



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 239-2018**

**REFURBISHMENT OF T-33 AIRCRAFT MONUMENT  
STURGEON CREEK PARK EAST**

**Note to Bidders: Please be aware of revisions to B14.4**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 REFURBISHMENT OF T-33 AIRCRAFT MONUMENT – STURGEON CREEK PARK EAST

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 25, 2018.

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

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

### **B3. SITE INVESTIGATION**

B3.1 Further to C3.1, the Contract Administrator or an authorized representative will be available at the Site at 10:00 a.m. on Thursday, June 14, 2018 to provide Bidders access to the Site.

B3.2 The Bidder is advised that Site Investigation is recommended to review existing conditions in order to evaluate the scope of work that is required

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

### **B4. ENQUIRIES**

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

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

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

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

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

### **B5. CONFIDENTIALITY**

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

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

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

## **B6. ADDENDA**

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.3 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.

## **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 the lump sum price in Canadian funds for the Work on Form B: Prices.

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

**B11. DISCLOSURE**

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

B11.2 The Persons are:

- (a) The Royal Military Institute of Manitoba, Winnipeg, MB.

- (i) Provided prior history and records on the T-33 Red Knight aircraft.
- (b) 435 Transport & Rescue Squadron, Canadian Armed Forces, Winnipeg, MB.
  - (i) Provided NDT aircraft technicians to perform preliminary inspection and final report of the T-33 aircraft current condition.
- (c) 17 Wing, Heritage Office, Winnipeg, MB.
  - (i) Provided original 1963-64 Construction Drawings of finish schemes, identification markings, color charts, layout of lettering/numerals and Red Knight insignia for T-33 aircraft.
- (d) Altered State Scaffolding, Winnipeg, MB.
  - (i) Provided construction budget cost estimate for all containment structures, such as scaffolding, hoarding, platforms, etc. used to segregate the work area from adjoining occupied and unoccupied areas.
- (e) MEP Brothers, Winnipeg, MB.
  - (i) Donation of ENDURA Paint two-component epoxy urethane sealer and two-component high performance polyurethane topcoat coating (paint).
- (f) WOOD (formerly AMEC Foster Wheeler Inc.), Winnipeg, MB.
  - (i) Provided ALS Environmental Analytical Report and Quality control Report on T-33 aircraft existing paint samples.

## **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; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);

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

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

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

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

## **B18. AWARD OF CONTRACT**

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

- B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B18.2.1 Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B18.3 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**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

D1.1 In addition to the *General Conditions for Construction*, these Supplemental Conditions are applicable to the Work of the Contract.

#### **D2. SCOPE OF WORK**

D2.1 The Work to be done under the Contract shall consist of the refurbishment, repairs and painting of the T-33 aircraft monument, steel supports and concrete mantel.

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

- (a) Mobilization and demobilization on Site.
- (b) Site access and development.
- (c) Site protection of existing trees.
- (d) The restoration of the T-33 aircraft may be completed within Sturgeon Creak Park East or at a location determined by the Contractor in agreement with the City of Winnipeg and Contract Administrator.
- (e) Prepare and isolate the specified works from adjoining occupied and unoccupied areas and construct worker and waste contamination facilities at the perimeter of the work area. All containment structures, such as hoardings, platforms, etc., that are used to segregate the work area are to remain in place until direct by the Contract Administrator.
- (f) The presence and/or suspect presence of lead and other heavy metals have been identified within the surface coating (paint) on the T-33 aircraft.
- (g) Removal of surface coatings (paint) associated with the Golden Centennaires Canadair/Lockheed T-33 Silver Star aircraft prior to or in conjunction with restoration activities.
- (h) All hazardous materials removed shall be transported and disposed as specified.
- (i) Lifting of aircraft framework or carcass separate from existing steel supports and concrete mantel.
- (j) Work is to be carried out during agreed upon hours with the City of Winnipeg and the contract Administrator.
- (k) Concrete repairs and/or replacement to support mantel.
- (l) Priming and painting of aircraft to original color schemes, markings, letterings and insignias of T-33 Red Knight.
- (m) Site restoration of disturbed areas with topsoil and seeding in accordance with City of Winnipeg Standard Construction Specifications CW 3520 and CW 3540.
- (n) Site restoration and final clean-up of project.

