



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 604-2018

**CEMENTITIOUS GROUTING WITH HIGH DENSITY FOAM INJECTION TO CAVITIES
IN HOLLOWCORE BEAM FOUNDATIONS**

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 CEMENTITIOUS GROUTING WITH HIGH DENSITY FOAM INJECTION TO CAVITIES IN HOLLOWCORE BEAM FOUNDATIONS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 11th, 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 Bidder shall attend a Site meeting at 10:00am on August 16th, 2018 . Attendance is mandatory, and the Bid of any Bidder not having attended will be rejected on the basis that it is non-responsive.

B3.2 The Bidder is advised that where a large multiple axle vehicle is to be used to complete any of the Work involved in the specification, the locations for the Work are accessed across grassed, uneven grounds in many circumstances; some are adjacent to roadways many locations are greater than fifty (50) feet from the roadway. All Sites are located within Interment sections at the heads of already interred Interment Sites (occupied graves). The Bidder is responsible for determining:

(a) the nature of the surface and subsurface conditions at the Site;

(b) the location, nature, quality or quantity of the materials to be employed in the performance of the Work;

(c) the nature, quality or quantity of the Plant needed to perform the Work;

(d) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and

(e) all other matters which could in any way affect his/her bid or the performance of the Work

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

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

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 promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

- B4.4 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.
- B4.5 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.
- B4.6 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/bidopp.asp>
- 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, only to the Bidder who requested approval of the substitute.

B7.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely 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).

B8.9 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.
- B10.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10.3 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.
- B10.4 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.

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) Concrete Restoration Services Limited

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);
 - (d) A minimum 5 years' experience in completing grouting using NCFI 24-486 or approved substitute in accordance with B7 in similar circumstances;
 - (e) A Manufacturers Specification for Use and Literature clearly stating the suitability of the Polyethylene Foam product to be used in completion of the Work identified in **PART E Specifications**;
 - (f) A Manufacturers Specification for use and Literature clearly stating the suitability of the Outdoor Sealant product to be used in completion of the Work identified in **PART E Specifications**.
- 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/>.
- 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 therefrom (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), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B17.4.1 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 The Work of this Contract is contingent upon Council approval of sufficient funding in the 2018 and 2019 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.
- B18.4 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B17.
- B18.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B18.5 Notwithstanding C4, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B18.6 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 .
- 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 provision of preventative maintenance services by cementitious grouting and foam injection of hollowcore beam cavities, including pinning and fastening and sealing of Military Monument joints for the period from September 17th, 2018 until September 16th, 2019, with the option of two (2) mutually agreed upon One (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on September 16th of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

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

- (a) To undertake preventative maintenance to existing installed concrete hollowcore beams in the Brookside cemetery and Military Field of Honour:
 - (i) by infilling the cavities with injected polyurethane foam (NCFI 24-486); and
 - (ii) grout sealing using cementitious material coloured and finished to match exactly to existing concrete colouring and finished surfaces, in all minor surface cracking or cavity openings; and
 - (iii) sealing all joints between Military Monuments and beam openings using waterproof external sealant, to prevent fracturing and cracking of the beams by water ingress and the action of freeze thaw cycles
- (b) The beams are mounted on piers and contain the Granite Upright Military Monuments at each Interment Site.
- (c) A hollowcore beam may consist of either three (3) tube cavities in Field of Honour locations, or two (2) tube cavities in public cemetery Sections; all tubes run parallel. The middle tube of the three (3) tube cavity beams contains the upright Military Monuments.
- (d) Some beams may require the installation of galvanised twelve (12) mm reinforcing threaded rod/bolt, nut and plate sets, to prevent any existing open cracking from spreading, during the injection process. The ends of each rod will be held together by a 101.6 mm galvanized plate.
- (e) Locations and volume of reinforcing to be agreed with the Contractor and City Representative prior to commencement of foam injection in the beam.
- (f) Some beams may be located a 150 foot distance from where machinery or vehicles are able to be located.

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.3.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2018.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. COOPERATIVE PURCHASE

D3.1 The Contractor is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of The City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:

- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods and/or services;
- (b) a participant may specify a duration of Contract shorter than the duration of this Contract;
- (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
- (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.

D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.

