



THE CITY OF WINNIPEG

TENDER

TENDER NO. 942-2020

**PARTIAL ROOF REPLACEMENT AT FORT ROUGE TRANSIT GARAGE – 421
OSBORNE STREET**

TABLE OF CONTENTS

PART A - BID SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices
- Form G1: Bid Bond and Agreement to Bond

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	2
B6. Addenda	2
B7. Substitutes	2
B8. Bid Components	3
B9. Bid	4
B10. Prices	4
B11. Disclosure	5
B12. Conflict of Interest and Good Faith	5
B13. Qualification	6
B14. Bid Security	7
B15. Opening of Bids and Release of Information	8
B16. Irrevocable Bid	8
B17. Withdrawal of Bids	8
B18. Evaluation of Bids	8
B19. Award of Contract	9

PART C - GENERAL CONDITIONS

C0. General Conditions	1
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PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Form of Contract Documents	1
D3. Scope of Work	1
D4. Contract Administrator	1
D5. Contractor's Supervisor	1
D6. Notices	1
D7. Furnishing of Documents	2

Submissions

D8. Authority to Carry on Business	2
D9. Safe Work Plan	2
D10. Insurance	2
D11. Contract Security	3
D12. Subcontractor List	4
D13. Detailed Work Schedule	4

Schedule of Work

D14. Commencement	4
D15. Working Days	5
D16. Substantial Performance	5
D17. Total Performance	5
D18. Liquidated Damages	6
D19. COVID-19 Schedule Delays	6

Control of Work

D20. Job Meetings	7
-------------------	---

D21. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	7
D22. The Workplace Safety and Health Act (Manitoba) – Qualifications	7
Measurement and Payment	
D23. Payment	7
Warranty	
D24. Warranty	7
Third Party Agreements	
D25. Funding and/or Contribution Agreement Obligations	8
Form H1: Performance Bond	10
Form H2: Labour and Material Payment Bond	12
Form J: Subcontractor List	14

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Hazardous Materials	1
E3. General	1
E4. Quality Assurance/Control	4
E5. Storage and Delivery	5
E6. Fire Protection	5
E7. Materials	5
E8. Execution	8
E9. Preparation	9
E10. Vapour Barrier Installation on Steel Deck	9
E11. Insulation	10
E12. Sump Insulation Panel Installation	10
E13. Installation of Flame Stop Membranes	10
E14. Installation of Self-Adhesive Base Sheet on Field Surface	10
E15. Base Sheet Flashing Installation (Self-Adhered)	11
E16. Roofing Cap Sheet Installation (Torch-Applied Membrane)	11
E17. Membrane Walkway Installation	12
E18. Waterproofing for Various Details	12
E19. Tie-ins	12
E20. Plumbing Vents	12
E21. Flashing Roof Drains	12
E22. Metal Flashings	13
E23. Steel Roof Decking	13
E24. Lead-Based Paint	14

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PARTIAL ROOF REPLACEMENT AT FORT ROUGE TRANSIT GARAGE – 421 OSBORNE STREET

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, February 26, 2021.

B2.2 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 9:00 AM on February 5, 2021 to provide Bidders access to the Site. Investigations are by appointment only and for a maximum of two (2) attendees per Bidder to maintain current social distancing measures related to COVID-19 pandemic. Each Site investigation will be approximately 30 minutes in duration.

(a) Bidders are requested to register for the site investigation by contacting via email to the Contract Administrator identified in D4.1, before February 2, 2021.

(b) Bidders are requested to meet outside of the 421 Osborne Street Transit Garage Front Desk.

(c) Bidders attending the Site Investigation outlined in B3 are required to provide their own Personal Protective Equipment; at a minimum CSA approved safety footwear and non-medical mask or face covering.

B3.2 The Bidder is advised that the site setup and access will be reviewed.

B3.3 All Bidder attendees are required to review the City's latest revision of a COVID-19 Daily Self-Screening Questionnaire and respond in writing (ie. Mark "yes" or "no" to each question, print date and full name, sign questionnaire) and bring in person to the Contract Administrator or authorized representative at the Site Investigation. Failure to provide written confirmation to the Contract Administrator or authorized representative may result in the Bidder attendee being denied access to the Site Investigation. A sample copy of the COVID-19 Daily Self-Screening Questionnaire is provided in Appendix A.

B3.4 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 D4.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender, 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 Tender 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 Tender 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.
- B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

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 Tender 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 Tender, 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 MERX website at www.merx.com.
- B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX 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 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- 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 B18.
- 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/Proposal;
 - (b) Form B: Prices;
 - (c) Form G1: Bid Bond and Agreement to Bond.
- B8.2 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.
- B8.3 The Bid shall be submitted electronically through MERX at www.merx.com
- B8.3.1 Bids will **only** be accepted electronically through MERX.

B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B18.1(a).

B9. BID

B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.

B9.2 Paragraph 2 of Form A: Bid/Proposal 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/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B9.4 Paragraph 13 of Form A: Bid/Proposal 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/Proposal should be entered below such signatures.

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.

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

B10.1.2 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D25. Any such costs shall be determined in accordance with D25.

B10.2 The Bidder shall state a separate price in Canadian funds for each of the following items of Work on Form B: Prices:

- (a) Separate Price - Item No. 1 shall be the amount to be deducted from the lump sum price if Section D3 of the roof is deleted in accordance with E3.1 (b) (vi) of the Specifications;

- (b) Separate Price - Item No. 2 shall be the amount to be deducted from the lump sum price if Section D2 of the roof is deleted in accordance with E3.1 (b) (v) of the Specifications.
- B10.2.1 Notwithstanding C12.2.3(c), prices on Form B: Prices shall not include the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.3 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10.4 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B10.4.1 Bidders are advised that the calculation indicated in B18.5 will prevail over the Total Bid Price entered in MERX.

B11. DISCLOSURE

- B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B11.2 The Persons are:
 - (a) N/A

B12. CONFLICT OF INTEREST AND GOOD FAITH

- B12.1 Further to C3.2, Bidders, by responding to this Tender, 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 Tender 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 Tender process) of strategic and/or material relevance to the Tender 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 Tender 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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- 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) Roofing Contractor must be registered with Soprema's PAQ+S program or if alternate roofing system is approved that manufactures' certification program.
 - (i) Provide Contract Administrator with written certificates issued by roofing manufacturer before beginning any roofing work.

