



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 1077-2018

FIRE PROTECTION UPGRADES AT 552 PLINGUET

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	2
B6. Addenda	2
B7. Substitutes	2
B8. Bid Components	3
B9. Bid	4
B10. Prices	5
B11. Disclosure	5
B12. Conflict of Interest and Good Faith	5
B13. Qualification	6
B14. Opening of Bids and Release of Information	7
B15. Irrevocable Bid	8
B16. Withdrawal of Bids	8
B17. Evaluation of Bids	8
B18. Award of Contract	9

PART C - GENERAL CONDITIONS

C1. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	2
D4. Contract Administrator	5
D5. Contractor's Supervisor	5
D6. Ownership of Information, Confidentiality and Non Disclosure	5
D7. Notices	5

Submissions

D8. Authority to Carry on Business	6
D9. Safe Work Plan	6
D10. Insurance	6
D11. Contract Security	7
D12. Subcontractor List	8
D13. Detailed Work Schedule	8

Schedule of Work

D14. Commencement	8
D15. Substantial Performance	9
D16. Total Performance	9
D17. Liquidated Damages	9

Control of Work

D18. Job Meetings	9
D19. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	10
D20. The Workplace Safety and Health Act (Manitoba) – Qualifications	10

Measurement and Payment

D21. Payment	10
--------------	----

Warranty

D22. Warranty	10
Form H1: Performance Bond	11
Form H2: Labour and Material Payment Bond	13
Form H3: Irrevocable Standby Letter of Credit	15
Form J: Subcontractor List	17
Form L: Detailed Work Schedule	18

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Hazardous Materials	2
E3. Location and Access to Facilities	2

Asbestos Abatement

E4. Detailed Scope of Work	3
E5. Process System Operation Requirements	3
E6. Outline of Work	4
E7. Regulations	4
E8. Quality Assurance	4
E9. Inspection	5
E10. Air Monitoring	5
E11. Notification	6
E12. Worker Protection	6
E13. Visitor Protection	7
E14. Signage	7
E15. Waste and Material Handling	7
E16. Dump Monitoring	8
E17. Materials and Equipment	8
E18. Execution	8
E19. Cash Allowances	10

PART F - SECURITY CLEARANCE

F0. Security Clearance	1
------------------------	---

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 FIRE PROTECTION UPGRADES AT 552 PLINGUET

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 20, 2019.

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 on:
(a) February 1, 2019 at 552 Plinguet North at 9:00 a.m. to provide Bidders access to the Site.

B3.2 Access to view the Sites can only be made under the supervision of an authorized City representative.

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

B3.4 Although attendance at the Site Investigation is not mandatory, the City strongly suggests that the Bidder attend.

B3.5 The Bidder is required to register for the Site Investigation by 4:00 p.m. Winnipeg time, January 30, 2019 by contacting the Contract Administrator identified D4.1.

B3.6 Bidders wishing to register for the Site Investigation must provide the City with a Public Safety Verification Check obtained not earlier than one (1) year prior to the Site Investigation.

B3.6.1 The Public Safety Verification Check may be obtained from Sterling Talent Solutions. Proponents will need to set up a Sterling Talent Solutions account prior to requesting individual background checks. This process should be done 72 hours prior to requesting the first check. The account can be setup using the following link:

<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>

Note that the check will take up to 48 hours to complete. Refer to PART F - Security Clearance for further information.

B3.6.2 The results of the Public Safety Verification Check must be received by the City directly through Sterling Talent Solutions. Bidders must set up an account with Sterling Talent Solutions under their company name and grant Sterling Talent Solutions permission to share the results of the Public Safety Verification Check with the City of Winnipeg.

B3.7 Bidders are required to bring their own Grade 1 safety shoes (CSA Green Triangle) for all Site Investigations.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

- 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 B3.1 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.
- B6.3 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/>
- B6.4 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.
- B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive
- B6.6 Notwithstanding B3.1, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D3.1.

B7. SUBSTITUTES

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

- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B17.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
- 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.
- 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 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204-949-1178.
- B8.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B8.7 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.8 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B17.1(a).
- B8.8.1 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 11 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 a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 Notwithstanding C12.2.3(c), prices on Form B: Prices shall not include the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10.4 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. CONFLICT OF INTEREST AND GOOD FAITH

B12.1 Bidders, by responding to this Bid Opportunity, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or

- (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Bid Opportunity process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Bid Opportunity process) of strategic and/or material relevance to the Bid Opportunity process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B12.3 In connection with its Bid, each entity identified in B12.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Bid Opportunity process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B12.4 Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B13. QUALIFICATION

B13.1 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.

B13.2 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>

B13.3 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;
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - Security Clearance;

B13.4 Further to B13.3(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) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
 - (i) 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
 - (ii) 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
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.)

B13.5 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.

B13.6 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.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

B14.1 Bids will not be opened publicly.

B14.2 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/bidopp.asp>

- B14.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) 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/>
- B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B14.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B15. IRREVOCABLE BID

- B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B15.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B16. WITHDRAWAL OF BIDS

- B16.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B16.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B16.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B16.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Bid withdrawn.
- B16.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B15.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B17. EVALUATION OF BIDS

- B17.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity or acceptable deviation there from (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);

- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

B17.2 Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.

B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

B17.4 Further to B17.1(c), where the Total Bid Price exceeds the funds stated in D2.3, the City may determine that no award will be made in accordance with B18.2.1(a).

B17.5 Further to B17.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B17.5.1 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B18. AWARD OF CONTRACT

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

B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B18.2.1 Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B18.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B17.

B18.3.1 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.

B18.4 Notwithstanding C4, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B18.5 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

C1. GENERAL CONDITIONS

- C1.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C1.1.1 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
- C1.2 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 fire protection upgrades and asbestos abatement.