D3.8 No participant shall have the right or authority to effect a change in the contract, or of any other Participant in this Contract.

D4. DEFINITIONS

D4.1 When used in this Bid Opportunity:

- (a) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (b) "**Veterans or Military Marker/Monument**" means the Granite Military Monument installed in the hollowcore beams at the head of each Interment Site.;
- (c) "**Interment**" means Burial;
- (d) "**Interment Site**" means Grave.
- (e) "**Memorials**" means Monuments and Flat Markers installed in the cemetery grounds on Interment Sites.
- (f) "**Foundations**" means Beams.

D4.2 Notwithstanding C1.1, when used in this Bid Opportunity:

(a) "**Section**" means Section of the cemetery;

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Janzen O'Donnell
Cemeteries Coordinator

Telephone No. 204 794 4258

Email Address jodonnell@winnipeg.ca

D5.2 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.

D6. CONTRACTOR'S SUPERVISOR

D6.1 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.

D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D7.1 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.

D7.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D7.3 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.

D7.4 A Contractor who violates any provision of D7 may be determined to be in breach of Contract.

D8. NOTICES

D8.1 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.

D8.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D8.3, 0 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D5.1.

D8.3 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

- D8.4 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

- D8.1 Bids Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 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.

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 for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
 - (c) an 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.
- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.
- D10.4 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.

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. EQUIPMENT LIST

- D12.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment the Contractor proposes to utilize (Form K: Equipment List) at least ten (10) 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 All routes to be travelled in the cemetery and all equipment to be used in the grounds must have prior approval from the Contract Administrator.

SCHEDULE OF WORK

D13. COMMENCEMENT

- D13.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D13.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) evidence of the insurance specified in D10;
 - (iv) the Subcontractor list specified in D11; and
 - (v) the Equipment List specified in D12.
 - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D13.3 The Contractor shall commence the Work on the Site within five (5) Working Days of placing of an order, except where otherwise agreed at the time of ordering.

D14. COMPLETION OF WORK

- D14.1 The Contractor shall complete all Work contained in each purchase order within the designated deadlines provided with each purchase order received from the Contract Administrator. Completion time for year one (1) purchase order will be a maximum 40 Working days from the receipt of purchase order.
- D14.2 Work on Site may only be completed Monday to Friday between the hours of 7:30 am and 4:30pm; on Site Work outside of these hours must be pre-approved in writing by the Contract Administrator.

D15. FUNERAL VISITATION AND TEMPORARY WORK SHUTDOWN

- D15.1 The Contractor's staff and equipment must at all times respect the right-of-way of funeral traffic flows within the Cemetery and about the construction Sites. They must promote safe and easy vehicular / pedestrian flow in every circumstance.
- D15.2 The Contractor's staff must always be aware that visitations/funeral services do occur within the Cemetery and appropriate respect must be granted such visitors.
- (a) Noisy construction activity may, from time to time, necessitate a minor shut down of Work/equipment to accommodate a funeral or visitation.
 - (b) All such shut down time is to be logged by the Contractor and verified by the Contract Administrator at the time of occurrence.

D16. ORDERS

D16.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D17. RECORDS

D17.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D17.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) User name(s) and addresses;
- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided, including location of service provided identified by the Interment Site number and listed in a spreadsheet..

D17.3 The Contractor shall provide the Contract Administrator with a copy of the records for each invoice within fifteen (15) Calendar Days of the completion of Work for each ordered Section of the cemetery.

CONTROL OF WORK

D18. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D18.1 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).

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

D19.1 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.

D20. SAFETY AND HEALTHY WORKPLACE

D20.1 Further to C6, the Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D20.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

- (a) The Contractor shall tape off the Work area with yellow or orange flagging tape, in order to protect the public so that no one is allowed within the Work area.

D20.3 All Contractor delivery vehicles must enter the cemetery via the Logan Avenue entrance. The Contractor shall be responsible for contacting the authorities having jurisdiction for verifying and abiding by the roadway bridge loading restrictions. The dates required for access to the entrance shall be agreed with the Contract Administrator a minimum 5 business Working days prior to the date access is required.

