



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 788-2024B**

**CITY ARCHIVES BUILDING REDEVELOPMENT - 380 WILLIAM AVENUE**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 City Archives Building Redevelopment - 380 William Avenue

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, Friday, April 4<sup>th</sup>, 2025.

B2.2 The Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

B3.1 Further to C3.1, the Bidder shall attend a Mandatory Site Review at 380 William Avenue on one of two dates, either Thursday, March 13<sup>th</sup>, 2025, at 2:00pm or Friday, March 14<sup>th</sup>, 2025, at 2:00pm. Bidders shall register with the Contract Administrator by email 24-hours in advance, indicating which of the two dates offered they would like to attend; Bidders can register for both Site Review dates.

(a) Attendance is mandatory, and the Bid of any Bidder not having attended will be rejected on the basis that it is non-responsive.

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site Meeting unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B3.3 The Bidder is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Bid or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.

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](http://www.merx.com).
- B6.4 The Bidder is responsible for ensuring that they have 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 D6.

**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 10 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 their 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 they wish 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 their 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](http://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 their own name, their 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 their 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 their 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 their duly authorized officer or officers;
  - (d) if the Bidder is carrying on business under a name other than their 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 each item of the Work identified on Form B: Prices.
- B10.1.1 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 D33. Any such costs shall be determined in accordance with D33.
- B10.2 The Bidder shall state an alternate price in Canadian funds for each of the following items of Work on Form B: Prices:
- (a) Alternate Price No. 1 – CCTV System (refer to Section 01 23 00, for description)
  - (b) Alternate Price No. 2 – South Elevation Windows, Second Floor & Mezzanine (refer to Section 01 23 00, for description)
  - (c) Alternate Price No. 3 – South Elevation Windows, Basement (refer to Section 01 23 00, for description)
- 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 B18.4 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: 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 their 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 their 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 their 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 their 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 their 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 their sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their 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 their 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 their 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 their sole discretion.

### **B13. QUALIFICATION**

- B13.1 Only Bidders that have been qualified under RFQ 788-2024A are eligible to bid on this project. Qualified Bidders in alphabetical order are:
- (a) Bockstael Construction Ltd.
  - (b) Graham Construction & Engineering LP
  - (c) Tractus Projects
- B13.2 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.
- B13.3 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, Purchasing Division website <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B13.4 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) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.6 and D8).

B13.5 Further to B13.4(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™ COR™ Program; or
  - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgf/>).

B13.6 Further to B13.4(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B13.7 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.

B13.8 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 their 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 at [Form G1 Bid Bond & Agreement to Bond](#).

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](http://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](http://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 their Bid without penalty at any time 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 their Bid or in other information required to be submitted, that they are qualified.
- B18.4 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 alternate prices in the order listed in B10.2 until a Total Bid Price within the budgetary provision is achieved, i.e., Total Bid Price = Lump Sum Price - Alternate Price No. 1 – Alternate Price No. 2 - Alternate Price No. 3.

## **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 their 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 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 D33 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B19.4 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 B19.

B19.4.1      Following the award of contract, a Bidder will be provided with information related to the evaluation of their 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, Purchasing Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the 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 subsequent Contract shall consist of a renovation of the existing 37,350 square foot (3470 square meter) Archives Building at 380 William Avenue. The facility redevelopment of the City Archives Building includes renovation on the first, second, basement and the mezzanine levels. The project includes upgrades to the building systems to meet the standards required for the storage and care of archival materials.
- D3.2 The major components of the Work are as follows:
- (a) Internal architectural upgrades;
  - (b) Internal building demolitions, including dealing with hazardous materials;
  - (c) Preservation of heritage building elements;
  - (d) Structural enhancements;
  - (e) Mechanical systems;
  - (f) Electrical systems; and
  - (g) Site work including replacement of the water service, pavement construction, and other ancillary works.
- D3.3 The following shall apply to the Services:
- (a) Universal Design Policy  
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
- D3.4 The funds available for this Contract are \$14,500,000.00.

#### **D4. SITE INVESTIGATION DUE DILIGENCE AND RISK**

- D4.1 Notwithstanding C3.1, the Contractor acknowledges that the site investigation reports and other site information included in this Tender have been provided to it and may be relied upon by the Contractor to the extent that the Contractor uses Good Industry Practice in interpreting such report(s) and site information and carries out the Work in accordance with Good Industry Practice based upon such report(s) and the information contained in them and such other site information. In the event that a site condition related to:
- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
  - (b) the Site conditions, including but not limited to subsurface hazardous materials or other concealed physical conditions;

- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
  - (d) the nature, quality or quantity of the Plant needed to perform the Work;
  - (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
  - (f) all other matters which could in any way affect the performance of the Work;
- that could not have been “properly inferable”, “readily apparent” and readily discoverable” using Good Industry Practice by the Contractor, results in additional Work which is a direct result of this newly discovered site condition, such additional Work will be considered by the City under Changes in Work.

## **D5. DEFINITIONS**

D5.1 When used in this Tender:

- (a) **“Supply Chain Disruption”** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;

## **D6. CONTRACT ADMINISTRATOR**

D6.1 The Contract Administrator is MCM Architects Inc., represented by:

Daniel Long  
Architect

Telephone No. 204 943-7564

Email Address dlong@mcmarchitects.ca

D6.2 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.

## **D7. CONTRACTOR'S SUPERVISOR**

D7.1 At the pre-construction meeting, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

## **D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

D8.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation (“CSSR”) to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D8.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D8.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;



- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

## **D9. UNFAIR LABOUR PRACTICES**

- D9.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D9.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D9.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D9.4 Failure to provide the evidence required under D9.3, may be determined to be an event of default in accordance with C18.
- D9.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D9.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D9.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D9.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D9.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

## **D10. FURNISHING OF DOCUMENTS**

- D10.1 Upon award of the Contract, the Contractor will be provided with 'Issued for Construction' Contract Documents electronically, including Drawings in PDF format only.