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

D3.1 The Contract Administrator is:

Lou Chubenko  
Project Officer 2

Telephone No. 204 470-7881  
Email Address lchubenko@winnipeg.ca

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

D3.3 Bids Submissions must be submitted to the address in B8.

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

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

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

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

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

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

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

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

#### **D6. NOTICES**

D6.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4, or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D3.1.

D6.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following:

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

D6.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg  
Legal Services Department  
Attn: Director of Legal Services

Facsimile No.: 204 947-9155

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

**SUBMISSIONS**

**D7. AUTHORITY TO CARRY ON BUSINESS**

D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

**D8. SAFE WORK PLAN**

D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgmt/Safety/default.stm>

**D9. INSURANCE**

D9.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) Wrap-up liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive per occurrence and five million dollars (\$5,000,000.00) general aggregate, covering bodily injury, personal injury, riggers liability, property damage, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations consistent with industry standard insurance policy wordings. Wrap-up liability insurance to also include evidence of contractual liability and cross liability clauses;
  - (i) The Contractor shall be responsible for deductibles up to \$50,000.00 maximum of any one loss.
  - (ii) Such insurance to be written jointly in the names of the City, Contractor, and Sub-contractors.
  - (iii) BellMTS, Manitoba Hydro, Shaw and Teles shall be shown as additional insured, as required by Contract.
  - (iv) Wrap-up liability insurance shall be maintained from the date of the commencement of the Work until the date of Total Performance of the Work and shall include 24 months completed operations coverage which will take affect after Total Performance;
- (b) Contractor's pollution liability (CPL) in the amount of at least one million dollars (\$1,000,000.00) per occurrence and two million (\$2,000,000.00) annual aggregate insuring against claims covering third-party injury and property damage claims and including clean-up costs and transported cargo as a result of pollution conditions arising suddenly or gradually from the Contractor operations and completed operations. Such policy to name the City as an additional insured and remain in place for 24 months after Total Performance;
- (c) Property in transit and property insurance for equipment, tools, field office and portable toilets to be used directly or indirectly in the performance of the Work on the project that may be owned, rented, leased or borrowed;



- (d) Bailee coverage for the T-33 aircraft under property insurance should it be required to be removed and/or stored at the Contractors location to facilitate the restoration.

D9.2 Deductibles shall be borne by the Contractor.

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

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

D9.5 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

#### **D10. PERFORMANCE SECURITY**

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

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

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

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

#### **D11. SUBCONTRACTOR LIST**

D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

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

D12.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

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

- (a) a critical path method (C.P.M.) schedule for the Work;
  - (b) a Gantt chart for the Work based on the C.P.M. schedule; and
- all acceptable to the Contract Administrator.

D12.3 Further to D12.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:

### **D13. SITE ACCESS AND CONSTRUCTION STAGING PLAN**

D13.1 The Contractor shall provide the contract Administrator with a Site Access and Development and Construction Staging Plans 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 the General Conditions for the return of the executed Contract.

D13.2 The Contractor's proposed sequence of Work activities to construct the specified Works.

D13.3 The Contractor shall not be permitted to proceed with Work until the Site Access and Development and Construction Staging Plans have been approved in writing by the Contract Administrator.

### **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 D7;
  - (ii) evidence of the workers compensation coverage specified in C6.15;
  - (iii) the Safe Work Plan specified in D8;
  - (iv) evidence of the insurance specified in D9;
  - (v) the performance security specified in D10;
  - (vi) the Subcontractor list specified in D11;
  - (vii) the Detailed Work Schedule specified in D12: and
- (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 City intends to award this Contract by June 29, 2018

D14.3.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

#### **D15. SUBSTANTIAL PERFORMANCE**

D15.1 The Contractor shall achieve Substantial Performance by August 24, 2018.

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 by September 7, 2018.
- 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 Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City two hundred dollars (\$250.00) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- 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 Total 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.