D20.4 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;

- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) pedestrian and other traffic on cemetery roadway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (e) fire hazards in or about the Work are eliminated, a no smoking policy must be applied in the cemetery grounds and within all City facilities;
- (f) The Contractor's equipment shall be limited to existing road allowances only and to roadway and entrances as agreed with the Contract Administrator. No equipment shall be allowed to cross or occupy grassed portions of the Cemetery without express written permission of the Contract Administrator.

D20.5 The Contractor's employees are unable to make use of the existing washroom facilities and must make alternate arrangements.

D20.6 Water services at the Cemetery Sites are metered and permission from the Contract Administrator shall be required prior to connecting to any services. Appropriate fees will be charged to the Contractor for such service.

D21. EMPLOYEE BEHAVIOUR AND SUPERVISION

D21.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees behave at all times in a manner appropriate to persons in a City facility or vehicles. The Contractor shall, without limitation, ensure that employees:

- (a) Behave in a courteous and polite manner to City staff and other persons in the facility/cemetery;
- (b) Drive all vehicles in accordance to the Highway Traffic Act and the Cemeteries By-Law 130-2007, Rules and Regulations concerning driving in the cemetery grounds;
- (c) Do not smoke within a City facility/cemetery grounds; and,
- (d) Obey all posted safety rules and The Cemeteries By-Law 130-2007, Rules and Regulations therein.

D21.2 Appropriate respect shall be shown to visitors, Memorials and Interment Sites at all times. Failure to do so will result in the Contract Administrator asking the offender to remove himself immediately from the Site/Work area/Cemetery.

D21.3 The Contractor's staff shall not in any way desecrate the sanctity of the Cemetery through the;

- (a) scattering of litter;
- (b) the playing of music or radios;
- (c) the wearing of inappropriate dress code;
- (d) the use of profanity or shouting.

D22. DRESS CODE AND IDENTIFICATION

D22.1 The Contractor's employees shall wear clothing with the Contractors name shown and to include:

- (a) no visible rips or torn clothing;
- (b) no slogans or inflammatory designs;
- (c) a sleeved shirt, T-shirt, sweater or hoodie;
- (d) an employee's identification in a laminated card visible at all times on City property.

MEASUREMENT AND PAYMENT

D23. INVOICES

D23.1 Further to C12, the Contractor shall submit an invoice for each cemetery Section of Work performed within 15 business days of completing a Section of Work. 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

D23.2 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;
- (g) a schedule of the section of Work completed and identifying the Interment Site numbers where Work has been completed.

D23.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D23.4 Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.

D24. PAYMENT

D24.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D24.2 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D25. WARRANTY

D25.1 Notwithstanding C13.2, the warranty period shall begin on the date of Final Inspection Approval by the Contract Administrator of all Work completed in a Cemetery Section Site and shall expire two (2) years thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D25.2 On completion of Work provide all manufacturer's guarantees and warranties and deposit with Contract Administrator.

**FORM K: EQUIPMENT LIST
(SEE D12)**

**CEMENTITIOUS GROUTING WITH HIGH DENSITY FOAM INJECTION TO CAVITIES IN
HOLLOWCORE BEAM FOUNDATIONS**

| |
|---|
| <p>1. Category/type: TRUCKS</p> <p>Make/Model: _____ GVWR Weight: _____</p> <p>Registered owner: _____</p> <p>Number of Axels: _____ Width: _____</p> <p>Height: _____</p> <p>Size and Number of stabilizers: _____</p> |
| <p>2. Category/type: TRUCKS</p> <p>Make/Model: _____ GVWR Weight: _____</p> <p>Registered owner: _____</p> <p>Number of Axels: _____ Width: _____</p> <p>Height: _____</p> <p>Size and Number of stabilizers: _____</p> |
| <p>3. Category/type: Any other driven Vehicle or Equipment</p> <p>Make/Model: _____ GVWR Weight: _____</p> <p>Registered owner: _____</p> <p>Number of Axels: _____ Width: _____</p> <p>Height: _____</p> <p>Size and Number of stabilizers: _____</p> |
| <p>4. Category/type: Any other driven Vehicle or Equipment</p> <p>Make/Model: _____ GVWR Weight: _____</p> <p>Registered owner: _____</p> <p>Number of Axels: _____ Width: _____</p> <p>Height: _____</p> <p>Size and Number of stabilizers: _____</p> |