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™) in the form of:
 - (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™ 1COR™ Program;
 - (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. BID SECURITY

B14.1 The Bidder shall include in its Bid Submission bid security in the form of a digital bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in Form G1: Bid Bond and Agreement to Bond, available on The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/MatMgt/templates/files/eBidsecurity.pdf>.

B14.2 Bid security shall be submitted in a digital format meeting the following criteria:

- (a) The version submitted by the Bidder must have valid digital signatures and seals;
- (b) The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.

(e) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B14.2(b).

B14.3 Bonds failing the verification process will not be considered to be valid and the bid shall be determined to be non-responsive in accordance with B18.1(a).

B14.4 Bonds passing the verification process will be treated as original and authentic.

B14.4.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.

B14.5 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly formed with the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

B14.6 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Tender.

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

B15.1 Bids will not be opened publicly.

B15.2 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 MERX website at www.merx.com.

B15.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.

B15.4 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).

B15.4.1 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.

B16. IRREVOCABLE BID

B16.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B16.2 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 until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B17. WITHDRAWAL OF BIDS

B17.1 A Bidder may withdraw his/her Bid without penalty prior to the Submission Deadline.

B18. EVALUATION OF BIDS

B18.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation there from (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B7.
- B18.2 Further to B18.1(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.
- B18.3 Further to B18.1(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 qualified.
- B18.5 Further to B18.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices adjusted, if necessary, as follows:
- (a) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder is within the budgetary provision for the Work, no adjustment will be made to the lump sum price bid; or
 - (b) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder exceeds the budgetary provision for the Work, the lump sum prices of all responsive Bids submitted by responsible and qualified Bidders will be adjusted by progressively deducting separate prices in the order listed in Form B – Prices until a Total Bid Price within the budgetary provision is achieved, i.e., Total Bid Price = Lump Sum Price - Separate Price No. 1 - Separate Price No. 2 .
- B18.6 Bidders are advised that the Lump Sum Price indicated on Form B: Prices will prevail over the Total Bid Price entered in MERX.
- B19. AWARD OF CONTRACT**
- B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B19.2 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 qualified, and the Bids are determined to be responsive.
- B19.2.1 Without limiting the generality of B19.2, 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.
- B19.3 The Work of this Contract is contingent upon Council approval of sufficient funding in the 2021 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.
- B19.4 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of D25 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.

- B19.5 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.
- B19.5.1 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.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2020-01-31) 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 Tender 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. FORM OF CONTRACT DOCUMENTS

D2.1 Notwithstanding C4.1(c) and C4.4, the Contract Documents will be provided to the Contractor electronically and there will be no requirement for execution and return to the City by the Contractor. Accordingly, the provisions under C4.4(a) and C4.4(b) are no longer applicable.

D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of the removal and disposal of the existing low-slope built-up roofing system(s) to decking c/w all flashings and curbs. Install a new roof system minimum R25 styrene-butadiene-styrene (SBS) modified bitumen low-slope system(s) including all new drainage, accessories and metal flashings for the high bay (south side) Building-A at 421 Osborne Street in Winnipeg with Soprema Colvent Two-Ply roof system or approved substitute according to B7, performing to industry standard CAN/CGSB-37.56-M. Existing roof top mechanical units and services to be removed and reinstalled in a phased approach to accommodate new roof work.

D3.2 The following shall apply to the Work:

- (a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions;
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>
- (b) Universal Design Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Adolfo Laufer
Project Manager

Telephone No. 204 986-2380

Email Address alaufer@winnipeg.ca

D4.2 At the pre-construction meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

D5.1 At the pre-construction meeting, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6. NOTICES

D6.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor

shall be sent to the facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

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 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.

D6.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155

D7. FURNISHING OF DOCUMENTS

D7.1 Upon award of the Contract, the Contractor will be provided with 'issued for construction' Contract Documents electronically, including Drawings in PDF format only.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

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

D9. SAFE WORK PLAN

D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Document, if applicable.

D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D9.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

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) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) all risks course of construction insurance in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and The City of Winnipeg, at all times during the performance of the Work and until the date of Total Performance.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the City Solicitor 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 the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

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. CONTRACT SECURITY

D11.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; and
- (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price.

D11.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:

- (a) the version submitted by the Contractor must have valid digital signatures and seals;
- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D11.1(b).

D11.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in its discretion, exercised reasonably, allows.

D11.1.3 Digital bonds passing the verification process will be treated as original and authentic.

D11.2 The Contractor shall provide the City Solicitor with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of an award letter 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 Documents, if applicable.

D11.3 The Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:

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

D12. SUBCONTRACTOR LIST

D12.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D13. DETAILED WORK SCHEDULE

D13.1 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
- (c) a daily manpower schedule for the Work

all acceptable to the Contract Administrator.

D13.2 Further to D13.1(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.

D13.3 Further to D13.1(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

D13.4 Further to D13.1(c), the daily manpower schedule shall list the daily number of individuals on the Site for each trade.

SCHEDULE OF WORK

D14. COMMENCEMENT

D14.1 The Contractor shall not commence any Work until he/she is in receipt of an award letter from the Award Authority authorizing the commencement of the Work.

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

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

- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- (c) tapered insulation shop drawings and all material submittals have been received by the Contract Administrator

D14.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the award letter.

D14.3 The City intends to award this Contract by March 26, 2021

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

D15. WORKING DAYS

D15.1 Further to C1.1(tt), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.

D15.2 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.

D15.3 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.

D15.4 The Contract Administrator will furnish the Contractor with a daily record for each major type of work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged. This report is to be signed each day by an authorized representative of the Contractor.

D16. SUBSTANTIAL PERFORMANCE

D16.1 The Contractor shall achieve Substantial Performance by August 20, 2021.

D16.2 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.

D16.3 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.

D17. TOTAL PERFORMANCE

D17.1 The Contractor shall achieve Total Performance by September 24, 2021.

D17.2 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.

D17.3 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.

D18. LIQUIDATED DAMAGES

D18.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City six hundred dollars (\$600.00) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.

D18.2 The amount specified for liquidated damages in D18.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.

D18.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D19. COVID-19 SCHEDULE DELAYS

D19.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.

D19.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D19.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.

D19.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D19.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D19.5 The Work schedule, including the durations identified in D16 to D17 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.

