Supply and installation of new processing room, artifact holding room and a meeting room/office
- (f) Supply and installation of built in display cabinets
- (g) Supply and installation of hall of fame inductee wall
- (h) Supply and installation of information desk
- (i) Supply and installation of flooring and window coverings
- (j) Supply and installation of track lighting
- (k) Supply and installation of decorative acrylic "wave" ceiling panels over the Museum entry/gallery space
- (l) Painting of interior walls and underneath exposed ceiling
- (m) Supply and assembly of mobile cabinets
- (n) Supply and installation of Electrical and Mechanical Work as identified on Drawings

D2.3 The Pan Am Pool at 25 Poseidon Bay is the designated venue for swimming and diving for the 2017 Canada Summer Games. It will host the events from July 28 to August 13, 2017. It is anticipated that the public entrance to the facility during the Canada Summer Games will be through the Royal Gallery of the Aquatic Hall of Fame and Museum of Canada.

D2.4 The Work in the Processing Room of the Royal Gallery will occur after the Canada Summer Games.

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

D3.1 The Contract Administrator is:

Tracy Stople  
Project Coordinator

Telephone No. 204 986-2221

Email Address [tstople@winnipeg.ca](mailto:tstople@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;
- (c) all risks installation floater, carry adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

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 is not responsible for any damage to the space caused by the Public, the Aquatic Hall of Fame and Museum of Canada Board, or the 2017 Canada Summer Games Host Society from July 12, 2017 to August 28, 2017.

D9.5 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

### **D10. PERFORMANCE SECURITY**

D10.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D10.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D10.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

#### **D11. 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.

#### **D12. DETAILED WORK SCHEDULE**

D12.1 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) The schedule may be adjusted to meet the Aquatic Hall of Fame and Museum of Canada , Inc. and Canada Summer Games schedule requirements.

D12.2 The detailed work schedule shall consist of the following:

- (a) a Gantt chart for the Work based on the C.P.M. schedule that is created in MS Project and includes, but not limited to, the following:
  - (i) commencement date;
  - (ii) shop drawings, samples;
  - (iii) permits
  - (iv) mobilization
  - (v) demolition ;
  - (vi) delivery dates of major components and equipment;
  - (vii) installation and completion dates of major components and equipment;
  - (viii) installation and completion dates of Universal Toilet Rooms;
  - (ix) milestone dates of Substantial and Total Performance;
  - (x) milestone dates for critical stages of Work;
  - (xi) milestone date of Interim Occupancy;
  - (xii) indicate the Canada Summer Games from July 28, 2017 to August 13, 2017; and
  - (xiii) indicate no construction Site Work between July 12, 2017 to August 28, 2017.

D12.3 Further to D12.2(a), 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.



- D12.4 Further to D12.2(a)), the Gantt chart is a detailed record of tasks or activities that must be accomplished to satisfy Project objectives. Monitoring and control processes involves using Project Schedule in executing and controlling activities and is used as basis for decision making throughout project life cycle.
- D12.5 The Contractor shall update the Project Schedule on a weekly basis reflecting activity changes and completions, as well as activities in progress. The Contractor shall provide this information to the Contract Administrator every Monday morning in a Gantt Chart and a narrative report identifying Work status to date, comparing current progress to baseline, presenting current forecasts, defining problem areas, anticipated delays and impact with possible mitigation.

## **SCHEDULE OF WORK**

### **D13. COMMENCEMENT**

- D13.1 The Contractor shall not commence any Work until he/she is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.
- D13.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
    - (ii) evidence of the workers compensation coverage specified in C6.15;
    - (iii) the Safe Work Plan specified in D8;
    - (iv) evidence of the insurance specified in D9;
    - (v) the performance security specified in D10;
    - (vi) the Subcontractor list specified in D11 and
    - (vii) the detailed work schedule specified in D12.
  - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
  - (c) artifacts in the Processing Room have been fully enclosed on Site by others.
  - (d) the Contractor has provided the Contract Administrator with the required Security Clearances.
- D13.3 The Contractor shall not commence the Work on the Site before January 18, 2017.
- D13.4 The City intends to award this Contract by January 17, 2017.
- D13.4.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

### **D14. CRITICAL STAGES**

- D14.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) complete all Work except within the Processing Room as indicated on the drawing A1.0 by July 7, 2017.
  - (b) complete all Work required to achieve interim occupancy by July 10, 2017.

### **D15. SUBSTANTIAL PERFORMANCE**

- D15.1 The Contractor shall achieve Substantial Performance by July 11, 2017.

- D15.2 No work at the Site shall occur from July 12, 2017, to August 28, 2017, unless approved by the Contract Administrator.
- D15.3 The Aquatic Hall of Fame and Museum of Canada will begin arranging their collection on Site on July 12, 2017, in preparation of the Canada Summer Games. On July 11, 2017, the Site shall be left in a thoroughly cleaned state to accommodate the delivery of the Canada Summer Games and must meet the Contractor Administrator's approval.
- D15.4 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.
- D15.5 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.