## **D18. RESTRICTED WORK HOURS**

- D18.1 All Work shall be carried out between the hours of 07:00 and 22:00, Monday to Friday, and between 09:00 and 21:00 on Saturdays, Sundays, Civic, or Public Holidays.
- D18.2 No Work shall be performed outside of the hours stated in D18.1, without written permission from the contract Administrator. Approval will only be granted if it is in the best interests of the City of Winnipeg to do so.
- D18.3 The Contractor shall require written permission forty-eight (48) hours in advance from the Contract Administrator for any Work to be performed outside the hours outlined in D18.1.

## **CONTROL OF WORK**

### **D19. JOB MEETINGS**

- D19.1 Job meetings will be held at the Site at the discretion of the Contract Administrator. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D19.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

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

D20.1 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).

**D21. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D21.1 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**

**D22. INVOICES**

D22.1 Further to C12, the Contractor shall submit an invoice for each portion of Work performed. to:

The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9

Facsimile No.: 204-949-0864

Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)

D22.2 Invoices must clearly indicate, as a minimum:

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

D22.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

**D22.4 Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

**D23. PAYMENT**

D23.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**WARRANTY**

**D24. WARRANTY**

D24.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D24.1.1 For the purpose of Performance Security, the warranty period shall be one (1) year.

- D24.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.
- D24.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

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

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

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

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

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

BID OPPORTUNITY NO. 239-2018

REFURBISHMENT OF T-33 AIRCRAFT MONUMENT – STURGEON CREEK PARK EAST

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

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

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

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

**SIGNED AND SEALED**  
in the presence of:

\_\_\_\_\_  
(Witness as to Principal if no seal)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)**  
(See D10)

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

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 239-2018

REFURBISHMENT OF T-33 AIRCRAFT MONUMENT – STURGEON CREEK PARK EAST

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

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

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

\_\_\_\_\_ Canadian dollars.

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

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

Partial drawings are permitted.

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

\_\_\_\_\_  
(Address)

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



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

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

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

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

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

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

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)



## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:

Specification No.      Specification Title

#### **Division 02 – Surface Coating (Paint) Removal**

02 81 00                  General Requirements  
02 83 12                  Lead and Other Metal Coating Abatement

Drawing No.              Drawing Name/Title

S1                          Demolition and Renovation Plans and Details

357821\_Sht1              Aircraft Markings Numeral “1”  
357822\_Sht1              Aircraft Markings Numeral “2”  
357823\_Sht1              Aircraft Markings Numeral “3”  
357824\_Sht1              Aircraft Markings Numeral “4”  
357825\_Sht1              Aircraft Markings Numeral “5”  
357826\_Sht1              Aircraft Markings Numeral “6”  
357827\_Sht1              Aircraft Markings Numeral “7”  
357828\_Sht1              Aircraft Markings Numeral “8”  
357829\_Sht1              Aircraft Markings Numeral “9”  
357830\_Sht1              Aircraft Markings Numeral “0”

48294\_Sht1              Layout of Lettering – “ROYAL”  
48295\_Sht1              Layout of Lettering – “CANADIAN”  
48296\_Sht1              Layout of Lettering – “AIR”  
48297\_Sht1              Layout of Lettering – “FORCE”

51771\_Sht1-2              Finish Scheme  
51772\_Sht1-2              Identification Markings  
51676\_Sht1-6              Chart Aircraft Identification Markings  
51773\_Sht1-2              Red Knight Insignia

## **E2. HAZARDOUS MATERIALS**

- E2.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.

## **E3. MOBILIZATION AND DEMOBILIZATION**

### **E3.1 Description**

- E3.1.1 This Specification shall cover all operations relating to the mobilization and demobilization of the Contractor to the Site, as specified herein.

- E3.1.2 The Work to be done by the Contractor under the Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all things necessary for and incidental to the satisfactory performance and completion of all Works as hereinafter specified.

### **E3.2 Materials**

- E3.2.1 All materials supplied under this specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.

- E3.2.2 The Contractor shall be responsible for the supply, safe storage and handling of all materials as set forth in this Specification. All materials shall be handled in a careful and workmanlike manner, to the satisfaction of the Contract Administrator.

### **E3.3 Equipment**

- E3.3.1 All equipment, implements, tools and facilities used shall be of a size and type as required to complete the Work within reasonable time and at minimal disturbance to the Site and shall be subject to approval, inspection, and testing by the Contract Administrator.