D19.6 Where Work not previously identified is being carried over solely as a result of delays related to COVID-19, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to COVID-19, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.

D19.7 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D20. JOB MEETINGS

- D20.1 Regular bi-weekly meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the Roofing Consultant 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.
- D20.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D21. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D21.1 Further to C6.26, 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).

D22. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D22.1 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

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 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.
- D24.2 Notwithstanding C13.2 or D24.1, 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:
- D24.2.1 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. 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.

THIRD PARTY AGREEMENTS

D25. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D25.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D25.2 Further to D25.1, in the event that the obligations in D25 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D25.3 For the purposes of D25:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D25.4 Modified Insurance Requirements
- D25.4.1 If not already required under the insurance requirements identified in D10, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D25.4.2 If not already required under the insurance requirements identified in D10, the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D25.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D25.4.4 Further to D10.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D25.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D25.5 Indemnification By Contractor
- D25.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D25.6 Records Retention and Audits

D25.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D25.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D25.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D25.7 Other Obligations

D25.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D25.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D25.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D25.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D25.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D25.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

FORM H1: PERFORMANCE BOND
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

TENDER NO. 942-2020

PARTIAL ROOF REPLACEMENT AT FORT ROUGE TRANSIT GARAGE – 421 OSBORNE STREET

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

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

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

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

FORM H2: LABOUR AND MATERIAL PAYMENT BOND
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

TENDER NO. 942-2020

PARTIAL ROOF REPLACEMENT AT FORT ROUGE TRANSIT GARAGE – 421 OSBORNE STREET

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

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

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

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

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

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

_____ day of _____, 20_____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

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 Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.4 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
942-2020_Drawing_A1-R0.pdf	Roof Plan
942-2020_Drawing_A2-R0.pdf	Sump Detail
942-2020_Drawing_A3-R0.pdf	PVStack Detail
942-2020_Drawing_A4-R0.pdf	Pitchbox Detail
942-2020_Drawing_A5-R0.pdf	Scupper Detail
942-2020_Drawing_A6-R0.pdf	Flashing Detail

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. GENERAL

E3.1 REQUIREMENTS

- (a) Furnish all labor, materials, tools and equipment necessary for the removal and disposal of existing roof system to the decking, including removal of non-operational roof curbing, flashings, etc, and the design and installation of a complete low-slope roof system capped with SBS modified bitumen two-ply system. (Soprema Colvent Base 830 & Colvent Traffic Cap 860) including the accessory items such as new drains, connections, scuppers, drain inserts, flashings, C-Ports c/w roof membrane protection traffic cap, Sopramastic Blocks (pitch boxes), at a minimum.
- (b) Roof areas to be included in pricing are:
- (i) A2, consisting of 443 sq.ft., located as indicated in drawing 942-2020_Drawing_A1-Roof Plan
 - (ii) A3, consisting of 2,080 sq.ft., located as indicated in drawing 942-2020_Drawing_A1-Roof Plan

- (iii) A4, consisting of 217 sq.ft., located as indicated in drawing 942-2020_Drawing_A1- Roof Plan
 - (iv) D1, consisting of 15,225 sq.ft., located as indicated in drawing 942-2020_Drawing_A1- Roof Plan
 - (v) D2, consisting of 14,500 sq.ft., located as indicated in drawing 942-2020_Drawing_A1- Roof Plan
 - (vi) D3, consisting of 21,825 sq.ft., located as indicated in drawing 942-2020_Drawing_A1- Roof Plan
 - (vii) D4, consisting of 14,680 sq.ft., located as indicated in drawing 942-2020_Drawing_A1- Roof Plan
 - (viii) D5, consisting of 16,390 sq.ft., located as indicated in drawing 942-2020_Drawing_A1- Roof Plan
- (c) Base bid system to be: Soprema Colvent Base 830 Traffic Cap 860. Adhesive Fastened System) All installed roofing systems must meet Code and Regulatory Requirements along with Recommendations of the most current edition as per the followings.
- (i) The roof assembly shall be in accordance with CSA A123.21-14 as it pertains to the wind uplift resistance. ULC Standards, ULC approved membranes Class C min. ASTM D 6162-4, system membrane. (Soprema Colvent Base 830 & Traffic Cap 860).
 - (ii) All recommendations of the Canadian Roofing Contractors Association (CRCA) "Shall have a design slope minimum of 3%-4% back-slope for drainage between drains and perimeter areas as to create positive drainage. Deflection of decking shall be taken into consideration.
 - (iii) Sheet Metal and Air Conditioning Contractor's National Association, (SMACNA)
 - (iv) All requirements of the Roofing System Manufacturer's Warranty, (RSMW)
 - (v) All applicable Province of Manitoba Building Codes
 - (vi) The manufacturer's application instructions for each product used are considered part of this specification and should be followed at all times.
 - (vii) Raising, re-setting, and protection of mechanical equipment (air conditioning equipment, ventilators, and exhaust fans) may be required. Removal and re-installing of perimeter lighting if required. Provision for temporary access and protection onto the roof, such as scaffolding, portable railings, plywood and rigid insulation roof protection, etc
 - (viii) Security camera removal and re-installation by Owner.

E3.2 SUBMITTALS

- (a) Submit product data sheets for primers, insulation, SBS membranes, adhesives, and MSDS for all products, other safety and handling instructions and installation instructions.
- (b) Submit a letter issued by Roofing Manufacturer stating approved licensed applicator status and approval to issue warranty for specified system on this project.
- (c) Submit roof system(s) adhesive patterns in accordance with CSA123.21-14 including minimum resistance for the field area, edge areas and corner areas. *(Including wind uplift calculation Wind-RCI.)*
- (d) Submit shop drawings showing the slope (saddle, cricket & back-slope) package of all roofs and flow path of rainwater. Confirm structural slope adequacy.
- (e) Prior to work submit copy of MB Hydro Commercial Building Envelope Program approval letter and incentive calculation if applicable.

E3.3 REFERENCE STANDARD (S)

- (a) Submit a report[s] within three (3) days of a request of the Contract Administrator, issued by a certified materials testing laboratory, attesting that the roofing system offered, was tested in accordance with CSA A 123.21-10, Standard Test Method for the Dynamic Wind Uplift Resistance of Membrane Roofing Systems. Test results shall demonstrate the roofing system provides a Dynamic Uplift Resistance (DUR) of -0.6kPa [-13psf] for the field

of the roof, -0.8kPa [-16 psf] for the edge of the roof, and -1.5kPa [-32psf] for the corners of the roof. End zone width 12 ft (3.7m).