## **SUBMISSIONS**

### **D11. AUTHORITY TO CARRY ON BUSINESS**

- D11.1 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.

### **D12. SAFE WORK PLAN**

- D12.1 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 Documents, if applicable.
- D12.2 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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>
- D12.3 Notwithstanding B13.5 at any time during the term of the Contract, the City may, at their 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.

### **D13. INSURANCE**

- D13.1 The City shall provide and maintain the following owner-controlled insurance program to remain in place as outlined below. The City reserves the right to add, delete, revise and redefine insurance requirements and deductibles at any time, at its sole discretion, or as necessitated by market conditions and/or renewal extension of the insurance policies during the term of the Work:
- (a) Wrap-Up Liability insurance in an amount of no less than ten million dollars (\$10,000,000) inclusive per occurrence and ten million dollars (\$10,000,000) general aggregate covering bodily injury, personal injury, property damage and products and completed operations consistent with industry standard insurance wordings. Wrap Up Liability insurance to also include evidence of contractual liability, sudden and accidental pollution liability, damage to existing structures(if available) and cross liability clause, Manitoba its ministers, officers, employees and agents to be listed as additional insureds.
    - (i) The Contractor shall be responsible for deductible up to \$50,000 for any one loss.
    - (ii) The insurance will be written jointly in the name of The City, Contractor and subcontractors as insureds. Provision of this insurance by the City is not intended in any way to relieve the Contractor from its obligations under the terms of the Contract. Specifically, losses relating to deductibles for insurance, as well as losses in excess of limits of coverage and any risk of loss that is not covered under the terms of the insurance provided by the City remains with the Contractor.
    - (iii) Bell MTS, Manitoba Hydro, Shaw, Rogers and Telus shall be shown as additional insureds, if required by contract(s)
    - (iv) Wrap-up Liability insurance shall be maintained from the date of the commencement of the Work until the date of Total Performance of the Work, or unless determined otherwise by The City, and shall include an additional 24 months completed operations coverage which will take affect after the date of Total Performance.

- (b) All risks course of construction insurance, including equipment breakdown and testing and commissioning, in the amount of one hundred percent (100% of the total Contract Price, written in the name of the Contractor and The City, at all times during the performance of the Work and until the date of Substantial Performance and the completion of all testing and commissioning. The Contractor shall be responsible for minimum deductibles of \$100,000 for all losses except for flood and water damage losses and testing and commissioning subject to \$150,000 deductible.

D13.2 The Contractor shall provide and maintain the following insurance coverage during the performance of the Work and throughout the warranty period:

- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg, Manitoba its ministers, officers, employees and agents to be added as additional insureds, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, sudden and accidental pollution 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 \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Contractors pollution liability insurance in the amount of at least one million dollars (\$1,000,000) with a two million dollar (\$2,000,000) aggregate covering third party injury and property damage claims including clean up costs and transported cargo as a result of pollution conditions arising from the Contractors operations and completed operations. Such policy shall name the City as an additional insured and remain in place for minimum of twelve(12) months following Total Performance
- (d) all risks property insurance for all equipment, tools, portable toilets and field houses used on the project that may be owned, rented, leased or borrowed

D13.3 The Contractor shall provide The City with any information reasonably requested by The City from time to time to enable the insurance specified above in D13.1 to be appropriately underwritten by competent insurers. Such information shall be provided within 14 Calendar Days.

D13.4 Deductibles shall be borne by the Contractor.

D13.5 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

D13.6 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, as applicable.

D13.7 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.

#### **D14. CONTRACT SECURITY**

D14.1 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, [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, [Form H2 Labour and Material Bond](#), in an amount equal to fifty percent (50%) of the Contract Price.
- D14.1.1 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 D14.1(b).
- D14.1.2 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 their discretion, exercised reasonably, allows.
- D14.1.3 Digital bonds passing the verification process will be treated as original and authentic.
- D14.2 The Contractor shall provide the Contract Administrator identified in D6 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 and 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.
- D14.3 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 D14.1(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.

## **D15. DETAILED PRICES**

- D15.1 The Contractor shall provide the Contract Administrator with a detailed price breakdown (Form I: Detailed Prices) 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.
- D15.2 The Contractor shall state a price for each item or sub-item of the Work identified on Form I: Detailed Prices. The detailed prices must be consistent with the price(s) provided in the Contractor's Bid.

**D16. SUBCONTRACTOR LIST**

- D16.1 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.

**D17. DETAILED WORK SCHEDULE**

- D17.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents if applicable.
- D17.2 The detailed work schedule shall consist of the following:
- (a) a critical path method (C.P.M.) schedule for the Work;
  - (b) a Gantt chart for the Work based on the C.P.M. schedule;
  - (c) a daily manpower schedule for the Work;
- all acceptable to the Contract Administrator.
- D17.3 Further to D17.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path.
- (a) Commencement date
  - (b) Substantial Performance date
  - (c) Total Performance date
  - (d) Hazardous materials abatement
  - (e) Phasing of the Work
- D17.4 Further to D17.2(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.
- D17.5 Further to D17.2(c), the daily manpower schedule shall list the daily number of individuals on the Site for each trade.

**D18. REQUIREMENT FOR SITE ACCESSIBILITY PLAN**

- D18.1 The Contractor shall provide the Contract Administrator with an Accessibility 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 Documents, if applicable.
- D18.2 The Accessibility Plan shall demonstrate how the Contractor will accommodate the safe passage of pedestrians and cyclists in accordance with the Manual of Temporary Traffic Control, the Contract Drawings, Staging Plans, and Streets By-Law No. 1481/77 at all times for the duration of the Construction. Unless noted in the Contract, the Accessibility Plan must include a written plan for the following:
- (a) How the Contractor will maintain at least one crossing in each direction for each intersection (one north/south crosswalk and one east/west crosswalk).
  - (b) How the Contractor will maintain access to bus stops within the site.
  - (c) How the Contractor will maintain access to pedestrian corridors and half signals.
  - (d) How the Contractor will maintain cycling facilities.
  - (e) How the Contractor will maintain access to residents and businesses unless otherwise noted in the Contract.