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

- (a) design of the fire protection systems. The design will include sprinkler systems, fire alarm systems, underground service water installations and conditioned rooms for the sprinkler trees. Such services to be provided by professional engineers and architects registered in the Province of Manitoba;
- (b) design of new ceiling systems to replace those that have been abated due to asbestos containing materials (ACM's);
- (c) preparation of construction drawings in accordance with the City Water and Waste Department drafting standards;
 - (i) *The City of Winnipeg Works and Operations Division Manual for the Production of Construction Drawings* is available on the Information Connection page at The City of Winnipeg, Water and Waste Division website at <https://winnipeg.ca/waterandwaste/pdfs/dept/constructionManual.pdf>
 - (ii) *The City of Winnipeg Water and Waste Department WWD CAD/GIS Standards* is available on the Information Connection page at The City of Winnipeg, Water and Waste Division website at <https://winnipeg.ca/waterandwaste/pdfs/dept/CAD-GIS-Specifications.pdf>
- (d) liaison with the Contract Administrator and City representatives as necessary through correspondence and meetings;
- (e) locates of any and all utilities that will be affected by the installation of the new water services to the buildings;
- (f) supply of materials, equipment, labour, supervision, management and documentation required for the construction of the new water services for the facilities;
- (g) supply of materials, equipment, labour, supervision, management and documentation required for the construction and start-up of the fire protection systems;
- (h) supply of materials, equipment, labour, supervision, management, and documentation required for the construction of new conditioned rooms for the sprinkler trees;
- (i) supply of materials, equipment, labour, supervision, management, and documentation required for the construction of new ceiling systems including light fixtures and air distribution components and/or the removal and replacement of existing ceiling systems affected by the installation of fire protection systems;
- (j) supply of shop drawings, operations and maintenance manuals, training and commissioning;
- (k) provision of all permits, approvals, inspections and certifications required for the construction of the fire protection systems;
- (l) supply of necessary management resources, tools and equipment to ensure the timely completion of the project within the bid price;

- (m) provision of warranty repair service for all fire protection system components during the warranty period, as indicated in D22.1;
- (n) refurbishment of interior surfaces affected by the installation of the fire protection systems;
- (o) refurbishment of the site affected by the installation of new water services;
- (p) asbestos abatement of ceilings at 552 Plinguet North;
- (q) asbestos abatement of ceilings at 552 Plinguet South; and
- (r) asbestos abatement of wall and floor penetrations related to the installation of the fire protections systems at the 552 Plinguet facilities.

D2.3 The funds available for this Contract are \$545,000.00

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) “**ACI**” means American Concrete Institute;
- (b) “**ACM**” means asbestos containing material identified in the Scope of Work, including fallen materials and settled dust;
- (c) “**AHJ**” means the Authority Having Jurisdiction. An organization, office or individual responsible for enforcing the requirements of a code, standard or by-law, or for approving equipment, materials, and installation or a procedure;
- (d) “**ANSI**” means American National Standards Institute;
- (e) “**ASME**” means American Society of Mechanical Engineers;
- (f) “**ASTM**” means American Society for Testing and Material;
- (g) “**AWS**” means the American Welding Society;
- (h) “**AWWA**” means the American Water Works Association;
- (i) “**Airlock**” means a system for permitting ingress or egress without permitting air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways at least 2 m apart;
- (j) “**Amended Water**” means water with a non-ionic surfactant wetting agent added to reduce water tension to all wetting of fibres;
- (k) “**Asbestos Waste Container**” means an impermeable container as defined by Safe Work Manitoba – Guide for Asbestos Management.
- (l) “**Asbestos Work Area**” means area where actual removal, sealing and enclosure of spray or trowel applied ACM takes place;
- (m) “**As-Built Drawings**” means drawings prepared by a third party, or by the professional using information furnished by the Contractor or other field staff;
- (n) “**Authorized Visitors**” means designated City representatives or designated representatives, and persons representing regulatory agencies;
- (o) “**CASA**” mean the Canadian Automatic Sprinkler Association;
- (p) “**CGSB**” means Canadian General Standards Board;
- (q) “**CPCA**”: Canadian Painting Contractors Association;
- (r) “**CSA**” means Canadian Standards Association;
- (s) “**Competent Person**” means a worker, who in relation to specific work:
 - (i) is qualified because of knowledge, training and experience to perform the Work;
 - (ii) is familiar with the provincial and federal laws and with the provisions of the regulations that apply to the Work; and
 - (iii) has knowledge of all potential or actual danger to health or safety in the Work;

- (t) **“Critical Infrastructure”** means components of the City of Winnipeg Regional Water Supply System that cannot typically be taken out of service for extended periods to facilitate construction and inadvertent damage caused to the component would likely have catastrophic consequences;
- (u) **“Curtained Doorway”** means an arrangement of closures to allow ingress and egress from one room to another while permitting minimal air movement between rooms, typically constructed as follows: Place two (2) overlapping sheets of polyethylene over an existing or temporarily framed doorway, secure each along the top of the doorway, secure the vertical edge of one sheet along one vertical side of the doorway, and secure the vertical edge of the other sheet along the opposite vertical side of the doorway. Reinforce free edges of polyethylene with duct tape and weight the bottom edge to ensure proper closing. Each polyethylene sheet shall overlap openings not less than 1.5 m on each side;
- (v) **“DSD”** means degree of surface deterioration, a rating system for painted surfaces;
- (w) **“DOP Test”** means a testing method used to determine the integrity of the Negative Pressure unit using dioctyl phthalate (DOP) HEPA-filter leak test;
- (x) **“DWG”** means an AutoCAD drawing format;
- (y) **“Decontamination Area”** means a specially constructed area as defined by the Safe Work Manitoba’s Guide for Asbestos Management.
- (z) **“Deliverables”** means all reports, drawings, calculations, designs, plans, leading practices, specifications, and other data, information and all material utilized, collected, compiled, drawn and produced (including digital files) to carry out Services contemplated in this Contract;
- (aa) **“Design”** means the necessary calculations, materials/equipment specification and graphic representation of the of the required systems;
- (bb) **“EPA”** means the Environmental Protection Agency;
- (cc) **“EPDM”** means an ethylene propylene diene monomer type of synthetic rubber;
- (dd) **“FM”** means FM Global a mutual insurance company specializing in loss prevention;
- (ee) **“Fire Stop Material”** means a device intended to close off opening or penetration during fire or materials that fill openings in wall or floor assembly where penetration is by cables, cable trays, conduits, ducts and pipes and poke-through termination devices, including electrical outlet boxes along with their means of support through wall or floor openings;
- (ff) **“Friable Material”** means material that when dry can be crumbled, pulverized or powdered by hand pressure and includes such materials that is crumbled, pulverized or powdered;
- (gg) **“Glove Bag”** means a prefabricated glove bag as follows:
 - (i) minimum thickness 0.25 mm (10 mil) polyvinyl-chloride bag;
 - (ii) integral 0.25 mm (10 mil) thick polyvinyl-chloride gloves and elastic ports;
 - (iii) equipped with reversible double-pull double throw zipper on top;
 - (iv) straps for sealing ends around pipe; and
 - (v) mst incorporate internal closure strip if it is to be moved or used in more than one specific location;
- (hh) **“HEPA Filter”** means high efficiency particulate air filter capable of retaining fibres greater than 0.3 microns in any direction at 99.97% efficiency;
- (ii) **“ICEA”** means: Insulated Cable Engineers Association;
- (jj) **“IEEE”** means: Institute of Electrical and Electronics Engineers;
- (kk) **“LS”** means lump sum when used in the Form B: Prices;
- (ll) **“LAT”** means lay-in acoustic tile ceiling;
- (mm) **“m2”** means square metre of floor area when used in the Form B: Prices;