- E3.3.2 The Contractor shall keep all equipment in good working order and have sufficient standby equipment available at all times, as required.

- E3.3.3 The Contractor shall be responsible for the supply, safe storage and handling of all materials as set forth in this Specification. All materials shall be handled in a careful and workmanlike manner, to the satisfaction of the Contract Administrator.

### **E3.4 Scope of Work**

- E3.4.1 The Work under this Specification shall include, but not be limited to:
- (a) Supplying, installing, maintaining, and removing secure temporary fencing and gates around the site;
  - (b) Supplying, installing, maintaining, and removing traffic control;
  - (c) Construction, maintaining, and removing Access Roadway;
  - (d) Pedestrian Safety;
  - (e) Supplying, setting up, and removing site office facilities (if required);
  - (f) Protecting and restoring existing infrastructure and utilities; and
  - (g) Refuse and recycling collection.

### **E3.5 Secure Site Fencing and Gates**

- E3.5.1 The Contractor shall erect and maintain for the duration of the project a safety fence, to restrict access to the Site. The fencing shall enclose the entire Site with appropriate gates or openings that are closed at the end of each Work day. Appropriate signs shall be erected to warn all recreational users of the park and the river that an open water hazard exists. Fence construction shall consist of Dupont Number L70 orange plastic safety fence

or approved equal in accordance with B7, with a mesh spacing of 45 mm and a minimum height of 1.2 metres supported by wood posts driven into the ground. The wood posts shall be sized and capable of maintaining the snow fence material upright, regardless of conditions. Upon completion of the work, all fence materials shall be removed and disposed off-site.

### E3.6 Traffic Control

E3.6.1 The Contractor is responsible to supply, erect, maintain and remove applicable traffic control devices, provide flag persons and follow traffic control procedures in accordance with City of Winnipeg Standard Construction Specification CW 1130 Section 3.7.

E3.6.2 The Contractor is responsible to make arrangements, at no cost to the City of Winnipeg or the Contract Administrator, with the City of Winnipeg Traffic Services Branch and the Winnipeg Parking Authority to implement parking restriction signing for regulated parking within and adjacent to the Site and to re-instate parking upon completion of the Work. This specification supersedes the City of Winnipeg Standard Construction Specification CW1130 Section 3.8 Parking Restrictions.

### E3.7 Temporary Access Roadway

E3.7.1 The Contractor shall construct and maintain a temporary roadway to provide access to the Work area.

- (a) The approximate location of access and egress is indicated on the Drawings.
- (b) The access roadway shall be maintained on a regular basis to provide continual unrestricted site access, to the satisfaction of the Contract Administrator.
- (c) The City of Winnipeg streets adjacent to all access roads and staging areas must be kept clean at all times.
- (d) Upon completion of the Work, the area shall be restored to its original condition.

### E3.8 Pedestrian Safety

E3.8.1 The necessary protection of pedestrian traffic shall be provided during construction, including flagmen (as necessary), barricades, fencing and signage.

E3.8.2 During the project, a temporary snow fence shall be installed and maintained around conditions hazardous to pedestrians.

E3.8.3 Appropriate warning signs shall be placed along the top of the access roadway during non-working hours to discourage public access to the Site.

### E3.9 Site Facilities

E3.9.1 The Contractor shall supply the following site facilities meeting the following requirements:

E3.9.2 A portable toilet shall be located at the Site through duration of the Work.

- (a) The toilet shall have a locking door and be for the exclusive use of the Contractor, Contract Administrator and other personnel from the City of Winnipeg.
- (b) The toilet shall be cleaned on a weekly basis immediately prior to each Site meeting. The Contract Administrator may request additional cleaning when deemed necessary.
- (c) The toilet shall be provided from the date of mobilization to the Site to demobilization from the Site.

### E3.10 Existing Infrastructure and Utilities

E3.10.1 The Contractor shall be responsible for protection of existing infrastructure and any utilities at the Site including above ground infrastructure.

- (a) The Contractor is responsible to obtain any required utility clearances prior to commencement of the Works. Any damaged infrastructure shall be repaired at the Contractor's expense.

