



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 860-2008

**ROOF REPLACEMENT – LOWER ROOF
510 MAIN STREET**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 ROOF REPLACEMENT – LOWER ROOF
510 MAIN STREET

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 23, 2008.

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

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

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Contract Administrator or an authorized representative will be available at the Site from 9:00 a.m. to 10:00 a.m. on December 16, 2008 to provide Bidders access to the Site.

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

B4. ENQUIRIES

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

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

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

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

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

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B5.2 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.

B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopplasp>

B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B6.4 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.

B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his 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.

B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.

B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.

B6.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his 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 B14.

- B6.9 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.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

B7. BID COMPONENTS

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg, MB R3B 1J1
- B7.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B14.1(a).
- B7.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.8.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8. BID

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;

- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than his 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.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B8.4.2 All signatures shall be original.

B8.5 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.

B9. PRICES

B9.1 The Bidder shall state the lump sum price in Canadian funds for the Work on Form B: Prices.

B10. QUALIFICATION

B10.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and

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

B10.4 Further to B10.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>)

B10.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

B11.1 Bids will not be opened publicly.

B11.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B11.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B12. IRREVOCABLE BID

B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B13. WITHDRAWAL OF BIDS

B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B13.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

- B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.
- B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B14. EVALUATION OF BIDS

- B14.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity or acceptable deviation there from (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B6.
- B14.2 Further to B14.1(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.
- B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B14.4 Further to B14.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices.
- B14.4.1 If there is any discrepancy between the lump sum price written in figures and the lump sum price written in words, the price written in words shall take precedence.

B15. AWARD OF CONTRACT

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;

- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B14.

B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

B15.4 Notwithstanding C4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B15.5 The Contract, as defined in C1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the replacement of the lower roof at 510 Main Street.

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

- (a) Complete replacement of areas A, A1, B., B1 with an inverted roof membrane assembly consisting of a two (2) ply fully mopped modified bitumenous base and cap sheet, four (4") inches polystyrene insulation, scrim sheet and ballast.
- (b) Application of a new two (2) ply modified bitumenous membrane complete with granular finish over areas C, D, D1, E, E2.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Len Rocke
Project Officer
Planning, Property and Development Department
3rd Floor – 65 Garry Street
Winnipeg, Manitoba
R3C 4K4

Telephone No. (204) 479-5456
Facsimile No. (204) 947-2284

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

D4. CONTRACTOR'S SUPERVISOR

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

D5. NOTICES

D5.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3, D5.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.

D5.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Financial Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

- D5.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg
Internal Services Department
Legal Services Division
Attn: City Solicitor
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

- D6.1 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.

D7. SAFE WORK PLAN

- D7.1 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.
- D7.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D8. INSURANCE

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement

of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.

D8.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D9. PERFORMANCE SECURITY

D9.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

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

D9.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D9.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

SCHEDULE OF WORK

D10. COMMENCEMENT

D10.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.

D10.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is 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;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D7;
 - (iv) evidence of the insurance specified in D8; and
 - (v) the performance security specified in D9.
- (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.

D10.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

D11. SUBSTANTIAL PERFORMANCE

- D11.1 The Contractor shall achieve Substantial Performance within twenty (20) consecutive Working Days of the commencement of the Work as specified in D10.
- D11.2 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.
- D11.3 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.

D12. TOTAL PERFORMANCE

- D12.1 The Contractor shall achieve Total Performance within twenty-five (25) consecutive Working Days of the commencement of the Work as specified in D10.
- D12.2 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.
- D12.3 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.

D13. LIQUIDATED DAMAGES

- D13.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City fifty dollars (\$50.00) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.
- D13.2 The amount specified for liquidated damages in D13.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D13.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D14. JOB MEETINGS

- D14.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the 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.
- D14.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D15. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D15.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

MEASUREMENT AND PAYMENT

D16. PAYMENT

D16.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D17. PAYMENT SCHEDULE

D17.1 Further to C12, payment shall be in accordance with the following payment schedule:
(a) Lump sum payment on completion of work.