- (nn) “**MPI**” means the Mater Painters Institute;
- (oo) “**Multiple Component Fire Stop System**” means an exact group of fire stop materials that are identified within listed systems design to create on site fire stop system;
- (pp) “**NBC**” means National Building Code of Canada with Manitoba amendments;
- (qq) “**NEMA**” means: National Electrical Manufacturers Association;
- (rr) “**NFPA**” means National Fire Protection Association;
- (ss) “**NMS**” means National Master Specifications;
- (tt) “**NPS**” means Nominal Pipe Size;
- (uu) “**NRC**” means the National Research Council of Canada;
- (vv) “**Negative Pressure**” means a system that extracts air directly from work area, filters such extracted air through a HEPA filtering system, and discharges this air directly outside work area to exterior of building. This system shall maintain a minimum pressure differential of 5 Pa relative to adjacent areas outside of work areas, be equipped with an alarm to warn of system breakdown, and be equipped with an instrument to continuously monitor and automatically record pressure differences;
- (ww) “**Non-Friable Material**” means material that when dry cannot be crumbled, pulverized or powdered by hand pressure;
- (xx) “**Occupied Area**” means any area of the building or Work site that is outside the Asbestos Work Area;
- (yy) “**O&M Manuals**” means Operations and Maintenance Manuals;
- (zz) “**PCM**” means Phase Contrast Microscopy;
- (aaa) “**PDF**” means Portable Document Format, a file format to present electronic documents;
- (bbb) “**Polyethylene sheeting sealed with tape**” means polyethylene sheeting of type and thickness specified sealed with tape along all edges, around penetrating objects, over cuts and tears, and elsewhere as required to provide a continuous polyethylene membrane to protect underlying surfaces from water damage or damage by sealants, and to prevent escape of asbestos fibres through the sheeting into a clean area;
- (ccc) “**Record Drawings**” means drawings that are prepared by the reviewing professional after verifying in detail the actual conditions of the completed project and are subsequently authenticated;
- (ddd) “**SDS**” means safety data sheet;
- (eee) “**Single Component Fire Stop System**” means a fire stop material that has listed systems design and is used individually without use of high temperature insulation or other materials to create fire stop system;
- (fff) “**Sprayer**” means a garden reservoir type sprayer or airless spray equipment capable of producing a mist or fine spray. Must be appropriate capacity for scope of work;
- (ggg) “**UL**” and “**ULC**” mean Underwriters’ Laboratory and Underwriters’ Laboratory of Canada;
- (hhh) “**VOC**” means volatile organic compound;
- (iii) “**WH**” means Warnock Hersey the testing mark of the Intertek Group Public Limited Company;
- (jjj) “**WHMIS**” means Workplace Hazardous Materials Information System;
- (kkk) “**W.O.G.**” means the maximum non-shock pressure rating, expressed in psi, for which the pressure-containing parts of a valve are rated when the coincident media temperature is between -20°F and 150°F for bronze body and cast-iron body valves and -10°F and 100°F for steel body valves. The WOG rating indicates the ability of the valve to withstand the pressure effect of water, oils, and gases and does not imply that a WOG-rated valve will necessarily withstand the potentially deleterious effect of all

aqueous solutions, petroleum products and gaseous media unless appropriate material selectivity has been exercised; and

(III) “**WWP**” means non-shock water working pressure of a valve or pipe components.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Rob Carroll, P.Eng.
Senior Project Engineer

Telephone No. 204 986-8409

Email Address RCarroll@winnipeg.ca

D4.2 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.

D4.3 Bids Submissions must be submitted to the address in B8.

D5. CONTRACTOR'S SUPERVISOR

D5.1 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.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D6.1 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.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 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.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D7. NOTICES

D7.1 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 address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D7.3, D7.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D3.1.

D7.3 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:

The City of Winnipeg
Attn: Chief Financial Officer
Office of the Chief Administrative Officer
Susan A. Thompson Building
2nd Floor, 510 Main Street
Winnipeg MB R3B 1B9

- D7.4 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

- D7.1 Bids Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

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

D9. SAFE WORK PLAN

- D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D10. INSURANCE

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) automobile liability insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
 - (c) all risks installation floater, carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation;

- (d) Contractors pollution liability insurance in the amount of at least one million dollars (\$1,000,000)
- (e) Certificates of insurance provided to specifically state that the operations include “asbestos abatement”

D10.2 The Contractor shall ensure that either the Contractor or the subcontractors involved in the design shall provide evidence of the insurances as outlined in section D10.1(a) and D10.1(b) and the following insurances:

- (a) Professional Liability insurance in the amount of at least one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. Professional liability to remain on file for 12 months following total performance

D10.3 Deductibles shall be borne by the Contractor.

D10.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.

D10.5 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.

D11. CONTRACT SECURITY

D11.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract 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; and
- (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price; or
- (c) 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 H3: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (d) a certified cheque or draft payable to “The City of Winnipeg”, drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D11.1.1 Where the contract 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 contract security.

D11.2 The Contractor shall provide the City Solicitor with the required contract 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.

D11.3 Where the Contract Security is provided in accordance with D11.1(a) and D11.1(b), the Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:

- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D11.1(b); and
- (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

D12. SUBCONTRACTOR LIST

D12.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D13. DETAILED WORK SCHEDULE

D13.1 The Contractor shall provide the Contract Administrator with a detailed work schedule (Form L: Detailed Work Schedule) at least twenty (20) Business Days prior to the commencement of any Work on the Site.

D13.2 The detailed work schedule is required to:

- (a) minimize the daily disruption in operations of the facilities;
- (b) manage the progress of the Work; and
- (c) coordinate shutdowns and tie-ins to utilities and systems.

D13.3 The detailed work schedule shall be updated monthly by the Contractor and submitted to the Contract Administrator. The schedule shall highlight:

- (a) any slippage; and
- (b) remedial methods to address any slippage.

D13.4 The following scheduling restrictions shall apply:

- (a) in areas that do not require asbestos abatement of ceiling systems, the area shall be occupied for construction a maximum of ten (10) consecutive Working Days; and
- (b) in areas requiring asbestos abatement of ceiling systems, the area shall be occupied for construction a maximum of twenty (20) consecutive Working Days.
- (c) in unoccupied areas (garages, storage rooms), no restrictions on consecutive Working Days shall apply.

SCHEDULE OF WORK

D14. COMMENCEMENT

D14.1 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.

D14.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D9;
 - (iv) evidence of the insurance specified in D10;
 - (v) the contract security specified in D11;
 - (vi) the Subcontractor list specified in D12;
 - (vii) the detailed work schedule specified in D13; and
 - (viii) the environmental protection plan specified in 01 11 00.
- (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.