- (b) The Contractor shall be responsible to ensure existing asphalt and concrete pathways, sidewalks, benches, and curbs are protected from damage due to construction activities. Any damaged asphalt and concrete pathways, sidewalks, and curbs shall be repaired or replaced at the Contractors expense, as approved by the Contract Administrator.
- (c) If required, the Contractor shall be responsible for raising or relocating the existing overhead lines located on the site to provide sufficient clearance for construction equipment. A permit for the relocation or raising of overhead lines shall be obtained. Upon completion of the Work and demobilization, the contractor shall re-establish the overhead lines to their current location.
- (d) Repair or replace all damaged pavement, sidewalk, curbs or other infrastructure, damaged as a result of the Work in accordance with applicable City of Winnipeg Standard Construction Specifications.

#### E3.11 Refuse and Recycling Collection

- E3.11.1 While access to refuse and/or recycling collection vehicles is restricted, on collection day(s) the Contractor shall move all of the affected property owners refuse and/or recycling materials to a nearby common area to permit the normal collection vehicles to collect the materials. Immediately following recycling collection, the Contractor shall return refuse and/or recycling receptacles to the addresses marked on the receptacles.

#### E3.12 Quality Control

- E3.12.1 All workmanship and all materials furnished and supplied under this Specification are subject to close and systematic inspection and testing by the Contract Administrator including all operations from the selection and production of materials through to final acceptance of the specified Work.
- E3.12.2 The Contractor shall be wholly responsible for the control of all operations incidental thereto, notwithstanding any inspection or acceptance that may have been previously given. The Contract Administrator reserves the right to reject any materials or Works, which are not in accordance with the requirements of this Specification.

### **E4. SITE ACCESS AND DEVELOPMENT**

#### E4.1 Description

- E4.1.1 This Specification shall cover all operations relating to developing and maintaining Site access and work to be undertaken in preparation of the Site, as specified herein.
- E4.1.2 The work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work hereinafter specified.

#### E4.2 Scope of Work

- E4.2.1 The Work under this Specification shall include, but not be limited to:
  - (a) Construction of temporary access roadway; and
  - (b) Protection of existing trees.

#### E4.3 Temporary Access Road

##### E4.3.1 Description

- (a) This Specification shall cover all operations relating to constructing, maintaining, and removing a temporary access ramp, as specified herein.

##### E4.3.2 Construction Methods

- (a) Prior to commencing construction, the Contractor shall submit a Site Access and Construction Staging Plan to the Contract Administrator for approval.
- (b) The location of the access road shown on the Drawings is approximate and shall be reviewed by the Contractor and Contract Administrator prior to construction.
- (c) The access road shall be constructed in a manner that minimizes disturbance to the Site.

## **E5. PROTECTION OF EXISTING TREES**

### **E5.1 Description**

E5.1.1 This Specification shall cover all operations relating to the protection of existing trees during at the Site during mobilization, demobilization and construction. The Contractor shall take the following precautionary steps to avoid damage from construction activities to any existing trees.

E5.1.2 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work hereinafter specified.

### **E5.2 Construction Methods**

E5.2.1 Methods and procedures that prevent damage or risk of damage to existing trees identified shall be employed during construction and approved by the Contractor Administrator. The Contractor will field verify and flag all trees to be protected.

E5.2.2 Do not stockpile materials or park vehicles and equipment within 2 metres of trees.

E5.2.3 Above ground clearance for overhanging branches in the Work zone must be anticipated. No trees may be removed or pruned without written approval from the Contract Administrator. Tree pruning of City owned trees may only be done by a Contractor approved by the project's certified arborist or Urban Forestry Branch.

E5.2.4 Strap mature tree trunks with 25 x 150 x 2400 mm wood planks. Smaller trees shall be similarly protected using appropriately sized wood planks.

E5.2.5 No objects may be attached to trees protected by a City by-law without written authorization by the City of Winnipeg.

E5.2.6 American elm trees shall not be pruned between April 1st and August 1st and Siberian elm trees between April 1st and July 1st of any year under provisions of The Dutch Elm Disease Act.

E5.2.7 All damage to existing trees due to construction activities shall be repaired to the requirements and satisfaction of the City of Winnipeg, Planning, Property and Development Department, Municipal Accommodations Division, Forestry Branch at the Contractor's expense.