#### **D16. TOTAL PERFORMANCE**

- D16.1 The Contractor shall achieve Total Performance by September 15, 2017.
- D16.2 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.
- D16.3 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.

#### **D17. LIQUIDATED DAMAGES**

- D17.1 If the Contractor fails to achieve Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:
- (a) Critical Stage as stated in D14.1(a) – Five Hundred dollars (\$500);
  - (b) Critical Stage as stated in D14.1(b) – Five Hundred dollars (\$500);
  - (c) Substantial Performance – Five Hundred dollars (\$500);
  - (d) Total Performance – Two Hundred and Fifty dollars (\$250).
- D17.2 The amounts specified for liquidated damages in D17.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance or Total Performance by the days fixed herein for same.
- D17.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

#### **CONTROL OF WORK**

##### **D18. JOB MEETINGS**

- D18.1 Regular biweekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor

respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

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

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

D19.1 Further to C6.24, the Contractor shall be the Prime Contractor for the Aquatic Hall of Fame Museum Royal Gallery space and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D19.2 Other work may be occurring at the same time in the Pan Am Pool area in preparation of the Canada Summer Games. If the Work requires the Contractor to enter into other areas of the building, and if there is another Contractor working in that particular area, then the other Contractor shall be the Prime Contractor for that area and the Aquatic Hall of Fame Contractor shall work according to the requirements and policies of the Prime Contractor for that area. Prior to performing any Work in other areas of the building, notify the Contract Administrator at least one working day prior to commencing the Work. The Contract Administrator will notify the other Contractor.

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

D20.1 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**

**D21. INVOICES**

D21.1 Further to C12, the Contractor shall submit monthly invoices for each portion of Work performed to the Contract Administrator.

D21.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D21.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

**D22. PAYMENT**

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

## **WARRANTY**

### **D23. WARRANTY**

- D23.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.
- D23.1.1 For the purpose of Performance Security, the warranty period shall be one (1) year.
- D23.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.
- D23.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

**FORM H1: PERFORMANCE BOND**  
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

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

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

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

BID OPPORTUNITY NO. 936-2016

AQUATIC HALL OF FAME MUSEUM ROYAL GALLERY SPACE RESTORATION – 25 POSEIDON BAY

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. 936-2016

AQUATIC HALL OF FAME MUSEUM ROYAL GALLERY SPACE RESTORATION – 25  
POSEIDON BAY

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:

Specification No.      Specification Title

#### **Division 01 – General Requirements**

01 33 00	Submittal Procedures
01 45 00	Quality Control
01 61 00	Common Product Requirements
01 74 00	Cleaning and Waste Management
01 77 00	Closeout Procedures
01 78 00	Closeout Submittals

#### **Division 06 – Wood, Plastics, and Composites**

06 40 00	Architectural Woodwork
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Drawing No.              Drawing Name/Title

### ARCHITECTURAL

	Cover Sheet
A1.0	Phasing Plan
A1.1	Demolition Plan
A1.2	New Construction Plan
A1.3	Reflected Ceiling Plan
A1.4	Floor and Finish Plan
A1.5	Display Case and Furniture Plan: For Reference Purposes Only
A2.0	Interior Elevations
A2.1	Interior Elevations
A3.0	Universal Toilet Rooms Enlarged Plans and Elevations
A4.0	Millwork Details
A4.1	Millwork Details
A4.2	Millwork Details
A5.0	Specifications

## **ELECTRICAL**

E1	Electrical: Abbreviations, Legends, Symbols, Schedules
E2	Floor Plan Electrical Demolition: Power, Data, Communication
E3	Floor Plan Electrical Renovation: Power, Data, Communication
E4	Reflected Ceiling Plan Electrical: Demolition Lighting
E5	Reflected Ceiling Plan: Electrical: Renovation Lighting
E6	Electrical Panel Schedules
E7	Electrical Specifications: Power, Data and Communications

## **MECHANICAL**

M1	Mechanical Demolition Plan
M2	Mechanical Renovation Plan
M3	Fire Protection Renovation Plan
M4	Mechanical Specifications

### **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. MATERIALS AND EQUIPMENT**

- E3.1 The Contractor shall be responsible for all transportation, handling, protection, storage and disposal of materials and equipment.

### **E4. MATERIAL SAFETY DATA SHEETS**

- E4.1 The Contractor shall comply with the requirements of workplace hazardous materials information system regarding use, handling, storage and disposal of hazardous materials and regarding labelling and provision of material safety data sheets acceptable to Labour Canada.
- E4.2 The Contractor shall provide the Contract Administrator with one (1) copy of Material Safety Data Sheets (MSDS's) for all products to be used in the performance of the Work at least two (2) Business Days prior to bringing such materials to Site.
- E4.3 Throughout the term of the Contract, the Contractor shall provide the Contract Administrator with revisions or updates of the MSDS's as soon as may be reasonably possible.