D14.3 The Contractor shall commence the Work on the Site within forty (40) Working Days of receipt of the Purchase Order.

D15. SUBSTANTIAL PERFORMANCE

- D15.1 The Contractor shall achieve Substantial Performance within two hundred ten (210) Working Days of the commencement of the Work as specified in D14.
- D15.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D15.3 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.

D16. TOTAL PERFORMANCE

- D16.1 The Contractor shall achieve Total Performance within two hundred forty (240) Working Days of the commencement of the Work as specified in D14.
- 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 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) Substantial Performance - two hundred dollars (\$200.00);
 - (b) Total Performance – two hundred dollars (\$200.00).
- D17.2 The amount specified for liquidated damages in D17.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- 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 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 Prime Contractor and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the Prime Contractor and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

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

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

D19.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

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

D20.1 Further to B13.4, 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 B13.4.

MEASUREMENT AND PAYMENT

D21. PAYMENT

D21.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D22. WARRANTY

D22.1 Warranty is as stated in C13.

FORM H1: PERFORMANCE BOND
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

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

_____ dollars (\$_____)

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

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

BID OPPORTUNITY NO. 1077-2018

FIRE PROTECTION UPGRADES AT 552 PLINGUET

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: LABOUR AND MATERIAL PAYMENT BOND
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Principal"), and

his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), for the use and benefit of claimants as hereinbelow defined, in the amount of

_____ dollars (\$_____)

of lawful money of Canada, for the payment whereof we, the Principal and the Surety jointly and severally bind ourselves firmly by these presents.

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

BID OPPORTUNITY NO. 1077-2018

FIRE PROTECTION UPGRADES AT 552 PLINGUET

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 promptly make payment to all claimants as hereinafter defined, for all labour, service and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject, however, to the following conditions:

- (a) A claimant is defined as one having a direct contract with the Principal for labour, service and material, or any of them, used or reasonably required for use in the performance of the contract, labour, service and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment (but excluding rent of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract;
- (b) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work, labour or service was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon;
- (c) No suit or action shall be commenced hereunder by any claimant
 - (i) unless claimant shall have given written notice to the Principal and the Surety above-named, within one hundred and twenty (120) days after such claimant did or performed the last of the work, labour or service, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work, labour or service was done or performed. Such notice shall be served by mailing the same by registered mail to the Principal, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the Province of Manitoba;

- (ii) after the expiration of one (1) year following the date on which Principal ceased work on said Contract; including work performed under the guarantees provided in the Contract;
 - (iii) other than in a court of competent jurisdiction in the Province of Manitoba.
- (d) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.
- (e) The Surety shall not be liable for a greater sum than the specified penalty of this bond.

The Principal and Surety hereby agree that The Guarantors' Liability Act (Manitoba) shall apply to this Bond.

IN TESTIMONY WHEREOF, the Principal has hereunto set its hand affixed its seal, and the Surety has caused these presents to be sealed and with its corporate seal duly attested by the authorized signature of its signing authority this

_____ 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 H3: IRREVOCABLE STANDBY LETTER OF CREDIT
(CONTRACT SECURITY)**
(See D11)

(Date)

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

RE: CONTRACT SECURITY - BID OPPORTUNITY NO. 1077-2018
FIRE PROTECTION UPGRADES AT 552 PLINGUET

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>Specification No.</u>	<u>Specification Title</u>
	Table of Contents
01 11 10	Summary of Work
01 33 00	Submittal Procedures
01 45 00	Quality Control
01 52 00	Construction Facilities
01 61 00	Common General Requirements
01 73 03	Execution Requirements
01 74 11	Cleaning
01 78 00	Closeout Submittals
01 79 00	Demonstration and Training
03 00 00	Slab on Grade
08 10 00	Interior Doors
09 01 00	Paint Finishes
09 20 00	Interior Partitions
09 50 00	Ceiling Finishes
21 00 00	Fire Protection Sprinkler Systems
22 13 16	Sanitary Waste
26 05 00	Common Work Results – For Electrical
26 05 20	Wire and Box Connector (0-1000 V)
26 05 21	Wire and Cables (1-1000 V)
26 05 28	Grounding – Secondary
26 05 29	Hangars and Supports for Electrical Systems
26 05 32	Outlet Boxes, Conduit Boxes and Fittings
26 05 34	Conduits, Conduit Fastening and Conduit Fitting
28 31 01	Fire Alarm Systems
33 00 00	Water Supply and Distribution Systems

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1-0702A-M0001-001	Cover Sheet
1-0702A-M0002-001	Fire Protection Legends and Notes
1-0702A-M0003-001	Fire Protection Details
1-0702N-M0002-001	Fire Protection 552 Plinguet North Sprinkler System– Part Plan A
1-0702N-M0003-001	Fire Protection 552 Plinguet North Sprinkler System – Part Plan B
1-0702N-M0004-001	Fire Protection 552 Plinguet North Sprinkler System – Part Plan C

1-0702N-M0006-001	Fire Protection 552 Plinguet North Fire Alarm System– Part Plan A
1-0702N-M0007-001	Fire Protection 552 Plinguet North Fire Alarm System – Part Plan B
1-0702N-M0008-001	Fire Protection 552 Plinguet North Fire Alarm System – Part Plan C
1-0702N-M0009-001	Fire Protection 552 Plinguet North and South Asbestos Containing Materials Inventory Plan
1-0702S-M0002-001	Fire Protection 552 Plinguet South Sprinkler System – Main Level Part Plan A
1-0702S-M0003-001	Fire Protection 552 Plinguet South Sprinkler System – Main Level Part Plan B
1-0702S-M0004-001	Fire Protection 552 Plinguet South Sprinkler System – Main Level Part Plan C
1-0702S-M0005-001	Fire Protection 552 Plinguet South Sprinkler System – Second Level Part Plan
1-0702S-M0007-001	Fire Protection 552 Plinguet South Fire Alarm System – Main Level Part Plan A
1-0702S-M0008-001	Fire Protection 552 Plinguet South Fire Alarm System – Main Level Part Plan B
1-0702S-M0009-001	Fire Protection 552 Plinguet South Fire Alarm System – Main Level Part Plan C
1-0702S-M0010-001	Fire Protection 552 Plinguet South Fire Alarm System – Second Level Part Plan

E2. HAZARDOUS MATERIALS

- E2.1 ACM's have been identified or suspected in the following areas that form part of this Contract:
- (a) various ceiling systems of 552 Plinguet North and 552 Plinguet South; and
 - (b) various wall and floor assemblies for 552 Plinguet North and 552 Plinguet South.
- E2.2 Other than the ACM's in the identified spaces to be removed, 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. The Contractor shall await further instruction by the Contract Administrator prior to proceeding.