- (f) Any required detour signage at adjacent crossings to facilitate sidewalk or active transportation pathway closures.
- D18.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.
- D18.4 The Accessibility Plan shall include written details on how the Contractor intends to review, maintain, and document all items related to the Accessibility Plan on-site during Construction, including, but not limited to:
  - (a) Signage
  - (b) Temporary Ramping
  - (c) Transit Stops
  - (d) Detour Signage
- D18.5 At minimum, the Contractor shall review the site conditions on a daily basis to ensure that all features related to the Accessibility Plan are in place. The site review is intended to correct deficiencies as a result of unforeseen events such as wind, traffic, or the general public. Deficiencies that are direct result of the Contractors actions must be corrected immediately.
- D18.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.
- D18.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- D18.8 Deficiencies as a direct result of actions by the Contractor that are not immediately corrected and/or failure to produce records that demonstrate that the site was maintained in compliance with the Accessibility Plan may result in a pay adjustment via the monthly Progress Payment. The rate of pay adjustment will be as per the following schedule:
  - (a) First Offence – A warning will be issued and documented in the weekly or bi-weekly site meeting.
  - (b) Second Offence - A field instruction to immediately correct the site will be issued by the Contract Administrator.
  - (c) Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.
- D18.9 Contractor laydown area must be approved by the Contract Administrator.

## **SCHEDULE OF WORK**

### **D19. COMMENCEMENT**

- D19.1 The Contractor shall not commence any Work until they are in receipt of an award letter from the Award Authority authorizing the commencement of the Work.
- D19.2 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 D11;
    - (ii) evidence of the workers compensation coverage specified in C6.15;
    - (iii) the Safe Work Plan specified in D12;
    - (iv) evidence of the insurance specified in D13;
    - (v) the contract security specified in D14;
    - (vi) the detailed prices specified in D15;
    - (vii) the Subcontractor list specified in D16;
    - (viii) the detailed work schedule specified in D17;

- (ix) the Requirement for Site Accessibility Plan in D18; and
    - (x) the direct deposit application form specified in D28
  - (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.
- D19.3 The Contractor shall commence the Work on the Site within 14 Working Days of receipt of the award letter.
- D19.4 The City intends to award this Contract by July 31, 2025.
- D19.4.1 If the actual date of award is later than the intended date, the dates specified for Commencement, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

## **D20. SUBSTANTIAL PERFORMANCE**

- D20.1 The Contractor shall achieve Substantial Performance within 450 consecutive Working Days of the commencement of the Work as specified in D19.
- D20.2 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.
- D20.3 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.

## **D21. TOTAL PERFORMANCE**

- D21.1 The Contractor shall achieve Total Performance within 30 calendar days after Substantial Performance of the Work as specified in D20.
- D21.2 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.
- D21.3 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.

## **D22. LIQUIDATED DAMAGES**

- D22.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City one thousand dollars (\$1,000) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- D22.2 The amount specified for liquidated damages in D22.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D22.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **D23. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

- D23.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.
- D23.2 If the Contractor is delayed in the performance of the Work by reason of Supply Chain Disruption, 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.
- D23.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to availability ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D23.4 For any delay related to supply chain disruption 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 D23.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D23.5 The Work schedule, including the durations identified in D20 to D21 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.
- D23.6 Where Work not previously identified is being carried over solely as a result of delays related to Supply Chain Disruption, 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 Supply Chain Disruption, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.
- D23.7 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

## **D24. SCHEDULED MAINTENANCE**

- D24.1 The Contractor shall perform scheduled maintenance in the manner and within the time periods required by the Specifications.

## **CONTROL OF WORK**

### **D25. JOB MEETINGS**

- D25.1 Regular bi-weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D25.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.



**D26. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D26.1 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).

**D27. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D27.1 Further to B13.5, 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 their sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.5.

**MEASUREMENT AND PAYMENT**

**D28. PAYMENT**

D28.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [https://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

D28.2 Further to **E4**, no payment will be made for Cash Allowances other than as set out in **E4.4**.

**WARRANTY**

**D29. WARRANTY**

D29.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D29.1.1 For the purpose of contract security, the warranty period shall be one (1) year.

D29.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D29.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

**DISPUTE RESOLUTION**

**D30. DISPUTE RESOLUTION**

D30.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D30.

D30.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D30.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set

out on the City's Purchasing Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.

- D30.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
  - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
    - (i) The Contract Administrator;
    - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
    - (iii) Department Head.
- D30.5 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D30.6 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D30.7 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D30.8 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D30.7, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

## **INDEMNITY**

### **D31. INDEMNITY**

- D31.1 Indemnity shall be as stated in C17.
- D31.2 Notwithstanding C17.1, the Contractor shall save harmless and indemnify the City in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the Contractor, their Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
- (a) accidental injury to or death of any person whether retained by or in the employ of the contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
  - (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;

- (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
  - (d) any claim for lien or trust claim served upon the City pursuant to The Builders' Liens Act;
  - (e) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;
  - (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
  - (g) inaccuracies in any information provided to the City by the Contractor.
- D31.3 Further to C17, The City shall save harmless and indemnify the Contractor in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the City, their employees or agents in the performance of its obligation under the Contract.