WARRANTY

D18. WARRANTY

D18.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire five (5) years 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.

D18.1.1 For the purpose of Performance Security, the warranty period shall be one (1) year.

D18.2 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.

D18.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

FORM H1: PERFORMANCE BOND
(See D9)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

BID OPPORTUNITY NO. 860-2008

ROOF REPLACEMENT – LOWER ROOF
510 MAIN STREET

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

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

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

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

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

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

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)
(See D9)**

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 860-2008

ROOF REPLACEMENT – LOWER ROOF
510 MAIN STREET

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
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C1 RD-33	Lower Roof Plan Administration Building Typical New Edge Detail
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E2. OUTLINE SPECIFICATIONS – ROOF AREAS A, A1, B, B1 ONLY – INVERTED ROOF MEMBRANE ASSEMBLY

E2.1 DESCRIPTION

- E2.1.1 This section specified the requirements for the supply and installation of the elements required for roofing.
- E2.1.2 Roofing system:
- (a) Ballast – conventional for inverted system and broad cost at rate of 8-10 lbs per sq. ft.
 - (b) Insulation – 4” extruded polystyrene
 - (c) 2 ply SBS modified membrane 180 sm/m² or better

E2.2 RELATED WORK

- E2.2.1 Strip existing asphalt and gravel roof membrane down to deck including base flashing and dispose of same. Do not remove or damage counter flashing.
- E2.2.2 New metal flashing and accessories including termination bar.
- E2.2.3 Raise blocking, provide new blocking where necessary, adjust curbs, expansion joints, roof drains, vent pipes, provide sleeves, extensions as necessary to accommodate changes resulting from the increase roof insulation.

E2.3 CONTRACTOR QUALIFICATIONS

- E2.3.1 The roofing Contractor shall be, during the bidding period as well as during installation, officially recognized as an approved Contractor applicator by the Roofing Contractor's Association of Manitoba.
- E2.3.2 Roofing Work shall be performed only by skilled applicators, employed by an installation Contractor operating all adequate and necessary equipment to execute such Work in accordance with the manufacturer's recommendations and recognized standards.

E2.4 GUARANTEES

- E2.4.1 The product manufacturer shall issue a written and signed document in the name of the City, certifying the product will meet all the physical characteristic published by the manufacturer, for a period of ten (10) years, starting from the date of acceptance of the Work. This warranty will cover the removal and replacement of defective roof membrane products, including labour. The warranty must remain a full warranty for the duration of the period specified. The scope of this warranty must not be limited by other system components manufactured or distributed by the membrane manufacturer. No letter amending the manufacturer's standard warranty will be accepted and the warranty certificate must reflect these requirements.
- E2.4.2 The roofing Contractor shall issue a written and signed document in the name of the City certifying that the Work executed shall remain in place and free of any performance defect, for a period of five (5) years starting from the date of acceptance of the Work.

E2.5 MATERIALS STORAGE

- E2.5.1 All materials shall be delivered and stored in their original packaging, displaying the manufacturer's name, quality, weight, standards references and all other indications or references considered as standard.
- E2.5.2 Materials shall be adequately protected and stored at all times in a dry space, properly ventilated and protected from the elements. Only materials which shall be used that same day shall be removed from this storage space. For ease of installation in colder weather, it is suggested that rolls be stored in a heated area at a minimum of +10° C prior to application. If rolls can't be stored in a heated shelter, they could be heated with a torch, prior to installation. For precise description, refer to installation technique section for each type of membrane.
- E2.5.3 Store membrane rolls on end, one pallet high, selvage edge up; do not store in a leaning position.
- E2.5.4 When loading products on the roof, avoid concentration of weight on one area which could cause excessive deflection of the roof structure.