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

| <u>Specification Number:</u> | <u>Specification Title</u> |
|------------------------------|---|
| S002 | NCFI_Polyurethanes_Technical_Data_Sheet |

| <u>Drawing No.</u> | <u>Drawing Name/Title</u> |
|--------------------|--|
| D001 | Brookside_Cemetery_Map with Field of Honour Sections Highlighted to show where Work is required. |

E2. SERVICES

- E2.1 Contractor is advised that all damage occasioned to Monuments during the performance of the following Works, shall be chargeable to the Contractor at the replacement and installation cost for each affected Monument; current replacement cost is \$925.00, installation cost where hollowcore beam is already foamed is \$545.00 per Monument. All fees and charges are subject to GST.
- E2.2 Contractor is advised to keep a record of all identified Monument damage and to notify the Contract Administrator in writing of such damage, prior to commencement of Work on the hollowcore beam where the Monument is installed. Failure to notify the Contract Administrator in writing will render the Contractor liable for replacement of the Monument.
- E2.3 Pinned reinforcing of hollowcore beams containing visible minor cracking shall be approved by the Contract Administrator prior to commencement of any Work on a beam.
- The Contractor shall pin and fasten minor cracked hollowcore beam Sites as approved by the Contract Administrator and in accordance with the requirements hereinafter specified:
 - Drill and insert one set of galvanised 12mm reinforcing rod/bolt, nut and plate, at locations as agreed upon with Contract Administrator. Plates to be 101.6mm galvanized plate.
 - Care must be taken to not occasion further damage to beam during the installation and drilling process; Contractor shall be held responsible where due care has not been taken, for repairing or replacement/s caused by avoidable damage.
- E2.4 Foam inject hollowcore beam tubes in accordance with the requirements hereinafter specified and Specification Number S002 NCFI_Polyurethanes_Technical_Data_Sheet:
- Drill beams ready for injection of foam, drilling at locations providing for complete tube cavity filling. Contractor is responsible for ensuring further cracking damage to beam is not occasioned during drilling and foam injection of beams.

- (b) Ensure all Monuments are level and upright with no leaning and are in alignment with adjacent Monuments and Monuments in beams in front and behind rows. The Contractor is responsible for straightening all leaning Monuments and ensuring they remain in position during curing of foam. All Monuments shall be viewed from both, the end of the row and from front elevation and be in a visibly straight line after foam injection is fully cured complete.
 - (c) Foam inject hollowcore beam cavities, using NCFI 24-486 polyurethane 4LB density closed cell structural grout foam until all cavities are visibly filled. A manufacturer's specification sheet for the high density foam clearly stating suitability of the product for this application must be included with the Contractors submitted bid pricing.
- E2.5 Cementitious grout sealing of all drilled entry points, all surface cracking and the ends of each hollowcore tube to be completed in accordance with the requirements hereinafter specified:
- (a) Cementitious grout colour must match existing beam colour and be finished to match exactly level with all surfaces and match the finish of the beam. Finished appearance to be virtually unnoticeable.
 - (b) Cementitious material used on surfaces of hollowcore beams to be a rapid setting type and able to withstand any potential UV and freeze thaw damage.
 - (c) Cementitious material used on end surfaces of hollowcore tubes to be a flexible coating and able to protect foam from any potential UV damage.
- E2.6 All joints between Monuments and hollowcore beams to be sealed in accordance with the requirements hereinafter specified:
- (a) Using outdoor building grade silicone waterproof sealant, apply around at the joint between the Monument and beam to prevent any water ingress. A manufacturer's specification sheet for the sealant shall state suitability for this application and shall be provided prior to the award of Contract.
 - (b) Finished sealant smooth with the beam and Monument surfaces using level lines; visible blobs of sealant and uneven lines of sealant are not permitted.
 - (c) Sealant colouring to match closely to beam surface colours.
- E2.7 Contractor is responsible for removing all waste from Site and disposing in applicable manner. Site shall be left clean and free of any debris at completion of Work to each hollowcore beam. All Monuments shall be clean and free of any dirt, foam or sealant splash.

E3. HAZARDOUS MATERIALS

- E3.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all Work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.