## **ADJUSTMENTS FOR CHANGES IN LAWS, TAXES, OR TARIFFS**

### **D32. ADJUSTMENTS FOR CHANGES IN LAWS, TAXES, OR TARIFFS**

- D32.1 Further to C12.4 and subject to C6.13, the Contract Price shall be adjusted if any change in a law or tax imposed under the Excise Act, the Excise Tax Act, the Customs Act, the Customs Tariff, The Mining Tax Act (Manitoba), or The Retail Sales Tax Act (Manitoba), by an act of the Congress of the United States of America, or by Executive Order by the President of the United States under the International Emergency Economic Powers Act of the United States of America or similar legislation:
- (a) occurs after the Submission Deadline;
  - (b) applies to Material; and
  - (c) affects the cost of that Material to the Contractor.
- D32.2 Further to C12.5, if a change referred to in C12.4 occurs, the Contract Price shall be increased or decreased by an amount equal to the amount that is established, by an examination of the relevant records of the Contractor, to be the increase or decrease in the cost incurred that is directly attributable to that change, and which the Contractor has proven to the Contract Administrator represents the minimum amount of increase necessary in order to obtain necessary Material or Plant. For the avoidance of doubt, the Contractor shall be required to provide satisfactory proof that it has investigated alternative options for obtaining equivalent Material or Plant and reducing or eliminating the increase in Contract Price, up to and including entering into purchase agreements with vendors located in other jurisdictions, in order for Contractor to be able to avail itself of the increase in Contract Price permitted.

## **THIRD PARTY AGREEMENTS**

### **D33. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS**

- D33.1 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.
- D33.2 Further to D33.1, in the event that the obligations in 0 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.

D33.3 For the purposes of 0:

- (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.

D33.4 Modified Insurance Requirements

- D33.4.1 If not already required under the insurance requirements identified in D13, 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 their Ministers, officers, employees, and agents shall be added as additional insureds.
- D33.4.2 If not already required under the insurance requirements identified in D13, 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.
- D33.4.3 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.
- D33.4.4 Further to D13.6, 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.
- D33.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D33.5 Indemnification By Contractor

- D33.5.1 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.
- D33.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
  - (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
  - (b) any damage to or loss or destruction of property of any person; or
  - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;in relation to this Contract or the Work.

### D33.6 Records Retention and Audits

- D33.6.1 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.
- D33.6.2 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 D33.6.1 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.

### D33.7 Other Obligations

- D33.7.1 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.
- D33.7.2 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.
- D33.7.3 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.
- D33.7.4 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.
- D33.7.5 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.
- D33.7.6 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 I: DETAILED PRICES**  
(See D15)

CITY ARCHIVES BUILDING REDEVELOPMENT - 380 WILLIAM AVENUE

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
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**FORM I: DETAILED PRICES**  
(See D15)

**CITY ARCHIVES BUILDING REDEVELOPMENT - 380 WILLIAM AVENUE**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
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## CITY ARCHIVES BUILDING REDEVELOPMENT - 380 WILLIAM AVENUE

[illegible]



## 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 their 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, Purchasing 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>Specification No.</u>	<u>Section Name</u>
Section 00 01 10	Table of Contents
Section 00 01 15	List of Drawing Sheets
Section 00 31 00	Available Project Information

#### Division 01 – GENERAL REQUIREMENTS

Section 01 11 00	Summary of Work
Section 01 14 00	Work Restrictions
Section 01 21 00	Allowances
Section 01 23 00	Alternates
Section 01 29 00	Payment Procedures
Section 01 31 19	Project Meetings
Section 01 32 00	Construction Progress Documentation
Section 01 33 00	Submittal Procedures
Section 01 35 00	Special Procedures
Section 01 40 00	Quality Requirements
Section 01 41 00	Regulatory Requirements
Section 01 51 00	Temporary Utilities
Section 01 52 00	Construction Facilities
Section 01 56 00	Temporary Barriers and Enclosures
Section 01 57 00	Temporary Controls
Section 01 61 00	Common Product Requirements
Section 01 73 00	Execution
Section 01 73 29	Cutting and Patching
Section 01 74 00	Cleaning and Waste Management
Section 01 77 00	Closeout Procedures
Section 01 78 00	Closeout Submittals
Section 01 79 00	Demonstration and Training

## **Division 02 – EXISTING CONDITIONS**

Section 02 41 19	Selective Demolition for Renovations
Section 02 81 00	Hazardous Materials - General Provisions
Section 02 82 00.01	Asbestos Abatement - Type 1 Precautions
Section 02 82 00.02	Asbestos Abatement - Type 2 Precautions
Section 02 82 00.03	Asbestos Abatement - Type 3 Precautions
Section 02 82 00.04	Asbestos Abatement - Glove Bag
Section 02 83 10	Lead Abatement - Type 1 Precautions
Section 02 85 12	Silica & Heavy Metals Abatement - Type 3

## **Division 03 – CONCRETE**

Section 03 10 00	Concrete Forming
Section 03 20 00	Concrete Reinforcing
Section 03 30 00	Cast-in-Place Concrete
Section 03 35 00	Concrete Finishing

## **Division 04 – MASONRY**

Section 04 10 00	Masonry Units and Mortar
Section 04 20 00	Masonry Procedures

## **Division 05 – METALS**

Section 05 12 23	Structural Steel for Buildings
Section 05 31 00	Steel Decking
Section 05 50 00	Metal Fabrications

## **Division 06 – WOOD AND PLASTICS**

Section 06 10 00	Rough Carpentry
Section 06 40 00	Architectural Woodwork
Section 06 41 00	Custom Casework
Section 06 61 16	Solid Surfacing Fabrications

## **Division 07 – THERMAL AND MOISTURE PROTECTION**

Section 07 21 00	Thermal and Acoustic Insulation
Section 07 21 29	Sprayed Insulation Polyurethane Foam
Section 07 26 00	Sheet Vapour Barrier
Section 07 27 00	Air Infiltration Barrier
Section 07 27 10	Air/Vapour Barrier Membrane
Section 07 42 13	Metal Wall Panels
Section 07 42 63	Insulated Metal Wall Panels
Section 07 52 00	Modified Bituminous Roofing
Section 07 62 00	Sheet Metal Flashing and Trim
Section 07 72 33	Roof Hatches
Section 07 81 23	Intumescent Fire Protection
Section 07 81 16	Cementitious Fireproofing
Section 07 84 00	Firestopping
Section 07 92 00	Joint Sealants