E2.6 SITE PROTECTION

- E2.6.1 During roofing Work, exposed surfaces of finished walls shall be protected with tarps in order to prevent damage. Contractor shall assume full responsibility for any such damage.

E3. **PRODUCTS**

E3.1 MATERIALS

- E3.1.1 Asphalt based primer: Elastocol 500 or approved equal in accordance with B6 compatible asphalt primer.
- E3.1.2 Membranes:
- (a) Membrane base sheet and base sheet flashing – SBS modified bitumenous membrane 180 gm sopralene flam or approved equal in accordance with B6.
- (i) Description
Roofing membrane with a non-woven polyester reinforcement and thermofusible SBS modified bitumen. Both sides shall be protected by a thermofusible plastic film. This membrane is to be applied by torching only.
- (ii) Components
1. Reinforcement: non-woven polyester 180 g/m²
 2. Elastomeric asphalt: mix of selected bitumen and SBS thermoplastic polymer

- (b) Membrane cap sheet – SBS modified bitumenous membrane 180 gm
 - (i) Description
Roofing membrane with a non-woven reinforcement and thermofusible SBS modified bitumen. The top side shall be self-protected with coloured granules. The underside shall be protected by a thermofusible plastic film. This membrane is to be applied by torching only.
 - (ii) Components
 1. Reinforcement: 180 g/m² of non-woven polyester
 2. Elastomeric asphalt: mix of selected bitumen and SBS thermoplastic polymer
- (c) Cap sheet flashing – SBS modified bitumenous membrane 180 gm
 - (i) Description
Roofing membrane with a non-woven polyester reinforcement and thermofusible SBS modified bitumen. The top side shall be self-protected with coloured granules. The underside shall be protected by a thermofusible plastic film. This membrane is to be applied by torching only.
Components
 1. Reinforcement: 180 g/m² of non-woven polyester
 2. Elastomeric asphalt: mix of selected bitumen and SBS thermoplastic polymer

- E3.1.3 Insulation: four (4) inches Extruded Polystyrene Insulation.
- E3.1.4 Filter Fabric Separation: Scrim sheet woven polyester approved for this application.
- E3.1.5 Ballast: Crushed or round stones, free of fines, from 19 – 38 mm (3/4" – 1½").
- E3.1.6 Roofing nails: Round top cap nails: 25 mm or 38 mm (1" or 1½") or approved equal in accord with/ B6.
- E3.1.7 Mastic: Sopramastic 200 or approved equal in accordance with B6.
- E3.1.8 All materials specified shall be new and of the best quality. All materials shall be stored, handled and applied etc. in accordance with Manufacturer's instructions and recommendations.

E4. EXECUTION

E4.1 EXAMINATION AND PREPARATION OF SURFACES

- E4.1.1 Strip existing Built up roof down to deck taking care to remove only that porting of roof that can be completely closed in and made water tight in the same day. Remove and dispose of roof and base flashing around the perimeter. Do not disturb counter-flashings
Before commencing Work, the Contract Administrator, together with the roofing Contractor shall inspect and approve the deck condition (slopes and nailing supports, if applicable) as well as parapet walls, roof drains, stack vents, vent outlets and others, building joints, etc. If applicable, a non-compliance notice shall be submitted to the Contractor so that adjustments can be made. Commencement of Work shall imply acceptance of surfaces and conditions.
- E4.1.2 Before commencing Work, all surfaces must be smooth, dry, clean and free of ice and debris. No salt or calcium shall be used to remove ice or snow.
- E4.1.3 Check if the work of other trades has been properly completed.
- E4.1.4 Do not install materials in conditions of rain, snow or fog.

E4.2 METHOD OF EXECUTION

- E4.2.1 Install roofing elements on clean and dry surfaces. Prime all surface where necessary and at rate specified.