- (b) Membranes must meet or exceed requirements of CGSB 37.56–M (9th Draft), Modified bituminous membranes, prefabricated and reinforced for roofing system.
- (c) Membranes must meet or exceed requirements of ASTM D 6162, Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements. Membranes must meet or exceed requirements of ASTM D 6163, Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.
- (d) Membranes must meet or exceed requirements of ASTM D 6164, Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Polyester Reinforcements.
- (e) Mineral Wool Roof Insulation boards must meet or exceed requirements of ASTM C 726, Standard Specification for Mineral Wool Roof Insulation Board.
- (f) Polyisocyanurate thermal insulation boards must meet or exceed requirements of CAN/ULC S704-011, Thermal Insulation, Polyurethane and Polyisocyanurate, Boards Faced.
- (g) Extruded Polystyrene Insulation Boards must meet or exceed requirements of CAN/ULC-S701-11, Polystyrene Insulation Board and Pipe Covering.
- (h) Roofing system must meet or exceeds requirements of CAN/ULC-S107-10, Methods of Fire Tests of Roof Coverings, class [C].

E3.4 DEFINITIONS

- (a) Roofing terminology: Refer to ASTM D 1079 Standard Terminology Relating to Roofing and Waterproofing and CRCA Roofing Reference Manual for definition of terms related to roofing work in this Section.

E3.5 COMPATIBILITY

- (a) Same manufacturer shall provide all waterproofing materials.

E3.6 TECHNICAL DOCUMENTS

- (a) Submit two (2) copies of the most current technical data sheets within five (5) days of contract award. These documents must describe the materials' physical properties, and explanations about product installation, including, restrictions, limitations and other manufacturer recommendations such as long-term maintenance.

E3.7 Inspection

- (a) Allow The City and its agent access to work area and materials for inspection purposes.
- (b) If Contractor covers or permits to be covered work that has been designated for special tests, inspections or approvals before such is made, uncover such work, have inspections or test satisfactory completed and make good such work. Cost of any re-work to be borne by the Contractor.
- (c) The City will order part of work to be examined if work is suspected to be not in accordance with contract documents. If, upon examination such work is found not to be in accordance with contract documents, correct such work and pay cost of examination and correction.
- (d) If defects are revealed during inspection and/or testing, appointed agency will request additional inspection and/or testing to ascertain full degree of defect. Correct defect and irregularities as advised at no cost to The City. Contractor shall pay costs for retesting and re-inspection.
- (e) Engagement of inspection/testing agencies does not relax the Contractor from the responsibility to perform Work in accordance with Contract Documents. Independent Inspection/Testing Agencies will be engaged for purpose of testing portions and inspecting of Work. Cost of such services will be paid by the The City, except for the following:

Inspection and testing required by laws, ordinances, rules, regulations or orders of public authorities.

E3.8 PROCEDURES

- (a) Notify appropriate agency in advance of requirement for tests, in order that attendance arrangements can be made.
- (b) Submit samples and/or materials required for testing, as specifically requested in specifications. Submit with reasonable promptness and in orderly sequence to not cause delays in Work.

E3.9 REJECTED WORK

- (a) Remove defective Work, whether result of poor workmanship, use of defective products or damage and whether incorporated in Work or not, which has been rejected by the Consultant as failing to conform to Contract Documents. Replace or re-execute in accordance with Contract Documents.
- (b) Make good other Contractor's work damaged by such removals or replacements promptly.
- (c) If in opinion of the Contract Administrator it is not expedient to correct defective Work or Work not performed in accordance with Contract Documents, Owner will deduct from Contract Price difference in value between Work performed and that called for by Contract Documents, amount of which will be determined by the Contract Administrator.

E3.10 REPORTS

- (a). Provide copies to Subcontractor of work being inspected or tested, manufacturer or fabricator of material being inspected or tested.

E3.11 TESTS

- (a) Contractor shall perform periodic tests as per applicable standards utilizing third party testing company if required. Results of tests shall be provided to the Contract Administrator.
- (b) Cost of tests shall be the responsibility of the Contractor. Additional test(s) and or site visits may be required due to faulty material and or workmanship. Cost of such tests/visits shall be borne by the Contractor.

E3.12 FIELD QUALITY CONTROL

- (a) Coordinate site work and inspections with the Contract Administrator Provide minimum 72 hours notice.
- (b) Inspection and testing of roofing membranes will be carried out by QCA Building Envelope Ltd including but not limited to membrane-substrate tensile adhesion testing conducted in general accordance with ASTM D 4541, using a Com-Ten Fastener Tester and membrane air-tightness in general accordance with ASTM E 1186.
- (c) Following project completion, the Contract Administrator along with the Roof Consultant shall conduct a detailed examination in conjunction with the Roofing Contractor.
- (d) Inspection or testing by Consultant will not augment or replace Contractor quality control nor relieve contractual responsibility.

E4. QUALITY ASSURANCE/CONTROL

E4.1 MEMBRANE ADHESION TESTING

- (a) The Consultant has the option to conduct pull tests to measure bond strength of roof air/vapour barrier membrane and roof insulation/membrane assembly. Results will be compared to manufacturer's recommendations to determine if corrective action is required and if roofing insulation and membrane(s) can continue. Including but not limited to membrane bond and field uplift resistance of assembly.

- (b) In the absence of manufacturer data, the standard of acceptance will be the average minus one standard deviation for the minimum bond strength.
- (c) Chain drag soundings may be completed on both the air/vapour barrier membrane installation and the cap sheet. A full and intimate bond is required. The Contractor shall rectify any de-bonded areas in accordance with manufacturer's specifications.

E4.2 Airtightness testing would be conducted on the air/vapour barrier; base sheet and cap sheet membrane(s). Testing may also include fasteners and penetrations. Testing would be done using an Air-Leak Detection Unit. Testing would be performed in general accordance with ASTM E 1186 "Standard Practices for Air Leakage Site Detection in Building Envelopes and Air Retarder Systems" (method 4.2.7 *Chamber Depressurization in Conjunction With Leak Detection Liquid*). *Level of acceptance shall be zero-leaks*. The Contractor shall rectify any unsealed areas in accordance with manufacturer's specifications.