## **Division 08 – DOORS AND WINDOWS**

Section 08 03 52	Historic Wood Window Repair
Section 08 11 13	Hollow Metal Doors and Frames
Section 08 36 13	Sectional Doors
Section 08 41 13.13	Fire-Rated Aluminum Framed Storefronts
Section 08 71 00	Finish Hardware
Door Schedule	
Section 08 80 00	Glazing

## **Division 09 – FINISHES**

Section 09 03 25	Conservation Treatment for Period Plastering
Section 09 21 16	Gypsum Board
Section 09 22 16	Non-Structural Metal Framing
Section 09 30 17	Glazed Porcelain Tile
Section 09 51 00	Acoustical Ceilings
Section 09 65 00	Resilient Flooring
Section 09 66 13	Portland Cement Terrazzo Flooring
Section 09 68 00	Carpeting
Section 09 72 16	Vinyl-Coated Fabric Wall Coverings
Section 09 91 10	Painting
Room Finish Schedule	

## **Division 10 – SPECIALTIES**

Section 10 23 10	Glazed Interior Wall and Door Assemblies
Section 10 26 00	Wall Protection Panels
Section 10 56 26	High Density Mobile Shelving System
Section 10 95 00	Miscellaneous Specialties

## **Division 11 – EQUIPMENT**

Section 11 13 00	Loading Dock Equipment
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## **Division 12 – FURNISHINGS**

Section 12 24 13	Roller Window Shades
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## **Division 14 – CONVEYING EQUIPMENT**

Section 14 20 00	Material Lift
Section 14 25 00	Elevator Upgrade

## **Division 21 – FIRE SUPPRESSION**

Section 21 05 01	General Provisions Mechanical
Section 21 13 13	Wet Pipe Sprinkler Systems
Section 21 13 16	Dry Pipe Sprinkler System

## **Division 22 – PLUMBING**

Section 22 10 10	Plumbing Pipes
Section 22 11 16	Domestic Water Pipes Copper
Section 22 13 18	Drainage Waste and Vent Piping Plastic
Section 22 30 05	Domestic Water Heaters
Section 22 42 01	Plumbing Specialties and Accessories
Section 22 42 03	Commercial Washroom Fixtures

## **Division 23 – HEATING, VENTILATION AND AIR CONDITIONING**

Section 23 05 01	Use of HVAC during Construction
Section 23 05 05	Install of Pipework
Section 23 05 13	Common Motor Requirements
Section 23 05 17	Pipe Welding
Section 23 05 19	Thermometers and Pressure Gauges
Section 23 05 29	Bases, Hangers and Supports
Section 23 05 53	Mechanical Identification
Section 23 05 93	TAB of Mechanical Systems
Section 23 07 13	Thermal Insulation
Section 23 07 14	Thermal Insulation for Equipment
Section 23 07 15	Thermal Insulation for Piping
Section 23 08 02	Flushing, Cleaning and Startup of Piping Systems
Section 23 09 23	Electric and Electronic Systems for HVAC
Section 23 05 14	Variable Frequency Drives
Section 23 11 23	Facility Natural Gas Piping
Section 23 21 13	Hydronic Systems – Steel
Section 23 21 14	Hydronic Specialties
Section 23 21 23	Hydronic Specialties Pumps
Section 23 21 13	Metal Ducts to 500 PA
Section 23 33 00	Air Duct Accessories
Section 23 33 14	Balancing Dampers
Section 23 33 15	Dampers – Operating
Section 23 33 16	Dampers – Fire and Smoke
Section 23 34 00	HVAC Fans
Section 23 37 13	Grilles, Registers and Diffusers
Section 23 37 20	Louvres, Intakes and Vents
Section 23 51 00	Breeching, Chimneys and Stacks
Section 23 52 00	Hot Water Heating Boilers
Section 23 55 01	Duct Mounted Coils
Section 23 57 00	Heat Exchanger for HVAC
Section 23 64 14	Packaged Air Cooled Chiller
Section 23 72 00	Air to Air Energy Recovery
Section 23 73 11	Air Handling Unit Package
Section 23 75 00	Condensing Unit
Section 23 82 19	Fan Coil Units
Section 23 82 20	Forced Air Heaters
Section 23 82 86	Finned Tube Radiation Heaters
Section 23 82 39	Unit Heaters

## **Division 26 – ELECTRICAL**

Section 26 00 10	Basic Materials and Methods
Section 26 00 90	Work in Existing Building
Section 26 05 19	Wire and Cable
Section 26 05 25	Grounding
Section 26 05 29	Fastenings and Supports
Section 26 05 34	Conduit
Section 26 05 35	Outlet Boxes and Fittings
Section 26 05 73	Power System Studies
Section 26 06 21	Mechanical Equipment and Connections
Section 26 06 22	Misc Apparatus and Appliances
Section 26 06 23	Elev Wiring
Section 26 10 10	Electrical Service
Section 26 10 15	Utilities Underground Service Entrance
Section 26 12 18	Dry Type Distribution Transformers
Section 26 12 21	Pad Mount Waterproof Distribution
Section 26 24 14	Main Distribution Switchboard

Section 26 24 16	Panelboards
Section 26 27 16	Wiring Devices
Section 26 28 17	Circuit Breakers
Section 26 29 13	Motor Starters
Section 26 50 00	Lighting
Section 26 52 10	Unit Equipment for Emergency Lighting
Section 26 53 10	Exit Light Pictogram