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

- E5.1 The Contractor shall ensure Quality of Work is of highest standard, executed by workers experienced and skilled in respective duties for which they are employed. Immediately notify the Contract Administrator if required Work is such as to make it impractical to produced required results.
- E5.2 The Contractor shall not employ anyone unskilled in his or her required duties. The Contract Administrator reserves the right to require dismissal from Site, workers deemed incompetent or careless.
- E5.3 Decisions as to standard or fitness Quality of Work in cases of dispute rest solely with the Contract Administrator, whose decision is final.

## **E6. USE OF SITE AND PREMISES**

- E6.1 The Contractor shall allow for continued access to the building and Work area throughout the construction period and shall ensure that both the building and Work area's access and egress is maintained to the approval of the Local Authorities having Jurisdiction, local by-laws, and Work Place Safety and Health Policies. This will also be applicable to street access.
- E6.2 Construction personnel must use only designated entrances for access to Work areas, delivery of materials and/or equipment and removal of construction debris.
- E6.3 The Contractor shall restrict equipment, Work, workers, and storage of construction materials, tools, equipment, etc. to designated areas and established routes to and from Work areas and confirm designated areas and routes with the Contract Administrator.
- E6.4 Any deliveries or movement that must occur through the main reception area shall be scheduled and arranged with the Contract Administrator prior to commencement of such delivery or activity and the Contractor shall submit a Safety Access Plan.
- E6.5 The Contractor shall keep all fire lanes, egress, and access routes clear at all times.
- E6.6 The Contractor shall pay for use of additional storage if needed for operations under this contract.

## **E7. SITE SAFETY AND TRAFFIC CONTROL**

- E7.1 The Contractor shall observe and enforce all construction safety measures required by the Manitoba Building Code, Worker's Compensation Board, Municipal Statute or By-Laws. In the event of a conflict between any provisions of the above authorities, the most restrictive provision shall apply.
- E7.2 All Work shall be performed in compliance with the Manitoba Workplace Safety and Health Act
- E7.3 The Contractor shall be responsible for taking steps to protect building staff and the public from any hazards related to the Work.
- E7.4 The Contractor shall maintain traffic flow around the building. The Contractor's operations shall in no way interfere with the safe movement of vehicle and pedestrian traffic.

## **E8. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES**

- E8.1 Further to C6.12, the Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of same before proceeding with the Work, and pay any cost attached to the inspection of such plans.

## **E9. EXISTING SERVICES**

- E9.1 The Contractor shall notify the Contract Administrator and utility companies of intended interruption of services and obtain required permission.
- E9.2 Where Work involves breaking into or connecting to existing services, the Contractor shall give the Contract Administrator 48 hours' notice for necessary interruption of mechanical or electrical service throughout course of Work. The Contractor shall minimize duration of interruptions and carry out Work after normal Working hours of tenants to minimize disturbance to tenant operations.
- E9.3 The Contractor shall submit the schedule to and obtain approval from the Contract Administrator for any shut-down or closure of active service or facility including power and communications services. The Contractor shall adhere to approved schedule and provide notice to affected parties.

- E9.4 The Contractor shall provide temporary services when directed by the Contract Administrator to maintain critical building and tenant systems.
- E9.5 Where unknown services are encountered, the Contractor shall immediately advise the Contract Administrator and confirm findings in writing.

#### **E10. CONSTRUCTION PROGRESS MEETINGS**

- E10.1 Further to D18, the Contractor shall record accurate and complete minutes of meetings and circulate to attending parties and affected parties not in attendance within three (3) Working days after meeting.
- E10.2 Further to D18, the Agenda shall include, but not limited to:
- (a) Review, approval of minutes of previous meeting;
  - (b) Review safety issues;
  - (c) Review of Work progress since previous meeting;
  - (d) Review Shop Drawing Log;
  - (e) Review Request for Information Log;
  - (f) Review Extra Work Log;
  - (g) Field Observations, problems, conflicts;
  - (h) Problems which impede construction schedule;
  - (i) Review of off-site fabrication delivery schedules;
  - (j) Corrective measures and procedures to regain projected schedule;
  - (k) Revision to construction schedule;
  - (l) Progress schedule, during succeeding Work period;
  - (m) Review submittal schedules: expedite as required;
  - (n) Maintenance of quality standards;
  - (o) Review proposed changes for effect on construction schedule and on completion date; and
  - (p) Other business.

#### **E11. HOUSEKEEPING**

- E11.1 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.
- E11.2 The Contractor shall take care to ensure that surrounding surfaces and equipment in the Work area are not damaged by tools or materials. The Contractor shall be responsible to replace and/or make repairs to the Contractor Administrator's satisfaction any surface and/or equipment damaged during the Work.
- E11.3 The Contractor shall maintain a clean and safe Work area.
- E11.4 Substantial Performance of the Work shall not be attained until the Contractor has cleaned up the Site and removed all plant and surplus products, tools, construction materials and equipment. The Contractor shall also have removed waste products and debris.

## 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.