E5. STORAGE AND DELIVERY

- (a) All materials shall be delivered and stored in their original packaging, in conformance with the requirements described in the SOPREMA Manual.
- (b) At all times, materials will be adequately protected and stored in a dry and properly ventilated area, away from any welding flame or spark and sheltered from the elements or any harmful substance.
- (c) Store adhesives and emulsion-based waterproofing mastics at a minimum 5 °C (41 °F). Store adhesives and solvent-based mastics at sufficient temperatures to ensure ease of application.
- (d) Materials delivered in rolls will be carefully stored upright; flashing will be stored to avoid creasing, buckling, scratches or any other possible damage.
- (e) Avoid material overloads, which may affect the structural integrity of specific roof areas.
- (f) Fuel must be stored in approved containers and placed in spill containments. Propane tanks must be properly stored and protected from any harms.

E6. FIRE PROTECTION

- (a) Prior to the start of work, conduct a site inspection to make sure that all procedures and proposed changes are approved to minimize the risk of fires
- (b) All nails, bolts, screws and other fasteners, etc. shall all be as recommended by the manufacturer of the materials for which they are to be used.
- (c) Respect safety measures described by the local association recommendations.
- (d) At the end of each workday, use a heat detector gun to spot any smouldering or concealed fire. Provide firewatcher for a minimum of two hours after final torch application.
- (e) Never apply the torch directly to old and wood surfaces.

E6.2 Throughout roofing installation, maintain a clean site and have one approved ABC fire extinguisher within 6 m (20 ft) of each roofing torch. Respect all safety measures described in technical data sheets. Torches must never be placed near combustible or flammable products. Torches should never be used where the flame is not visible or cannot be easily controlled.

E7. MATERIALS

E7.1 DIMENSIONAL LUMBER

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

E7.2 PLYWOOD SHEATHING

- (a) This shall be 1/2" construction D Grade spruce plywood.

E7.3 VAPOUR BARRIER MEMBRANE

- (a) Description: Self-adhesive membrane composed of SBS modified bitumen, with a surface screen made of high-density polyethylene laminated between two layers of polyethylene films. The width of the membrane is 1.14 m (45 in) to allow the membrane to fit on the top of most structural steel deck profiles. The self-adhesive underface is protected with a silicone plastic release film.
- (b) Specified Product: Soprapav'r by Soprema or approved equal in accordance with B7.

E7.4 ROOFING INSULATION

- (a) Polyisocyanurate insulation
 - (i) Description: Closed-cell polyisocyanurate foam insulation board laminated on both sides to a glass fiber reinforced felt facer. (Minimum system R-25 effective value.)
 - (ii) Specified product: SOPRA-ISO (base layer) & SOPRA-ISO PLUS (Top-layer) by SOPREMA approved equal in accordance with B7.
- (b) Tapered Insulation Panel
 - (i) Description: Tapered insulation panel made of polystyrene designed to create a minimum three-to-four percent (3%-4%) back-slope to the roof system at drains and specified perimeters.
 - (ii) Specified product: Plastifab or approved equal in accordance with B7.
- (c) Sump insulation panel for drain location
 - (i) Description: Sump insulation panel made of EPS Type II designed to facilitate proper drainage around drain.
 - (ii) Product specified: Tapered Plastifab EPS or approved equal in accordance with B7.

E7.5 INSULATION ADHESIVE

- (a) (a) Description: A highly elastomeric, two components, one step, all purpose, foamable adhesive that contains no solvents and sets in minutes. Adhesive shall be applied to obtain a minimum 90 mile-per-hour wind up with rating or as otherwise indicated within the description of work.
- (b) (b) Specified product: Soprema Duotack or approved equal in accordance with B7.

E7.6 POURABLE SEALER

- (a) This shall be Lexcan 2 part Pourable Sealer or approved equal in accordance with B7. This shall be used to fill all pitch boxes or as otherwise specified.

E7.7 MODIFIED BITUMEN MEMBRANE

- (a) This shall be the following:
 - (i) Membrane: Two-ply Modified Styrene-Butadiene-Styrene (SBS or approved equal in accordance with B7)

E7.7.1 Base Sheet Field: Soprema Colvent Base 830 or approved equal in accordance with B7.

- (a) Description: Roofing membrane composed of SBS modified bitumen and a glass mat reinforcement. The surface is covered with a thermofusible plastic film, the underside is covered with a release protection film. The surface must be marked with three (3) chalk lines to ensure proper roll alignment.
- (b) Thickness: 2.5 mm (98.4mm)
- (c) In conformance with: CGSB 37.56-M (9th Draft).
- (d) Specified product: Colvent Base 830 by SOPREMA

E7.7.2 Base Sheet Membrane for Flashings and Parapets

- (a) In conformance with: CGSB 37.56-M (9th Draft).

E7.8 Specified product: Sopralene Flam Stick by SOPREMA or approved equal in accordance with B7.

- E7.9 Cap Sheet: The cap sheet under face is covered with a thermo-fusible plastic film and the top surface is protected by grey; colored granules.
- (a) Colour Choices for Roofing Cap Sheet Membrane Granules
 - (i) For field surfaces: **Grey**.
 - (ii) For walkway surfaces: **Red**
 - (iii) In conformance with: ASTM D6162.
 - (iv) Specified Product: Colvent TRAFFIC CAP 860 by Soprema or approved equal in accordance with B7.
- E7.10 ACCESSORY MEMBRANES
- (a) Cover Strip VB and BASE
 - (i) Description: Membrane strip [330 mm (13 in)] [240 mm (9.45 in)] made of SBS modified bitumen and composite reinforcement. Both faces are covered with a plastic thermofusible film. The strip ensures water-tightness in the end laps.
 - (ii) In conformance with: ASTM D6162.
 - (iii) Specified product: SOPRALAP by SOPREMA or approved equal in accordance with B7.
- E7.11 COMPLEMENTARY WATERPROOFING PRODUCTS
- (a) Waterproofing mastic
 - (i) Description: Multi-purpose solvent-based mastic, containing SBS modified bitumen fibres with aluminium pigments and mineral fillers
 - (ii) Specified product: SOPRAMASTIC ALU by SOPREMA or approved equal in accordance with B7.
 - (b) Pitch pocket filler
 - (i) Description: Polyurethane pre-fabricated pitch pocket system, in various size, with compounds that bond together, with solventless mastic and with one component elastomeric sealant.
 - (ii) Specified product: Sopramatic Block SYSTEM by SOPREMA or approved equal in accordance with B7.
 - (c) Sealing product
 - (i) Description: Bitumen/polyurethane waterproofing mono-component resin and polyester reinforcements.
 - (ii) Specified products: ALSAN FLASHING and FLASHING REINFORCEMENT by SOPREMA or approved equal in accordance with B7.
- E7.12 PERIMETER SECUREMENT
- (a) Soprema Perimeter Fastening SOP36
- E7.13 RUBBERIZED MASTIC
- (a) This shall be Polyroof as manufactured by Tremco Ltd. or approved equal in accordance with B7. All exposed rubberized asphalt shall be coated with Gray Soprema.
- E7.14 MODIFIED PRIMER
- (a) This is to be the compatible primer recommended by the membrane manufacturer employed. (When applicable environmentally friendly low VOC products shall be applied.)
- E7.15 CAULKING
- (a) This shall be Tremco Vulkem 931 or approved equal in accordance with B7.
- E7.16 ALUMINUM PAINT
- (a) This shall be Tremco Double Duty or approve equal in accordance with B7.
- E7.17 VENT STACKS