- E4.2.2 Roofing Work shall be performed on a continuous basis as surface and weather conditions allow.
- E4.2.3 Adjoining surfaces shall be protected against any damage that could result from the roofing installation.
- E4.2.4 Apply only as much insulation to the roof as can be covered the same day with roofing membrane. At the conclusion of each day's work, seal exposed edges of the roof insulation. This seal shall be cut and removed upon continuation of the Work.
- E4.3 EQUIPMENT
- E4.3.1 Maintain all equipment and tools in good working order.
- E4.3.2 Only torch types recommended by the manufacturer of the elastomeric asphalt membranes shall be used.
- E4.4 ASPHALT PRIMER APPLICATION
- E4.4.1 Surfaces where membrane is applied shall receive an asphalt primer coating at the rate of 0.25 L/m² (1/2 gallon/sq).
- E4.5 BASE SHEET INSTALLATION
- E4.5.1 Prime all surfaces prior to application of base sheet with primer specified or compatible approved primer. Base sheet shall be torch welded on concrete deck or other torchable surface, in accordance with recommendations of the membrane manufacturer. Heat lower surface of the membrane uniformly. Heat both substrate and membrane simultaneously and avoid overheating the roll. Ensure a bead of molten bitumen flows in front of the membrane as it is unrolled and torched.
- E4.5.2 Base sheet shall have side laps of 75 mm and end laps of 150 mm.
- E4.5.3 Make sure the membrane is properly welded, without air pockets, wrinkles, fish-mouths or tears.
- E4.6 BASE SHEET FLASHING INSTALLATION
- E4.6.1 Surface where membrane is applied shall receive an asphalt primer coating at the rate of 0.25 L/m². Primer must be dry before application of the base sheet flashing.
- E4.6.2 Base sheet shall be laid in strips one metre wide to the vertical surfaces, extending on to the flat surface of the roof a minimum of 100 mm (4"). Side laps shall be 75 mm and shall be staggered a minimum of 100 mm with the laps of the base sheet in order to avoid excessive thickness.
- E4.6.3 Base sheet shall be torch welded directly on its support from bottom to top. Torch welding shall soften the under side of the base sheet without overheating, resulting in a uniform adhesion over the entire surface. When allowed by the support, the base sheet top edge shall be nailed on 300 mm centres.
- E4.7 CAP SHEET INSTALLATION
- E4.7.1 Once the base sheet and stripping has been applied and does not show any defects, the cap sheet can then be laid.
- E4.7.2 Cap sheet shall be unrolled starting from the lowest point of the roof. Cap sheet shall be re-rolled from both ends prior to torching. Care must be taken to ensure alignment of the first roll (parallel with the edge of the roof).
- E4.7.3 Cap sheet shall be torch welded on to the base sheet membrane. During this application, both surfaces shall be simultaneously melted, forming an asphalt bead that shall be pushed out in front of the cap sheet. Ensure that there is a consistent bleed out at side laps. Check laps with a round-nosed roofing trowel as work progresses. Reseal all unbonded areas and voids. Firmly roll the membrane into the molten asphalt.

- E4.7.4 Avoid overheating. the roll and avoid wrinkles.
- E4.7.5 Base sheet and cap sheet seams shall be staggered a minimum of 200 mm.
- E4.7.6 Cap sheet shall have side laps of 75 mm and end laps of 150 mm.
- E4.7.7 Make sure the membranes are properly welded, without un-welded areas, air pockets, fish-mouths or tears. Torch welding speed varies depending on the weather. In cold conditions, it slows down, in warm and dry conditions, it speeds up.
- E4.7.8 After installation of the cap sheet, check all lap seams on the cap sheet. Embed granules at end laps by heating area with the torch and hot trowel Do not remove bitumen and granules.