## **E6. SITE RESTORATION**

### **E6.1 Description:**

E6.1.1 This Specification shall cover site restoration works by re-establishing vegetation in disturbed areas (topsoil and seeding).

E6.1.2 The Work to be done under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work hereinafter specified.

### **E6.2 Restoration of Disturbed Areas**

#### E6.2.1 Seeding and Topsoil

##### (a) Description

- (i) The Contractor shall restore all areas disturbed due construction activities to original condition or better, as approved by the Contract Administrator, using topsoil and seed within landscaped grassed areas (fenced area). Topsoil is to be placed in disturbed areas within the riverbank, on top of the erosion control blanket, and all other natural areas.
- (ii) All topsoil and seeding Work shall be performed in accordance with City of Winnipeg Standard Construction Specifications CW 3520 and CW3540.

#### E6.2.2 Construction Methods

- (a) Topsoil shall be placed 75 mm thick in all disturbed areas and on top of the erosion control blanket and prior to seeding in landscaped grassed areas.
- (b) The seed and topsoil shall be placed evenly.

### **E7. CONCRETE MANTEL REPAIRS AND RESTORATION**

#### E7.1 Pressure Grouting

- E7.1.1 Remove all loose and delaminated concrete above and around corroded reinforcing steel.
- E7.1.2 Extend concrete removal to ensure reinforcing bars are completely free of corrosion and well bonded to the surrounding concrete.
- E7.1.3 Where the concrete removal has extended to expose more than 1/3 of the circumference of a reinforcing bar, the concrete adjacent to the bar shall be removed to create minimum of 20mm clearance between the steel and exposed concrete surface.
- E7.1.4 Sandblast the exposed area to remove all rust from reinforcing steel and remove all deleterious material from concrete surfaces.
- E7.1.5 Where more than 30% of the cross-sectional area of any reinforcing has been lost due to corrosion, add additional bars to supplement.
- E7.1.6 Provide plywood formwork (with form release agent) to match original beam profile providing minimum 25mm concrete cover to main reinforcing steel.
- E7.1.7 Provide drainage outlets for presoaking and suitable access points to pump in repair mortar.
- E7.1.8 Seal around edge of formwork.
- E7.1.9 Mix and pump in MASTEREMACO S 440 MC or approved equal in accordance with B7.
- E7.1.10 Formwork shall be in place for a minimum of 4 days.

#### E7.2 Concrete Works

- E7.2.1 Concrete materials and workmanship shall be in accordance with CAN/CSA-A23.1 (latest edition).
- E7.2.2 Cement Type shall be as noted in individual Mix Designs to CAN/CSA-A5.
- E7.2.3 Mix water shall be potable. Calcium chloride shall not be used.
- E7.2.4 Admixtures shall not be used unless specified herein or approved by the Contract Administrator. Calcium chloride shall not be used.
- E7.2.5 Design, fabricate and erect formwork/shoring in accordance with CAN/CSA-S269.3-M92. Allow sufficient concrete curing time prior to removal.
- E7.2.6 Place and secure all embedded anchors, weld plates, sleeves, bucks, dowels, inserts, water stops, etc. prior to pouring concrete. Coordinate with all trades.



E7.2.7 Provide adequate cold/hot protection as required during curing period.

E7.2.8 Concrete Mix Design

20 Day Comp. Strength	30 MPA
Cement	Type 10
Water/Concrete Ratio	0.45
Aggregate Size (maximum)	¾"
Entrained Air	4% - 6%%
Slump (maximum)	3 ½" (+/- ½")

E7.3 Reinforcing

E7.3.1 All bars to conform to CSA G30.18-M92: Grade 400.

E7.3.2 All steel shall be detailed in accordance with the current ACI Detailing Manual.

E7.3.3 Minimum clear cover to reinforcing – 38mm.

E7.3.4 All reinforcing shall be held in place with proper accessories.

E7.3.5 Do not cut reinforcing at opening where it can be spread continuously around opening.

E7.3.6 All reinforcing steel shall be cleaned of all dirt, grease and other deleterious materials prior to placing.

E7.3.7 All reinforcing shall be new billet deformed bars.

E7.3.8 Reinforcing steel supplier shall submit Shop Drawings for review of fabrication, sizes, dimensions, placement and splice locations.