#### **Division 27 – COMMUNICATIONS**

Section 27 05 26	Grounding and Bonding for Communication Systems
Section 27 05 28	Pathways for Communication Systems
Section 27 05 53	Identification for Communication Systems
Section 27 13 10	Structured Cabling System
Section 27 13 13	Communication Copper Backbone Cabling
Section 27 21 23	Data Communication Switches and Hubs
Section 27 21 33	Data Wireless Communication Access
Section 27 41 13	Digital Closed Circuit Television (CCTV)
Section 27 51 31	Door Intercom System

#### **Division 28 – ELECTRONIC SAFETY AND SECURITY**

Section 28 13 40.2	Access Control System
Section 28 16 10	Intrusion Alarm System
Section 28 31 31	Fire Alarm System

#### **Division 31 – EARTHWORK**

Section 31 22 19	Topsoil and Finish Grading
Section 31 23 20	Excavation and Backfilling
Section 31 63 23	Bored Piles

#### **Division 32 – EXTERIOR IMPROVEMENTS**

Section 32 12 16	Asphalt Paving
Section 32 31 13	Chain Link Fencing and Gates
Section 32 92 23	Sodding

#### **Appendices – Information Available to Bidders**

Appendix A	Geotechnical Report
Appendix B	Hazardous Building Materials Assessments
Appendix C	Window Assessment Report

#### **Architectural Details**

##### **Specification Details**

1.0, 1.1, 3.1, 5.5, 5.6, 6.5A, 6.5B+C, 7.4, 7.5, 7.8, 7.11, 8.2, 8.3, 10.6,  
AS-1, AS-2, AS-3.1, AS-3.2, AS-3.3, AS-3.4, AS-3.5, AS-3.6, AS-3.7, AS-3.8, AS-3.9, AS-4.1, AS-4.2,  
AS-4.3, AS-4.4, AS-4.5, AS-4.6, AS-4.7, AS-4.8, AS-4.9, AS-4.10, AS-5, AS-6, AS-7.1, AS-7.2, AS-8,  
AS-9

Drawing No.              Drawing Name/Title

**ARCHITECTURAL**

- A0.1 COVER SHEET & DRAWING INDEX
- A0.2 CODE ANALYSIS & SCHEDULES
- A0.3 FLOOR ASSEMBLY DETAILS
- A1.1 SITE PLAN – DEMOLITION & RENOVATION
- A2.1 BASEMENT LEVEL – DEMOLITION PLAN
- A2.2 MAIN FLOOR & MAIN FLOOR MEZZANINE – DEMOLITION PLANS
- A2.3 SECOND FLOOR & SECOND FLOOR MEZZANINE – DEMOLITION PLANS
- A3.1 BASEMENT LEVEL – RENOVATION PLAN
- A3.2 MAIN FLOOR & MAIN FLOOR MEZZANINE – RENOVATION PLANS
- A3.3 SECOND FLOOR & SECOND FLOOR MEZZANINE – RENOVATION PLANS
- A3.4 ENLARGED FLOOR PLANS – STAIRS
- A3.5 ENLARGED FLOOR PLANS – STAIRS
- A3.6 ENLARGED FLOOR PLANS – STAIRS
- A3.7 ENLARGED FLOOR PLANS – WASHROOMS
- A3.8 ROOF PLAN
- A4.1 EXTERIOR ELEVATIONS – DEMOLITION
- A4.2 EXTERIOR ELEVATIONS – RENOVATION
- A4.3 WINDOW TYPES SCHEDULE
- A4.4 WINDOW RENOVATIONS SCHEDULE
- A4.5 BUILDING SECTIONS
- A5.1 WALL SECTIONS & DETAILS
- A5.2 WALL SECTIONS & DETAILS
- A5.3 WALL SECTIONS & DETAILS
- A5.4 WALL SECTIONS & DETAILS
- A5.5 WALL SECTIONS & DETAILS
- A5.6 SECTIONS & DETAILS
- A5.7 SECTIONS & DETAILS
- A5.8 SECTIONS & DETAILS
- A5.9 SECTIONS & DETAILS
- A5.10 SECTIONS & DETAILS
- A6.1 BASEMENT LEVEL REFLECTED CEILING DEMO PLAN
- A6.2 MAIN FLOOR & MAIN FLOOR MEZZANINE REFLECTED CEILING DEMO PLANS
- A6.3 SECOND FLOOR & SECOND FLOOR MEZZANINE REFLECTED CEILING DEMO PLANS
- A6.4 BASEMENT LEVEL REFLECTED CEILING PLAN – RENOVATION
- A6.5 MAIN FLOOR & MAIN FLOOR MEZZANINE REFLECTED CEILING PLANS – RENOVATION
- A6.6 SECOND FLOOR & SECOND FLOOR MEZZANINE REFLECTED CEILING PLANS – RENOVATION
- A6.7 MAIN FLOOR & SECOND FLOOR OFFICE REFLECTED CEILING PLANS
- A7.1 INTERIOR ELEVATIONS
- A7.2 INTERIOR ELEVATIONS
- A7.3 INTERIOR ELEVATIONS
- A7.4 INTERIOR ELEVATIONS
- A7.5 INTERIOR ELEVATIONS
- A8.1 BASEMENT LEVEL – FLOOR FINISHES PLAN
- A8.2 MAIN FLOOR & MAIN FLOOR MEZZANINE – FLOOR FINISHES PLAN
- A8.3 SECOND FLOOR & SECOND FLOOR MEZZANINE – FLOOR FINISHES PLAN
- SITE SURVEY PLAN

**CIVIL**

- C101 SITE GRADING & SERVICES PLAN

**STRUCTURAL**

- S0.1 GENERAL NOTES
- S0.2 SCHEDULES & DETAILS
- S1.1 BASEMENT FRAMING PLAN
- S1.2 MAIN FLOOR & MAIN FLOOR MEZZANINE FRAMING PLANS