E3. LOCATION AND ACCESS TO FACILITIES

- E3.1 The Work specified herein will take place at the following location:
- (a) City of Winnipeg Water Services, 552 Plinguet Street, Winnipeg, Manitoba, R2J 0G2.
- E3.2 Normal operating hours for most of the areas in the facilities is primarily between 7:30 am and 4:00 pm, Monday to Friday, excluding statutory holidays. Portions of the facilities are continuously occupied to support City of Winnipeg Water Services operations.
- E3.3 Obtain approval from the Contract Administrator at least two (2) Working Days in advance when intending to carry out Work outside normal working hours. Do not initiate Work outside normal hours without the Contact Administrator's approval except when the Work is unavoidable or absolutely necessary for:
- (a) preventing injury to any person or saving the life of any person; or
 - (b) preventing damage to property where the circumstances placing the property in danger could not reasonably have been foreseen and where the immediate carrying out of such Work is necessary in order to prevent damage to that property; in which case the Contractor shall immediately advise the Contract Administrator in writing that such Work outside the normal working hours is necessary and of the reasons for this. He shall also state the nature and extent of Work to be carried out.
- E3.4 Coordinate activities with City personnel and any other contractors that may be working concurrently on the Site(s).
- E3.5 The Contractor must comply with all City policies set forth in this document and detailed instructions provided after the Work is awarded.
- E3.6 All Contractor personnel are to sign in upon arrival at the facilities and sign out prior to leaving each day.

ASBESTOS ABATEMENT

E4. DETAILED SCOPE OF WORK

E4.1 General Requirements

E4.1.1 The general requirements shall include but not be limited to the following:

- (i) mobilization;
- (ii) demobilization; and
- (iii) health and safety.

E4.2 Asbestos Abatement – Ceiling Systems at 552 Plinguet North

E4.2.1 The asbestos abatement of the ceiling systems at 552 Plinguet North shall include:

- (i) removal and disposal of 14 square metres of transite ceiling in the Boiler Room;
- (ii) removal and disposal of 4 square metres of drywall ceiling in the Women's Washroom;
- (iii) removal and disposal of 3 square metres of drywall ceiling in the Janitor's Closet;
- (iv) removal and disposal of 28 square metres of transite ceiling and lay-in acoustic tile ceiling (LAT) in the Men's Locker Room;
- (v) removal and disposal of 22 square metres of transite ceiling and LAT in Corridor; and
- (vi) removal and disposal of 9 square metres of plaster ceiling in the Men's Shower/Washroom.

E4.3 Asbestos Abatement – Ceiling Systems at 552 Plinguet South

E4.3.1 The asbestos abatement of the ceiling systems at 552 Plinguet South shall include:

- (i) Removal and disposal of 33 square metres of drywall ceiling in the Men's Washroom and Hallway.

E4.4 Asbestos Abatement – Walls and floors at 552 Plinguet North and South

E4.4.1 The asbestos abatement of the wall and floors at 552 Plinguet North and South shall include:

- (i) cutting, sleeving and abatement of drywall, transite, plaster walls or other wall having an ACM surface treatment. Locations to be coordinated with Divisions 21 and 26.
- (ii) coring, sleeving and abatement of block walls containing vermiculite. Locations indicated by Division 21 and 26.
- (iii) coring, sleeving and abatement of vinyl adhesive tiles and mastic have ACM. Locations indicated by Divisions 21 and 26.

E5. PROCESS SYSTEM OPERATION REQUIREMENTS

E5.1 The facilities related to the Work are critical to the distribution of treated water for the City of Winnipeg. Under no condition shall equipment or power be shut down without prior permission of the Contract Administrator or appointed City representative. Similarly, coordination and approval are required prior to returning equipment back into service or power being energized.

E5.2 The Work shall be scheduled and performed such that there is minimal disturbance to facility operations, as such Work outside the normal hours of facility operation may be required.

E5.3 It is possible that equipment failure within the facilities, or another unforeseen condition, could cause an event where construction must be stopped immediately and process/distribution equipment brought back online. The City, upon their sole discretion, may delay or stop the Work at any time, require the Contractor to return equipment into service as soon as possible and reschedule the Work.

E6. OUTLINE OF WORK

- E6.1 Supply all labour, material, plant and equipment necessary to safely execute and complete all Work of this Contract.
- E6.2 Protect surfaces, building fabrics and items remaining within the Asbestos Work Area.
- E6.3 Protect and maintain electrical, mechanical and other services passing through the Asbestos Work Area required maintaining such services in occupied areas. Isolate and protect remaining services. Failure to maintain designated services may result in serious disruption of the City's operations.
- E6.4 Isolate the Asbestos Work Area from adjoining spaces using at a minimum caution tape supported on pylons or similar. Ensure Work area signage is provided at access points.
- E6.5 Remove, clean and replace at completion of Work, non-operating mechanical and electrical equipment, ducting, building components, materials or items removed to accommodate asbestos abatement.
- E6.6 Remove and dispose of as asbestos-containing waste, building components, materials and items contaminated by asbestos that cannot be effectively cleaned.
- E6.7 Encapsulate remaining ACMs at locations where removal is deemed impractical. Encapsulation will not be permitted where removal of building materials or structures scheduled for demolition will facilitate access to the asbestos materials in question.
- E6.8 Remove and dispose of asbestos-containing waste.
- E6.9 Handling, removal, clean-up or repair of ACMs or surfaces contaminated with asbestos is to be performed following wet removal techniques except at locations adjacent to high voltage lines, live steam lines, etc., where the use of water may result in a hazardous condition for the workers. Do not commence Work at such locations without notifying the Contract Administrator in writing. Complete removal at such locations with dry removal techniques.
- E6.10 Barriers used to separate the Work area from Occupied Areas, are to remain in place until completion of the Work as directed by the Contract Administrator.
- E6.11 Perform a final clean of the Work area to remove visible signs of asbestos, other debris or settled dust.
- E6.12 Apply a lock-down agent to exposed surfaces throughout the Work area, and to surfaces from which any asbestos had been removed.

E7. REGULATIONS

- E7.1 Comply with Federal, Provincial, and local requirements, provided that in any case of conflict among those requirements or with these specifications, the more stringent requirements shall apply. Work shall be performed under regulations in effect at the time the Work is performed.

E8. QUALITY ASSURANCE

- E8.1 Removal and handling of asbestos-containing or contaminated materials is to be performed by Competent Persons trained in the methods, procedures and industry practices for asbestos abatement.
- E8.2 Ensure Work proceeds to schedule, meeting all requirements of this specification.
- E8.3 Complete Work so that at no time airborne dust, visible debris, or water runoff contaminate areas outside the Asbestos Work Area.