**E8. PAINTING SCHEDULE**

E8.1 General:

E8.1.1 Aircraft Paint Finish Schemes – Black, white and read colours. Refer to 239-2018\_Drawing\_51771\_Sht1-2-R0.

E8.1.2 Aircraft Identification Markings – Red Knight insignia, RCAF insignia/lettering, Canadian flag, registration number and borders. Refer to 239-2018\_Drawing\_51772\_Sht1-2-R0.

E8.1.3 Aircraft Identification Chart – Chart Procedures, Interpretation of Symbols and application of decals. Refer to 239-2018\_Drawing\_51676\_Sht1-6-R0.

E8.1.4 Layout of Insignia – "RED KNIGHT". Refer to 239-2018\_Drawing\_51773\_Sht1-2-R0.

E8.1.5 Layout of Lettering – "ROYAL". Refer to 239-2018\_Drawing\_48294\_Sht1-R0.

E8.1.6 Layout of Lettering – "CANADIAN". Refer to 239-2018\_Drawing\_48295\_Sht1-R0.

E8.1.7 Layout of Lettering – "AIR". Refer to 239-2018\_Drawing\_48296\_Sht1-R0.

E8.1.8 Layout of Lettering – "FORCE". Refer to 239-2018\_Drawing\_48297\_Sht1-R0.

E8.1.9 Layout of Numeral – "1". Refer to 239-2018\_Drawing\_357821\_Sht1-R0.

E8.1.10 Layout of Numeral – "2". Refer to 239-2018\_Drawing\_357822\_Sht1-R0.

E8.1.11 Layout of Numeral – "3". Refer to 239-2018\_Drawing\_357823\_Sht1-R0.

E8.1.12 Layout of Numeral – "4". Refer to 239-2018\_Drawing\_357824\_Sht1-R0.

E8.1.13 Layout of Numeral – "5". Refer to 239-2018\_Drawing\_357825\_Sht1-R0.

E8.1.14 Layout of Numeral – "6". Refer to 239-2018\_Drawing\_357826\_Sht1-R0.

E8.1.15 Layout of Numeral – "7". Refer to 239-2018\_Drawing\_357827\_Sht1-R0.

E8.1.16 Layout of Numeral – "8". Refer to 239-2018\_Drawing\_357828\_Sht1-R0.

E8.1.17 Layout of Numeral – "9". Refer to 239-2018\_Drawing\_357829\_Sht1-R0.

## **E9. SITE RESTORATION**

### **E9.1 Description:**

E9.1.1 This Specification shall cover site restoration works by re-establishing vegetation in disturbed areas (topsoil and seeding).

E9.1.2 The Work to be done under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work hereinafter specified.

### **E9.2 Restoration of Disturbed Areas**

#### **E9.2.1 Seeding and Topsoil**

##### **(a) Description**

(i) The Contractor shall restore all areas disturbed due construction activities to original condition or better, as approved by the Contract Administrator, using topsoil and seed within landscaped grassed areas (fenced area). Topsoil is to be placed in disturbed areas within the riverbank, on top of the erosion control blanket, and all other natural areas.

(ii) All topsoil and seeding Work shall be performed in accordance with City of Winnipeg Standard Construction Specifications CW 3520 and CW3540.

#### **E9.2.2 Construction Methods**

(a) Topsoil shall be placed 75 mm thick in all disturbed areas and on top of the erosion control blanket and prior to seeding in landscaped grassed areas.

(b) The seed and topsoil shall be placed evenly.

(c) Seed and topsoil shall not be placed in a frozen state.

## **E10. WORK ITEMS BY THE CITY OF WINNIPEG**

### **E10.1 Description:**

- E10.1.1** This Specification shall cover works by the City of Winnipeg pertaining to the supply of the paint products for the refurbishment of the aircraft and steel support arms.
- E10.1.2** The Work to be done under this Specification shall include the supply and delivery of the ENDURA Paint EP-2C Sealer and the EX-2C low VOC topcoat paints.
- E10.1.3** Furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work hereinafter specified.
- E10.1.4** The Work to be done by the Contractor under this Specification shall include the application of the City of Winnipeg supplied materials (sealer and paint).