- (a) These shall be Insulated Stack Jack Flashings (with metal cap, not neoprene seal) SJ-26A as manufactured by Thaler.

E7.18 METAL FLASHING

- (a) The bays and cap flashing shall be a minimum of 24 gauge in thickness. Finishes shall closely match the painted colour of the existing flashing. This shall be chosen from the range of Stelco 8000 series of colours.

E7.19 ACCESSORIES

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

E7.20 ROOF DRAINS

- (a) Standard roofs with control flow weir, MIFAB R1200-F-M-B-E-U or equal Thaler, J.R. Smith, Watts or Zurn. Drains are to be cast iron body with large sump, parabolic weir, underdeck clamp, roof sump receiver, insulation extension (where required), cast dome.

E7.21 MECHANICAL SUPPORT

- (a) UV resistant, 100% recycled rubber blocking with protective SBS cap scrim sheet under blocking. TG or SA
- (b) Specified Product: C-Port by Clearline Technologies Inc. or approved equal in accordance with B7.

E8. EXECUTION

E8.1 The Contractor shall be responsible for the removal and reinstallation of any obstructions such as, but not limited to, drains, ducts, conduits, vents, air conditioning units and components at their own expense.

E8.2 Work must be performed during weather conditions that will not adversely affect the performance of the new Work. Surfaces must be clean and dry prior to installation.

E8.3 Cover walls and adjacent Work where materials hoisted or used.

E8.4 Clean off drips and smears of bituminous material.

E8.5 Dispose of rainwater off roof and away from face of building until roof drains or hoppers installed and connected.

E8.6 Prevent traffic over completed roofing except where required by Work above roof level. Comply with precautions deemed necessary by Bid Opportunity. Repair damage caused by non-compliance with Bid Opportunity requirements.

E8.7 At the end of each day's Work or when stoppage occurs due to inclement weather, provide protection for completed Work and materials out of storage.

E8.8 Examine roof decks and immediately inform Contract Administrator in writing of defects.

E8.9 Prior to commencement of Work ensure:

- (a) Decks are firm, straight, smooth, dry, and swept clean of dust and debris.
- (b) Curbs have been built.
- (c) Roof drains have been installed at proper elevations relative to finished roof surface.
- (d) Plywood and lumber nailer plates have been installed to walls and parapets as needed to provide suitable substrate to receive membranes.

E8.10 Removal of Existing Roofing

- (a) Remove existing roofing system, curbs and cant strips as required to properly install new roofing system. Avoid damage to decks, drains, and other components on roofs.
- (b) Provide temporary hoarding, other protection as may be required.
- (c) Fully protect interior of building from water penetration from any cause.

E8.11 Prepare remaining surfaces to accept new roofing system. To selected roofing manufacturer's specifications, recommendations and proven standards.

E9. PREPARATION

- E9.1 If required, rooftop equipment, electrical and gas service lines, telephone lines, etc. must be disconnected, relocated and reconnected as required in accordance with all applicable codes and regulations to accommodate the Work without disrupting operations within the garage. Prior arrangement must be made with the Contract Administrator in the event a disruption of building operations is required.
- E9.2 Remove and dispose of all metal flashings as required.
- E9.3 Remove existing roofing system to the roof deck in the area shown on the attached drawing.
- E9.4 Remove and dispose of any equipment as designated by the owner and seal any resulting openings with pre-painted 20 gauge, 1 1/2" steel decking.
- E9.5 Prepare surface of existing roof 24" wide along the joint between existing and new roof systems. Remove all loose and embedded gravel and ensure that the surface is sound, clean and dry.
- E9.6 Inspect and repair any deck deficiencies that would affect the installation and performance of the new roof system.
- E9.7 Fill and pack all open joints, cracks, seams, and openings in the deck.
- E9.8 Construct edge, expansion joint, projection, and all equipment curb blocking and nailers to accommodate insulation thickness. Extend all curbs to a minimum height of 203 mm (8") above the finished roof surface.
- E9.9 All blocking to be construction grade spruce wood.

E10. VAPOUR BARRIER INSTALLATION ON STEEL DECK

- E10.1 Primer must be dry prior to the installation of the vapour barrier membrane. Cut boards so edges rest on centre of upper ribs. Cut straight lines with adequate tools.
- E10.2 Beginning at the bottom of the slope, without adhering the membrane, unroll onto the substrate for alignment. Do not immediately remove the silicone release sheet.
- E10.3 Align the roll parallel to the corrugations of the steel deck. Make sure the membrane overlaps are supported along their entire length.
- E10.4 Peel back one end of the silicone release sheet and adhere this part of the membrane to the substrate. Peel back the remaining release sheet at a 45° angle to avoid wrinkles in the membrane.
- E10.5 Overlap adjacent membranes by 75 mm (3 in). Overlap end laps by 150 mm (6 in). Stagger end laps by at least 300 mm (12 in).
- E10.6 When the vapour barrier is installed directly on the steel deck, place a thin sheet of metal under the end lap of the vapour barrier.
- E10.7 At all junctions with existing roof assemblies, install water/vapour retarder cut-offs consisting of self-adhesive vapour retarder. Seal to new vapour retarder and carry it vertically between

existing and new insulations, sealing it to the prepared surface of the existing roof membrane. Apply compatible sealants as required at laps and joints to ensure water ingress protection of the new assembly.