E8.4 Any contamination of surrounding area (indicated by visual inspection or air monitoring) shall necessitate the clean-up of effected area, and in the same manner applicable to an Asbestos Work Area at no cost to the City of Winnipeg.

E8.5 All Work of this section involving electrical, mechanical, carpentry, glazing, etc., shall be performed by licensed persons experienced and qualified for the Work required.

E9. INSPECTION

E9.1 From commencement of the Work until completion of clean-up operations, the Contract Administrator's representative is empowered by the Contract Administrator to inspect for compliance with the requirements of governing authorities, adherence to specified procedures and materials, and to inspect for final cleanliness and completion.

E9.2 The Contract Administrator's representative is empowered by the Contract Administrator to order a shutdown of Work when leakage of asbestos from the controlled Work area has occurred or is likely to occur.

E9.3 Any deviation from the requirements of the specifications or governing authorities that is not approved in writing may result in a stoppage of Work, at no cost to the City.

E9.4 Additional labour or materials expended by the Contractor to rectify unsatisfactory conditions and to provide performance to the level specified shall be at no additional cost to the City.

E9.5 Facilitate inspection and provide access as necessary. Make good Work disturbed by inspection and testing at no cost to the City.

E9.6 The following inspections are to take place at defined points throughout the abatement operation specific to each phase or Work area:

(a) Contaminated Perimeter Preparation

(i) Inspection of preparation of Asbestos Work Area.

(b) Dismantling Inspection

(i) Inspection after application of lock-down agent as required.

(ii) Dismantling of perimeter barriers and all other work associated with turnover of area of Work underway to occur following completion of the asbestos abatement work.

E9.7 Provide minimum two (2) Working Days written notice to the Contract Administrator of any request for scheduling of Milestone Inspections.

E9.8 Do not proceed with next phase of Work until written approval of each milestone is received from the Contract Administrator.

E10. AIR MONITORING

E10.1 Contractor is to engage the services of a third party Asbestos Abatement Monitoring and Inspection Agency.

E10.2 Air monitoring will be performed using Phase Contrast Microscopy (PCM) following the National Institute for Occupational Safety and Health Method 7400.

E10.3 Co-operate in the collection of air samples, including requiring Workers to wear sample pumps for up to full-shift periods. Contractor will be responsible for the cost of testing equipment repairs or resampling resulting from the actions of the Contractor's forces.

E10.4 Results of PCM samples of 0.05 fibres per millilitre of air (fibre/mL) or greater, outside an Asbestos Work Area, will indicate asbestos contamination of these areas. Respond as follows:

(a) suspend Work within the adjoining Asbestos Work Area until written authorization to resume Work has been received from the Contract Administrator;

- (b) isolate and clean area in the same manner applicable to the Asbestos Work Area;
- (c) maintain Work area isolation, and repeat clean-up operations until visually inspection and air monitoring results are at a level equal to that specified; and
- (d) at the discretion of the Contract Administrator, provide additional negative air units at locations specified in response to elevated fibre levels being detected in the clean room of the Decontamination Area or Occupied Areas.

E10.5 Results of PCM samples in excess of 0.01 fibres per millilitre of air (fibre/mL), collected within the Asbestos Work Area after the Site has passed a visual inspection, and an acceptable coat of lock-down agent has been applied, will indicate Asbestos contamination of these areas. Respond as follows:

- (a) maintain Work area isolation and re-clean entire Work area. Then apply another acceptable coat of lock-down agent to exposed surfaces throughout the Work area; and
- (b) repeat above measures until visually inspected and air monitoring results are at a level equal to that specified.

E10.6 Additional labour or materials expended by the Contractor to rectify unsatisfactory conditions and to provide performance to the level specified shall be at no additional cost to the City.

E10.7 Cost of additional inspection and sampling performed as a result of elevated fibre levels in areas outside the Asbestos Work Area or from within the Work area following completion of Work, will be back charged to the Contractor.

E11. NOTIFICATION

E11.1 Not later than ten (10) Working Days before commencing Work on this project, notify in writing the local office of Manitoba Labour and Immigration, Workplace Safety and Health Division. Provide telephone notification again immediately prior to start of Work.

E11.2 Notify sanitary landfill site prior to disposal of ACMs as per local requirements.

E11.3 Inform all trades on Site of the presence and location of ACMs identified in the contract documents.

E12. WORKER PROTECTION

E12.1 General

- (a) Instruct workers before allowing entry to the Asbestos Work Area. Instruction shall include training in use of respirators, dress, entry and exiting from an Asbestos Work Area, and all other aspects of Work procedures and protective measures.
- (b) Workers shall not eat, drink, smoke or chew gum or tobacco except in established locations outside the Asbestos Work Area.
- (c) Provide and post at access points to the Asbestos Work Area, the procedures described under Safe Work Manitoba – Guide for Asbestos Management.

E12.2 Respiratory Protection

- (a) During wet removal and cleaning of asbestos-containing or contaminated materials, supply and use at a minimum, non-powered half-face negative pressure dust respirators with P-100 filters.
- (b) Provide and ensure the use of respiratory equipment appropriate for the Work being performed for persons who are required to enter the Asbestos Work Area.
- (c) Respiratory protective devices shall be certified by the National Institute of Occupational Safety and Health (NIOSH) or other testing agency acceptable to governing authorities.
- (d) Maintain respiratory equipment in proper functioning and clean condition or remove from Site.

- (e) Respiratory equipment shall be identified with permanent markings with current list of persons utilizing such equipment displayed in a clean area on Site.
- (f) Filters used shall be tested following each use in accordance with manufacturer's specifications or replaced once worn in an Asbestos Work Area.
- (g) Used filters may not be removed from the project Site except for disposal.
- (h) Ensure that no person required to enter an Asbestos Work Area has facial hair which affects the seal between respirator and face.
- (i) Store respirators, and tested filters that will be reused, in an established clean area on Site.
- (j) Charging of equipment batteries shall be in an established clean area on Site.

E12.3 Protective Clothing and Equipment

- (a) All personnel required to enter the Asbestos Work Area must use disposable full body coveralls with attached head covering. Once coveralls are worn, treat and dispose of as asbestos-contaminated waste.
- (b) Use hard hats, safety shoes and other protective apparel required by applicable construction safety regulations.

E13. VISITOR PROTECTION

- E13.1 Provide clean protective clothing, equipment and approved respirators to Authorized Visitors.
- E13.2 Instruct Authorized Visitors in the use of protective clothing, respirators, and Asbestos Work Area entry and exit procedures.
- E13.3 Maintain one (1) emergency access kit (equipped with respirator, protective clothing, etc.) at each access point to Asbestos Work Area for use by Contract Administrator or Authorized Visitors.