- S1.3 SECOND FLOOR & SECOND FLOOR MEZZANINE FRAMING PLANS
- S1.4 MAIN FLOOR & SECOND FLOOR CEILING FRAMING PLANS
- S1.5 ROOF FRAMING & SNOW LOADING PLANS
- S4.1 SECTIONS & DETAILS
- S4.2 SECTIONS & DETAILS
- S4.3 SECTIONS & DETAILS

## **MECHANICAL**

- M1.1 BASEMENT LEVEL PLUMBING – EXISTING CONDITIONS
- M1.2 MAIN FLOOR & MAIN FLOOR MEZZANINE PLUMBING – EXISTING CONDITIONS
- M1.3 SECOND FLOOR & SECOND FLOOR MEZZANINE PLUMBING – EXISTING CONDITIONS
- M1.4 ROOF LEVEL PLUMBING – EXISTING CONDITIONS
- M1.5 BASEMENT LEVEL HVAC – EXISTING CONDITIONS
- M1.6 BASEMENT PART PLAN – EXISTING CONDITIONS
- M1.7 MAIN FLOOR & MAIN FLOOR MEZZANINE HVAC – EXISTING CONDITIONS
- M1.8 SECOND FLOOR & SECOND FLOOR MEZZANINE HVAC – EXISTING CONDITIONS
- M2.1 BASEMENT LEVEL PLUMBING – NEW CONDITIONS
- M2.2 MAIN FLOOR PLUMBING – NEW CONDITIONS
- M2.3 SECOND FLOOR PLUMBING – NEW CONDITIONS
- M2.4A BASEMENT LEVEL HVAC – NEW CONDITIONS, PART A
- M2.4B BASEMENT LEVEL HVAC – NEW CONDITIONS, PART B
- M2.5 BASEMENT LEVEL HVAC – GRILLES/DIFFUSERS NEW CONDITIONS
- M2.6 BASEMENT LEVEL HVAC – HYDRONICS NEW CONDITIONS
- M2.7 MAIN FLOOR & MAIN FLOOR MEZZANINE HVAC – NEW CONDITIONS
- M2.8 MAIN FLOOR & MAIN FLOOR MEZZANINE HVAC – HYDRONICS NEW CONDITIONS
- M2.9 SECOND FLOOR & SECOND FLOOR MEZZANINE HVAC – NEW CONDITIONS
- M2.10 SECOND FLOOR & SECOND FLOOR MEZZANINE HVAC – HYDRONICS NEW CONDITIONS
- M2.11 ROOF LEVEL HVAC – NEW CONDITIONS
- M3.1 ENLARGED MECHANICAL & ELECTRICAL ROOM PLANS
- M4.1 MECHANICAL ROOM – SECTIONS
- M4.2 MECHANICAL ROOM & BASEMENT CORRIDOR – SECTIONS
- M4.3 WATER SERVICE ENTRY, DUCT CHASE SECTIONS
- M4.4 VAULT DUCTWORK – SECTION
- M4.5 CORRIDOR & OFFICE – SECTIONS
- M4.6 DUCTWORK – SECTION
- M4.7 MECHANICAL ROOM – ISOMETRIC
- M4.8 FIRST FLOOR OFFICES – ISOMETRIC
- M4.9 SECOND FLOOR EAST OFFICES – ISOMETRIC
- M4.10 SECOND FLOOR WEST OFFICES – ISOMETRIC
- M5.1 SCHEDULES
- M5.2 SCHEDULES
- M5.3 SCHEDULES
- M6.1 SECTIONS & DETAILS
- M6.2 SECTIONS & DETAILS
- M6.3 SECTIONS & DETAILS
- M6.4 SECTIONS & DETAILS
- M6.5 SECTIONS & DETAILS
- M6.6 SECTIONS & DETAILS
- M6.7 SECTIONS & DETAILS
- M6.8 SECTIONS & DETAILS
- FP1.1 BASEMENT FIRE PROTECTION PLAN
- FP1.2 MAIN FLOOR & MAIN FLOOR MEZZANINE FIRE PROTECTION PLAN
- FP1.3 SECOND FLOOR & SECOND FLOOR MEZZANINE FIRE PROTECTION PLAN
- FP1.4 ATTIC SPACE FIRE PROTECTION PLAN
- PFD1.0 PROCESS FLOW DIAGRAMS – LEGENDS
- PFD1.1 HYDRONIC HEATING PROCESS FLOW DIAGRAM – 1 OF 3
- PFD1.2 HYDRONIC HEATING PROCESS FLOW DIAGRAM – 2 OF 3
- PFD1.3 HYDRONIC HEATING PROCESS FLOW DIAGRAM – 3 OF 3
- PFD1.4 CHILLED GLYCOL SYSTEM PROCESS FLOW DIAGRAM

## **ELECTRICAL**

- E1.0 DRAWING LIST & ELECTRICAL SYMBOL LEGEND
- E1.1 SITE PLAN – ELECTRICAL
- ED2.0 BASEMENT LEVEL – ELECTRICAL DEMOLITION
- ED2.1 MAIN FLOOR & MAIN FLOOR MEZZANINE – ELECTRICAL DEMOLITION
- ED2.2 SECOND FLOOR & SECOND FLOOR MEZZANINE – ELECTRICAL DEMOLITION
- EL2.0 BASEMENT LEVEL – LIGHTING RENOVATION
- EL2.1 MAIN FLOOR & MAIN FLOOR MEZZANINE – LIGHTING RENOVATION
- EL2.2 SECOND FLOOR & SECOND FLOOR MEZZANINE – LIGHTING RENOVATION
- EP2.0 BASEMENT LEVEL – POWER & SYSTEMS RENOVATION
- EP2.1 MAIN FLOOR & MAIN FLOOR MEZZANINE – POWER & SYSTEMS RENOVATION
- EP2.2 SECOND FLOOR & SECOND FLOOR MEZZANINE – POWER & SYSTEMS RENOVATION
- EP2.3 ROOF PLAN – POWER & SYSTEMS RENOVATION
- ES2.0 BASEMENT LEVEL – SECURITY SYSTEM RENOVATION
- ES2.1 MAIN FLOOR & MAIN FLOOR MEZZANINE – SECURITY SYSTEM RENOVATION
- ES2.2 SECOND FLOOR & SECOND FLOOR MEZZANINE – SECURITY SYSTEM RENOVATION
- E4.0 ELECTRICAL DEMOLITION & RENOVATION – SINGLE LINE DIAGRAM
- E5.0 EMERGENCY LIGHTING, LUMINAIRE SCHEDULE, PANEL SCHEDULES
- E5.1 ELECTRICAL SCHEDULE
- E5.2 MOTOR LIST
- E5.3 MOTOR LIST
- E6.0 ELECTRICAL DETAILS
- E6.1 ELECTRICAL DETAILS