E4.8 CAP SHEET FLASHING INSTALLATION

- E4.8.1 Cap sheet stripping shall be laid in strips one metre wide. There must be at least 150 mm of cap sheet overlap on the deck. Side laps shall be 75 mm and shall be staggered a minimum of 100 mm from cap sheet laps and base sheet laps, in order to avoid excessive thickness. Check laps with round-nosed roofing trowel as work progresses.
- E4.8.2 Cap sheet stripping shall be torch welded directly on its base sheet, proceeding from bottom to top. Torching shall soften the two membranes and ensure a uniform weld. Refer to CRCA Flashing Guidelines for typical details. Consult membrane manufacturer's specifications for specific flashing details, and recommendations and application instructions.

E4.9 INSULATION INSTALLATION

- E4.9.1 Supply and install four (4) inches extruded polystyrene insulation. Loose lay extruded polystyrene insulation conforming to CGSB 51-6P-20M in parallel courses. Ensure all insulation boards are butted together without gaps and with joints staggered.

E4.10 FILTER FABRIC INSTALLATION

- E4.10.1 Install filter fabric over the insulation prior to ballasting. All edges of the fabric must overlap 300 mm.

E4.11 AGGREGATE INSTALLATION

- E4.11.1 After the filter fabric is installed, spread ballast evenly to required weight. Apply gravel ballast covering at the rate of 60 kg./square meter. Apply and spread additional ballast around roof perimeter in accordance with the insulation manufacturer's recommendation and application instructions

E4.12 RELATED WORK

- E4.12.1 Roof Mounted Equipment- Disconnect and reconnect roof mounted equipment and safely store for re-installation. This Work must be carried out by a qualified tradesman with appropriate certification. Provide new sleepers as necessary to ensure adequate space under units to facilitate any repairs that may be required in future. Raise blocking, adjust sleepers etc. to accommodate changes resulting from increase in insulation. Ensure roof system remains completely watertight for the duration of the project.
- E4.12.2 The Contractor shall:
- (a) Ensure the operator(s) of the equipment are adequately trained and that proper fire fighting equipment be readily available in case of fire. Fire extinguishers must be in good working condition and be on the job site at all times. For the best type of fire extinguisher, the Contractor shall consult the local fire authorities.
 - (b) Propane tanks should be solidly held in an upright position and a minimum of ten feet (10') from where torching is done. Workers other than torch operators should stay at least three feet (3') from flame. Remove propane tank(s) from job site at end of each day's Work.

- (c) Check all fittings, hoses, torch heads, etc. before using torching equipment. When torching onto combustible materials or around open areas or in areas where you cannot see the flame contact, do no heat directly – **Use the torch and flop method.**
- (d) **Never leave a light torch unattended. Properly inspect all Work completed for possible smouldering fires.**
- (e) The Contractor shall provide, maintain and erect warning signs and barriers to alert public using the facility.
- (f) When torch is not in use, always place it on its support with head pointing upwards. At all times, and especially before leaving job site, ensure that there are no smoke emissions which could be a sign of smouldering materials. At the end of each day, check inside the building before leaving. Job planning must allow for employee presence on the roof at least one hour after torch application.

E4.12.3 Contractor shall provide a written guarantee stating that the modified bitumenous roof and flashing will stay in place and remain leak proof for a period of five (5) years from the date of Final Certificate of Completion.

E4.13 MEMBRANE REPLACEMENT ONLY (Roof Areas C, D, D1, E, E1)

- E4.13.1 Strip existing gravel from roof taking care not to damage existing four (4) ply membrane below. Remove base flashings and gravel and dispose of same.
- E4.13.2 Report any roof membrane problems uncovered to the Contract Administrator prior to application of primer and/or new two (2) ply SBS modified bitumenous membrane.
- E4.13.3 Over a clean surface, apply asphalt, prime to existing four (4) ply membrane at a rate of .25 L/m². Primer must be dry before application of the base sheet.
- E4.13.4 Over the primed surface apply two (2) layers of SBS modified bitumenous membrane consisting of a base sheet (180gm) and a granular finished cap sheet (180g) colour to be determined by Contract Administrator. Cap sheet and base sheet shall be installed in accordance with manufacturer's recommendation and application instructions.