E14. SIGNAGE

- E14.1 Work Area Signs: Post signs in both official languages at access points to the Asbestos Work Area. Where possible, provide signage immediately prior to entering Asbestos Work Area.
- E14.2 Container Signs: Label containers for the disposal of asbestos as follows:
 - (a) CAUTION CONTAINS ASBESTOS FIBRES (25 mm high).
 - (b) Do Not Mishandle (19 mm high).

E15. WASTE AND MATERIAL HANDLING

- E15.1 Asbestos-containing or contaminated materials removed during the Work shall be treated, packaged, transported and disposed of as asbestos-contaminated waste.
- E15.2 Materials that could tear or puncture a 6 mil (0.15mm) polyethylene bag shall be packaged and disposed of in sealed rigid waste container.
- E15.3 Redundant non-ACMs, rubble and debris removed during the Work shall be treated, packaged, and disposed of as asbestos contaminated waste. With written approval of the Contract Administrator, non-porous materials may be cleaned, sprayed with a sealer and disposed of as clean waste.
- E15.4 Transportation of all waste and materials through Occupied Areas of the building is limited to outside normal operating hours stated in **Error! Reference source not found.** along predetermined routes and must be covered or placed within carts. Clean-up waste routes and loading area after each load. Use asbestos abatement precautions if appropriate or requested by the Contract Administrator or representative.

E15.5 Garbage bins shall be dropped at designated locations and shall remain covered and enclosed (locked) while at the building Site.

E15.6 Pick-up and drop off of garbage bin(s) shall be at pre-approved times, and must not interfere with building operations.

E16. DUMP MONITORING

E16.1 Ensure each shipment of containers is accompanied by a Contractor's representative who will supervise dumping of containers and ensure all guidelines and regulations are followed.

E16.2 Equip each shipment of containers with full personal protective equipment and tools required to properly clean-up spilled asbestos in the case of a failure in an Asbestos Waste Container.

E17. MATERIALS AND EQUIPMENT

E17.1 Materials and equipment must be in good condition and free of asbestos, asbestos debris, and fibrous materials. Disposable items must be of new materials only.

E17.2 Asbestos Waste Container: Impermeable container acceptable to Ministry of the Environment and disposal Site. Labelled as required, comprised of the following:

- (a) A sealed 6 mil (0.15 mm) polyethylene bag, inside a second 6 mil (0.15 mm) sealed polyethylene bag.
- (b) A sealed 6 mil (0.15 mm) polyethylene bag, positioned inside or outside a rigid sealed container of sufficient strength to prevent perforation of the container during filling, transportation and disposal.

E17.3 Lock-Down Agent: Sealant for purpose of trapping residual dust and shall be capable of withstanding surface temperature of substrate. Product must be compatible with replacement materials and must have flame spread & smoke development ratings of less than 50 and shall leave no stain when dry.

- (a) Acceptable product: Serpiflex Shield or approved equal.

E17.4 Polyethylene Sheeting: 6 mil (0.15 mm) minimum thickness, unless otherwise specified, in sheet size to minimize joints.

E17.5 Polyurethane Foam: Slow expanding one component foamed-in place polyurethane rigid insulation. Foam must have acceptable fire and smoke development ratings or be removed at completion of Work.

E17.6 Protective Coveralls: Disposable full body coveralls complete with hoods.

- (a) Acceptable material: Tyvek coveralls or approved equal.

E17.7 Rip-Proof Polyethylene Sheeting: 8 mil (0.20 mm) fabric made up from 5 mil (0.13 mm) weave and two (2) layers of 1.5 mil (0.05 mm) poly laminate or approved equal. In sheet size to minimize on-Site seams and overlaps.

E17.8 Sprayer: Airless sprayer capable of providing a fine mist or spray while maintaining sufficient velocity to penetrate surface of ACM through to substrate without blowing loose the material as it is being wetted.

E17.9 Wetting Agent: Non-sudzing surface active agent.

- (a) Acceptable product: Aqua-Gro or approved equal.

E18. EXECUTION

E18.1 Clean Site Preparation

- (a) Moving of City owned equipment, tools, supplies, and stored materials which can be performed without disturbing ACMs will be performed by the City.
- (b) Erect appropriate barriers between Asbestos Work Area and Occupied Areas.
- (c) Pre-clean all surfaces using HEPA vacuum or damp cloth prior to installing protection.
- (d) Where Site conditions permit the isolation of existing power supply within the Asbestos Work Area without disturbance of asbestos ensure existing power supply to Work area is isolated at panel, tagged, disconnected or grounded where necessary. Power supply to remaining areas of building must not be disrupted during Work of this Section.
- (e) Maintain fire alarms, sensors and detectors operational. Provide necessary protection without hampering the detection ability of this system.
- (f) Pre-clean with HEPA vacuum and make watertight all electrical trenches and headers located in floor of Work area using caulking and tape.
- (g) Provide required tools, equipment, vacuums and asbestos waste receptacles within the Asbestos Work Area.
- (h) Post required signs at all access points to the sealed Asbestos Work Area.

E18.2 Wet Removal of Asbestos

- (a) Proceed with selective demolition of building components, materials and items scheduled for demolition at locations required to facilitate access to concealed ACMs.
- (b) Ensure any non-asbestos debris or rubble generated during this selective demolition is removed from the immediate area prior to commencement of any asbestos removal.
- (c) The Contractor shall remain responsible for the clean-up and disposal of all debris or rubble not able to be successfully segregated from asbestos-containing or contaminated materials during the selective demolition as completed by this Section.
- (d) In areas of wet removal of spray or trowel applied material, spray asbestos with amended water using airless spray equipment. Saturate asbestos to prevent release of airborne fibres during removal. Fully saturated asbestos may be scraped directly into waste containers or may be allowed to fall to floor.
- (e) All dislodged debris and fibres shall be maintained in wet state and placed in waste containers for disposal as Work progresses and at the end of each shift.
- (f) Repeatedly mist the air throughout the performance of this Work while maintaining surfaces within the Asbestos Work Area in a damp state.
- (g) Remove as directed by the Contract Administrator, non-operating mechanical services, ducting, ceiling structures or similar items, obstructions and sections of walls at service shafts, chases and cavities as required to remove ACMs.
- (h) Following completion of gross asbestos removal Work, perform the following:
 - (i) wet clean all surfaces from which asbestos has been removed with stiff bristle brushes, vacuums, wet-sponges etc. to remove visible residue and fibrous materials;
 - (ii) wet clean all other surfaces in the Asbestos Work Area, including the decontamination facilities, equipment, surfaces of polyethylene sheeting, floor and walls surfaces, ducts and similar items not covered with polyethylene sheeting;
 - (iii) remove all wash water as contaminated waste; and
 - (iv) repeat final cleaning procedures until the Work area is at a standard of cleanliness acceptable to the Contract Administrator.
- (i) As Work progresses, and at regular intervals, transport sealed and labelled asbestos waste containers from the Asbestos Work Area to an authorized waste disposal Site.