E11. INSULATION

- E11.1 **ADHESIVE FASTENED SYSTEM:** Adhere insulation by using specified adhesive in continuous strips (minimum $\frac{3}{4}$ " wide) spaced as per wind-uplift calculations on the field surface, on the perimeter, and on corners. [CSA A123.21-14.] Corners and perimeters must be installed as per FM requirements listed in the PLPDS 1-29].
- E11.2 Replace any area of damaged or deteriorated existing insulation. Fill all voids and cracks with specified insulation material.
- E11.3 The insulation must be installed to ensure that water cannot pool in the newly replaced area.
- E11.4 Tightly butt all insulation panels in half lap fashion. Offset the pattern between layers so that no insulation joints are coincidental.
- E11.5 Adhered the layers of insulation using the specified adhesives. The application of the adhesive must be done in strict accordance to manufactures guidelines so as to obtain a minimum uplift equal to 90 mile-per-hour. Stagger the layers of insulation from one another to prevent jointing. All adhesive secured assembly components must be rolled with a 60-lb weighted roller.
- E11.6 Leave no openings or gaps at projections or perimeters.
- E11.7 Complete vapour retarder envelope wrap by sealing ends of vapour retarder to the top on the insulation.
- E11.8 At drains and scuppers, taper insulation for 24" in all directions to ensure positive drainage.
- E11.9 Install protection layer of $\frac{1}{2}$ " Sopraboard as required including fire protection tape as required.

E12. SUMP INSULATION PANEL INSTALLATION

- (a) Install sump insulation panel in conformance with manufacturer's instructions and recommendations.

E13. INSTALLATION OF FLAME STOP MEMBRANES

- (a) Adhere the membrane directly onto an approved substrate by peeling back the silicone release film. SOPRAGUARD TAPE is designed to prevent flames from penetrating into empty spaces and openings while installing heat-welded membranes.
- (b) Unroll the flame-stop membrane onto the insulation without adhering, being careful to overlap adjacent strips to ensure that the flame will not come in contact with the insulation.

E14. INSTALLATION OF SELF-ADHESIVE BASE SHEET ON FIELD SURFACE

- (a) Dry unroll base sheet onto substrate, taking care to align the edge of the first selvage with drain centre (parallel to roof edge).
- (b) Remove the silicone release film to adhere the membrane to the substrate. Remove the protective film from the side lap strip .
- (c) Each selvage will overlap the previous one along lines provided for this purpose, and will overlap by 25 mm (1 in) at the ends. Because of the nature of this system, for this type of base sheet, joints can be aligned (no offset) to facilitate the installation of the reinforcing strip.
- (d) Seal end laps with a 240-mm (9.45-in) wide protection strip centered on the joint .
- (e) Seal all side laps using a torch and a round-nosed trowel.
- (f) Avoid the formation of wrinkles, swellings or fish-mouths.

- (g) Weighted rollers shall be employed to ensure proper adhesive to assembly component contact/adhesion.
- (h) Perimeter restraint as per manufacturers recommendations. (*Perimeter Fastening-SOP35 or 36*)

E15. BASE SHEET FLASHING INSTALLATION (SELF-ADHERED)

- (a) Apply base sheet flashing only after primer coat is dry.
- (b) Before applying membranes, always remove the plastic film on the section to be covered if there is an overlap (inside and outside corners and field surface). For sanded base sheet membranes, apply primer for self-adhered membrane to the area to be covered at the foot of the parapets.
- (c) Cut off corners at end laps to be covered by the next roll.
- (d) Overlap side laps by along lines provided for this purpose, and overlap end laps by 150 mm (6 in) Stagger end joints by a minimum of 300 mm (12 in).
- (e) Position the pre-cut membrane piece. Peel back 150 mm (6 in) of the silicone release paper to hold the membrane in place at the top of the parapet.
- (f) Then, gradually peel back the remaining silicone release film, pressing down on the membrane with an aluminum applicator to ensure good adhesion. Use the aluminum applicator to ensure a perfect transition between the up-stand and the field surface. Smooth the entire membrane surface with a roller for full adhesion.
- (g) Install a reinforcing gusset in all inside and outside corners.
- (h) Always seal overlaps at the end of the workday.
- (i) Avoid the formation of wrinkles, voids or fish-mouths.

E15.2 INSTALLATION OF REINFORCED GUSSETS

- (a) Install a reinforcing gusset in all inside and outside corners.
- (b) Heat-weld the gussets in place after installing base sheet membrane.

E15.3 INSTALLATION OF HEAT-WELDED REINFORCEMENTS

- (a) Install reinforcements specified for various roof surfaces according to the following instructions and illustrations of membrane manufacturer.

E16. ROOFING CAP SHEET INSTALLATION (TORCH-APPLIED MEMBRANE)

- (a) Begin with double-selvage starter roll. If starter roll is not used, side laps covered in granules must be degranulated by embedding side laps in torch-heated bitumen over a 75 mm (3 in) width.
- (b) [Starting at drain] Unroll the cap sheet membrane on the base sheet without adhering, taking care to align the first strip parallel to the edge of the roof.
- (c) Cut off corners at end laps to be covered by the next roll.
- (d) Overlap side laps by along lines provided for this purpose, and overlap end laps by 150 mm (6 in) Stagger end joints by a minimum of 300 mm (12 in).
- (e) During installation, be careful not to overheat the membrane.
- (f) Avoid the formation of wrinkles, voids or fish-mouths.
- (g) Conserve membrane's appearance. Avoid walking over finished surfaces; use protective walkways as needed.

E16.2 INSTALLATION OF HEAT-WELDED CAP SHEETS ON UPSTANDS AND PARAPETS

- (a) This cap sheet must be installed in one-meter-wide strips.
- (b) Overlap side laps by along lines provided for this purpose, and overlap end laps by 150 mm (6 in). The side joints must overlap and must be staggered by at least 100 mm (4 in)

with respect to the joints of the cap sheet on the field surface, to avoid areas of excessive membrane thickness.