## **E2. REPORTS**

- E2.1 In addition to C3.1, refer to Section 00 31 00 – Available Project Information, for all available reports and testing results related to this Project.

## **GENERAL REQUIREMENTS**

### **E3. HAZARDOUS MATERIALS**

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

### **E4. CASH ALLOWANCE FOR ADDITIONAL WORK**

- E4.1 Additional Work may be necessitated due to unforeseen circumstances that may arise during the course of the project due to:
  - (a) Additions to the scope of Work by the Contract Administrator, beyond that defined herein.
- E4.2 A cash allowance has been included on Form B: Prices.
- E4.3 The City reserves the right to delete any or all of the Cash Allowance from the Contract if the Work intended to be covered by the Cash Allowance is not required, or if the Works intended are found to be more extensive than the provisional Cash Allowance.
- E4.4 Cost of additional work shall be evaluated by the methods outlined in C7.4, and a Change Order prepared by the Contract Administrator. Cost of the Change Order will be paid on the Progress Estimate and deducted from the Cash Allowance. If the valuation of the authorized work exceeds the Value of the Cash Allowance, the Contract Value will be adjusted by the shortfall.
- E4.5 Additional services and/or Work will not be initiated for:
  - (a) Reasons of lack of performance or errors in execution.



- (b) Scheduling changes initiated by the City, where at least 24 hours' notice is given prior to the Contractors schedule time to be on Site.
- E4.6 Should it be determined that additional material or services are required, the Contract Administrator shall approve the Work, prior to commencement of the additional Work.
- E4.7 Material Mark-Up Factors in accordance with C7:
  - (a) The base cost is to be the wholesale cost of the material, regardless of the Contractor or Subcontractor supplying the material.
  - (b) In general, the party (Contractor or Subcontractor) supplying the material is the party that purchases the material from a supplier who does not perform any work on Site, unless otherwise determined by the Contract Administrator.
  - (c) Where the Contractor is supplying the material, the mark-up on the material is limited to fifteen percent (15%).
  - (d) Where the Contractor's immediate Subcontractor is supplying the material the total mark-up on the material including all Subcontractors and the Contractor is limited to twenty-five percent (25%)
    - (i) The Subcontractor's mark-up on the material is limited to fifteen percent (15%);
    - (ii) The Contractor's mark-up on the material is limited to ten percent (10%).
  - (e) A Third-Level Subcontractor is a Subcontractor of a Subcontractor of the Contractor.
    - (i) No Third-Level Subcontractors on this project are approved for additional mark-up.
- E4.8 In the event that a Third-Level Subcontractor is utilized, that is not approved for additional mark-up, the Contractor is responsible for coordinating the split of the maximum approved mark-up between the Contractor and Subcontractors.

## **E5. TRAFFIC CONTROL**

- E5.1 In accordance with the Manual of Temporary Traffic Control on City Streets (MTTC), the Contract Administrator shall make arrangements with the Traffic Services Branch of the City of Winnipeg to place, maintain, and remove all regulatory signs and traffic control devices authorized and/or required by the Traffic Management Branch in the following situations:
  - (a) Parking restrictions,
  - (b) Stopping restrictions,
  - (c) Turn restrictions,
  - (d) Diamond lane removal,
  - (e) Full or directional closures on a Regional Street,
  - (f) Traffic routed across a median,
  - (g) Full or directional closure of a non-regional street where there is a requirement for regulatory signs (turn restrictions, bus stop relocations, etc.) to implement the closure.
  - (h) Approved Designated Construction Zones with a temporary posted speed limit reduction. Traffic Services will be responsible for placing all of the advance signs and 'Construction Ends' (TC-4) signs. The Contractor is still responsible for all other temporary traffic control including but not limited to barricades, barrels and tall cones.
- E5.2 Further to (c), the Contractor shall make arrangement with the Traffic Services Branch of the City of Winnipeg to supply regulatory signs as required.
- E5.3 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the Site has been maintained.
- E5.4 Further to E5(c) and E5(d) the Contractor shall make arrangements with the Traffic Services Branch of the City of Winnipeg to reinstall the permanent regulatory signs after the Contract

Work is complete. At this time the Contractor shall make arrangements to drop off the stockpiled materials to Traffic Services at 495 Archibald Street.

- E5.5 Any changes to the approved traffic management plan must be submitted to the Contract Administrator a minimum of (five) 5 Working Days prior to the required change for approval.
- E5.6 If the Contract Administrator determines that the Contractor is not performing Traffic Control in accordance with this specification, Traffic Services Branch may be engaged to perform the Traffic Control. In this event the Contractor shall bear the costs associated charged to the project by the Traffic Services Branch of the City of Winnipeg in connection with the required Works undertaken by the Contractor.

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at their place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at their place of residence; or
  - (b) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:  
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> ; or
  - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home> ; or
  - (d) Fastcheck Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P-612) to the Contract Administrator.
- F1.3 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Bidder/Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.4 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.5 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.