E18.3 Dry Removal of Asbestos

- (a) At Site locations where the use of wet removal methods may result in a hazardous condition to Contractor's personnel or may risk damage to City 's property, dry removal

methods are to be used. Do not commence Work at such locations without notifying the Contract Administrator in writing.

- (b) Where required to complete both wet and dry removal Work within the same Work area, schedule dry removal Work in advance of wet removal Work.
- (c) Other than as specified below, all preparation and general procedures for wet removal apply.
- (d) Cleaning hose or wands, tools, etc., shall be non-conductive.
- (e) Live cables that are to be disturbed or relocated shall be handled using non-conductive protective gloves, under the direction of a qualified electrician.
- (f) Any scaffolding or platform to be used shall be grounded to the building ground bus or nearest cable tray ground bus at least two (2) grounding points using minimum #2/70 copper insulated wire.
- (g) Perform cleaning using dry methods. Do not use water or lock-down agent except where approved or instructed to by the Contract Administrator.
- (h) Control dust levels within dry removal Work areas as follows:
 - (i) add water to asbestos waste containers to saturate waste prior to sealing container.
 - (ii) wherever possible and without jeopardizing worker safety, repeatedly mist the air throughout the removal process while maintaining non-conductive surfaces within the Asbestos Work Area in a damp state.

E18.4 Application of Lock-Down Agent

- (a) Paint surfaces from which ACM has been removed with two (2) passes of lock-down agent.
- (b) Apply one (1) coat of lock-down agent as required to cover all other surfaces in the Asbestos Work Area, including all polyethylene and surfaces scheduled for demolition.

E18.5 Asbestos Work Area Teardown and Dismantling

- (a) Clean up
 - (i) Equipment used in contaminated Asbestos Work Area shall be washed to remove asbestos contamination, or double bagged for transportation prior to being removed from Asbestos Work Areas.
 - (ii) Seal vacuum, hoses and fittings, and all tools used in contaminated Work Site in 6 mil polyethylene bags prior to removal from Asbestos Work Area.
 - (iii) Clean-up Asbestos Work Area and all other surfaces that may be contaminated.

E18.6 Pipe Sleeves

- (a) Install pipe sleeves in wall and floor penetrations executed by this Work.
- (b) Sleeves to be provided by Fire Protection Contractor.

E19. CASH ALLOWANCES

- E19.1 The Contract price shall include a Cash Allowance of \$11,000.00 for asbestos abatement and air quality testing, as directed in E10 – Air Monitoring.
- E19.2 The Contract price, and not Cash Allowance, includes Contractor's overhead and profit in connection with the Cash Allowance for asbestos abatement monitoring and air quality testing.
- E19.3 Expenditures under Cash Allowances shall be authorized by the Contract Administrator.
- E19.4 Where the actual cost of asbestos abatement monitoring and air quality testing exceeds the amount of the allowance, the Contractor shall be compensated for the excess incurred and substantiated plus the amounts outlined in C7.4(d). Where the actual cost of the asbestos abatement monitoring and air quality testing is less than the amount of the allowance, the City

shall be credited for the unexpended portion of the cash allowance, but not for the Contractor's overhead and profit on such amount.

- E19.5 The Contract price will be adjusted by written order to provide for a difference between the amount of the Cash Allowance and the actual cost of the work for asbestos abatement testing and air quality testing.
- E19.6 The value of the work performed under asbestos abatement monitoring and air quality testing is eligible to be included in progress payments.
- E19.7 Schedule shall be prepared jointly by Contract Administrator and Contractor to show when items called for under Cash Allowances must be authorized by Contract Administrator for ordering purposes so that progress of Work will not be delayed.
- E19.8 The City reserves the right to delete any or all of the Cash Allowance from the Contract if the Work intended to be covered by the Cash Allowance is not required, or if the Works intended are found to be more extensive than the provisional Cash Allowance

PART F - SECURITY CLEARANCE

F0. SECURITY CLEARANCE

- F0.1 Each individual proposed to perform Work under this Contract and within the 552 Plinguet facilities shall be required to obtain a Police Information Check and a Public Safety Verification. The Police Information Check may be obtained from one of the following:
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) Sterling Talent Solutions forms to be completed can be found on the website at: <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F0.2 The original Police Information Check (Form P-612) 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 Police Information Check (Form P-612) to the Contract Administrator.
- F0.3 A Sterling Talent Solutions account must be setup prior to requesting individual background checks for any individual. This process should be done 72 hours prior to requesting the first check. The account can be setup using the following link. <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> . The Police Information Check must be received by the City directly through Sterling Talent Solutions;
- (a) Bidders shall set up an account with Sterling Talent Solutions under their company name and grant Sterling Talent Solutions permission to share the Police Information Check with the City of Winnipeg;
 - (i) Bidders will then be contacted by Sterling Talent Solutions with instructions on how to complete the Police Information Check; and
 - (ii) if additional assistance is required to obtain the Police Information Check, the Bidder may contact the following Sterling Talent Solutions representative:
Linda Ferens;
email: linda.ferens@sterlingts.com
phone: (204) 999-0912; or
 - (b) Public Safety Verification Checks can be obtained from Sterling Talent Solutions,
 - (i) Bidders will need to setup an account with Sterling Talent Solutions prior to requesting individual background checks.
 - (i) This process should be done 72hrs prior to requesting the first check. Accounts can be setup using the following link. <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>.
 - (ii) Results of the Public Safety Verification Check must be received by the City directly through Sterling Talent Solutions.
 - (iii) Bidders shall set up an account with Sterling Talent Solutions using their company name and grant Sterling Talent Solutions permission to share the Public Safety Verification Check with the City of Winnipeg;
 - (ii) Bidders will then be contacted by Sterling Talent Solutions with instructions on how to complete the Public Safety Verification Check; and
 - (iii) if additional assistance is required to obtain the Public Safety Verification Check, the Bidder may contact the following Sterling Talent Solutions Representative:
Linda Ferens;

email: linda.ferens@sterlingts.com;
phone: (204) 999-0912.

- F0.4 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 Police Information Check and a Public Safety Verification Check 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.
- F0.5 Any individual for whom a Police Information Check and/or a Public Safety Verification Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F0.6 Any Police Information Check and a Public Safety Verification Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F0.7 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 Police Information Check and/or a Public Safety Verification Check. Any individual who fails to provide a satisfactory Police Information Check and/or Public Safety Verification Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work as specified in F0.1

APPENDIX A –CONFIRMED AND PRESUMED ASBESTOS REPORT