- (c) Cut off corners at end laps to be covered by the next roll.
- (d) Use a chalk line to draw a straight line on the field surface 150 mm (6 in) from the up-stands and parapets.
- (e) Use a propane torch and round-nose trowel to embed the surface granules in the layer of hot bitumen starting from the chalk line on the field surface to the bottom edge of the up-stand or parapet as well as on the granulated vertical surfaces that are to be overlapped.
- (f) This cap sheet will be heat-welded directly to the base sheet membrane, proceeding from bottom to top.
- (g) Avoid the formation of wrinkles, voids or fish-mouths.
- (h) During installation, be careful not to overheat the membrane.

E17. MEMBRANE WALKWAY INSTALLATION

- (a) Install membrane walkways respecting requirements previously stipulated for cap sheet installation. Apply primer to cap sheet before installing walkways.

E18. WATERPROOFING FOR VARIOUS DETAILS

- (a) Install waterproofing membranes in conformance with various roofing details illustrated in the manufacturer's manual instructions and recommendations.

E19. TIE-INS

- E19.1 Carry each tier of the new membranes approximately 12" farther onto the prepared surface of the existing SBS membrane and/or BUR. Spud gravel aggregate and apply primers as required.
- E19.2 Remove all unbonded gravel within a 20" radius of the tie-in area. Take care not to delaminate BUR felts. Where wrinkles or blisters are present, cut them and remove the unbonded area of membrane.
- E19.3 Applied compatible primer services as required by roofing membrane manufacturer.

E20. PLUMBING VENTS

- E20.1 Install Thaler SJ-27 roof flashings embedded into a generous bed of adhesive ensuring that coverage extends beyond the edge of stack extension flashing.
- E20.2 Place stack extension over vent and over-trowel with adhesive extending a minimum of 4" beyond the edge of the flange.
- E20.3 Strip in entire flange edge with 6" reinforcing membrane embedded in and top-dressed with adhesive.
- E20.4 Fit and seal PVC pipe section to the plumbing vent hub and insulate in accordance with the manufacturer's instructions.

E21. FLASHING ROOF DRAINS

- E21.1 Carry roofing membranes down into sump to edge of drain fitting.
- E21.2 Embed flashing flange into 3 mm thickness of sealing compound on top of roofing membrane.
- E21.3 Embed membrane flashings into heavy coatings on hot asphalt, sealant, extend plies onto roof beyond outer edge of flange in accordance with manufacturer direction.
- E21.4 New drain hubs and water leaders hard-plumbed and insulated.

E21.5 In case that existing roof drains need to be removed and are suspected to contain asbestos, a qualified asbestos sub-Contractor must remove them using approved City of Winnipeg guidelines.

E22. METAL FLASHINGS

E22.1 Cap flashings are to be 24 ga. galvanized sheet metal. The flashings are to conform to C.S.A.

E22.2 The inside and outside faces are to extend down a minimum of 76 mm (3"). Fasten the cap flashing using weatherproof screws spaced not more than 610 mm (24") on centre.

E22.3 Hem all free edges and seal all butts, joints and reglets with sealant.

E23. STEEL ROOF DECKING

E23.1 The Contractor shall assess the condition of the steel deck while doing the roof repairs. Based on the assessment, the Contractor will estimate the requirement and square footage of the steel deck replacement if any is required.

E23.2 The Contractor will inform the Contract Administrator and submit the requirement with the plan and drawings designed by a registered Structural Engineer.

E23.3 The Contract Administrator will inspect and approve, reject, reduce or increase the area of the steel deck to be replaced.

E23.4 This work will not start until the Contract Administrator approves it.

E23.5 Design Requirements

- (a) The steel roof decking replacement plan must be designed and the drawings stamped by a Structural Engineer registered with the APEGM.
- (b) Design steel deck using limit states design in accordance with CSA-S136 and CSSBI 10M.
- (c) Steel deck and connections to steel framing to carry dead, live and other loads including lateral loads, diaphragm action, composite deck action, and uplift as indicated. The design shall rely on SDI or CSSBI design procedures.
- (d) Deflection under specified live load not to exceed 1/300 of span for roof, 1/360 of span for floor and 1/180 of span for wall.
- (e) Design replacement sections to same as existing deck sections.

E23.6 Fastening

- (a) Fasten roof deck replacement sections in similar manner as existing decking.
- (b) If applicable, the installer that will be using the tools to attach the deck fasteners shall be trained & certified by fastener manufacturer's representative on the general use of powder actuated technology and fastening guidelines for the attachment of steel deck.
- (c) Locate fasteners so that clearances to edge of steel, end of decking panels, and the side of deck troughs meet fastener and deck manufacturer's installation guidelines.
- (d) Ensure nail head standoffs measurements meet fastener manufacturer's recommendations.

E23.7 Products

- (a) Materials
Materials to match existing deck
- (b) Deck Types
Metal deck to match existing deck

E23.8 Execution

(a) General

Structural steel work: in accordance with CAN/CSA S136 and CSSBI 10M.

(b) Erection

- (i) Erect steel deck as indicated and in accordance with CSA S136, CSSBI 10M, the SDI Manual of Construction MOC2, and in accordance with approved erection drawings
- (ii) Unless otherwise noted, fasteners shall be attached to the supporting steel at 300 mm on centre, and 150 mm on centre at the ends of the deck.
- (iii) Attach the roof deck perimeter that is parallel to the deck flutes at the identical spacing as the sidelap connectors.
- (iv) All sidelaps shall be attached with similar fasteners as used on existing deck.
- (v) Lap ends: to 100 mm minimum.

(c) Closures

- (i) Install closures in accordance with approved details.

(d) Openings and Areas of Concentrated Loads

- (i) No reinforcement required for openings cut in deck which are smaller than 150 mm square.
- (e) Frame deck openings with any one dimension between 150 to 300 mm as recommended by deck manufacturer, except as otherwise indicated

E24. LEAD-BASED PAINT

E24.1 The paint on the ceiling in the Work area has been determined to be lead-based. It will most likely fall in form of flakes during insulation removal and deck scraping.

- (a) Lead Paint Assessment report and recommendations for containment and handling is provided in Appendix B.

E24.2 To ensure that the airborne concentration is lower than the occupational exposure limit, debris should be wet wiped or HEPA vacuumed. Dry sweeping is not allowed.

E24.3 The Contractor must have a permanent crew on the floor specifically assigned to do this cleaning at all times during the roofing operation.

E24.4 Winnipeg Transit will provide bags and barrels as well as plan for proper disposal. The Contractor's responsibility is only limited to the cleaning.