



THE CITY OF WINNIPEG

TENDER

TENDER NO. 1123-2019

WASHROOM RENOVATION – 2021 MAIN STREET

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 WASHROOM RENOVATION – 2021 MAIN STREET

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 27, 2019.

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

B3. SITE INVESTIGATION

B3.1 Further to C3.1, a Site meeting will be held at 9:00 am on November 15, 2019 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 Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

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

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

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

B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

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

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

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

B6. ADDENDA

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

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

B6.3 Addenda will be available on the MERX website at www.merx.com.

B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. 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 D3.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B17.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.4 The Bid shall be submitted electronically through MERX at www.merx.com.
- B8.4.1 Bids will **only** be accepted electronically through MERX.
- B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B17.1(a).

B9. BID

- B9.1 The Bidder shall complete Form A: Bid, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

- B9.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 11 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be entered below such signatures.
- B9.4.2 All signatures shall be original.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Notwithstanding C12.2.3(c), prices on Form B: Prices shall not include the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.1.2 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D22. Any such costs shall be determined in accordance with D22.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10.5 The Bidder shall enter the Alternative 1 - Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B10.5.1 Bidders are advised that the calculation indicated in B17.4 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:
- (a) N/A

B12. CONFLICT OF INTEREST AND GOOD FAITH

- B12.1 Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.
- B12.3 In connection with its Bid, each entity identified in B12.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B12.4 Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and

- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B13. QUALIFICATION

B13.1 The Bidder shall:

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

B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba).

B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B13.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B13.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

B14.1 Bids will not be opened publicly.

B14.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.

B14.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) and the Contract amount(s) will be available on the MERX website at www.merx.com.

B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B14.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B15. IRREVOCABLE BID

B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B15.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B16. WITHDRAWAL OF BIDS

B16.1 A Bidder may withdraw his/her Bid without penalty prior to the Submission Deadline.

B17. EVALUATION OF BIDS

B17.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the 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.

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

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

B17.4 Further to B17.1(c), where the Total Bid Price exceeds the funds stated in D2.3, the City may determine that no award will be made in accordance with B18.2.1(a).

- B17.5 Further to B17.1(c),, the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B17.5.1 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B17.6 This Contract may be awarded as a whole (Alternative 1) or separately in sections (Alternative 2 or Alternative 3) as identified on Form B: Prices.
- B17.6.1 Notwithstanding B10.1, the Bidder may, but is not required to, bid on all Alternatives.
- B17.6.2 Notwithstanding B18.3, the City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for that section and shall have the right to choose the Alternative which is in its best interests. If the Bidder has not bid on all Alternatives, he/she shall have no claim against the City if his/her partial Bid is rejected in favour of an award of the Contract on the basis of an Alternative or section upon which he/she has not bid.
- B18. AWARD OF CONTRACT**
- B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B18.2.1 Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B18.3 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 D22 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B18.4 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 B17.
- B18.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B18.5 Further to C4, the City may issue a Purchase Order to the successful Bidder to form the Contract.
- B18.6 The Contract Documents, as defined in C1.1, in their entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2019-09-01) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix "C" designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of washroom renovations at Kildonan Park Golf Course Clubhouse.

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

- (a) Replace plumbing and electrical fixtures and accessories;
- (b) Create new walls;
- (c) Finish work such as flooring, wall tile, painting.

D2.3 The funds available for this Contract are \$75,000.

D2.4 Work can be completed during normal working hours. The Clubhouse building will be closed for the golf season, and the building will continue to have heat and power.

D2.5 Work shall include all labour, material, equipment and services required for the project to be complete and functional.

D2.6 Contractor shall be responsible for verifying all measurements and dimensions.

D2.7 Contractor shall arrange and pay for all necessary permits and inspections, and obtain all necessary approvals of the installation and operation. On completion of the Work, submit Certificates of Acceptance from Authority Having Jurisdiction to the Contract Administrator

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Kathy Roberts
Project Officer, Municipal Accommodations
Planning, Property and Development Department
City of Winnipeg

Telephone No. 204-470-7380
Email Address kathyroberts@winnipeg.ca

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

D4. CONTRACTOR'S SUPERVISOR

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

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractor's own use, or for the use of any third party.
- D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. NOTICES

- D6.1 Except as provided for in C22.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D3.
- D6.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following:
- The City of Winnipeg
Attn: Chief Financial Officer
Office of the Chief Administrative Officer
Susan A. Thompson Building
2nd Floor, 510 Main Street
Winnipeg MB R3B 1B9
- D6.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:
- The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

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

D8. SAFE WORK PLAN

- D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>
- D8.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D9. INSURANCE

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.
- D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D10. CONTRACT SECURITY

- D10.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract 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; and
 - (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price; or
 - (c) 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 H3: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or

- (d) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D10.1.1 Where the contract 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 contract security.

D10.2 The Contractor shall provide the City Solicitor with the required contract 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.

D10.3 Where the Contract Security is provided in accordance with D10.1(a) and D10.1(b), 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 D10.1(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

D11. SUBCONTRACTOR LIST

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

D12. DETAILED WORK SCHEDULE

D12.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site.

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

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

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

D12.4 Further to D12.2(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.

SCHEDULE OF WORK

D13. COMMENCEMENT

D13.1 The Contractor shall not commence any Work until he/she is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.

D13.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence 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 D8;
 - (iv) evidence of the insurance specified in D9;
 - (v) the contract security specified in D10;
 - (vi) the Subcontractor list specified in D11 and
 - (vii) the detailed work schedule specified in D12.
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D13.3 The City intends to award this Contract by December 2, 2019.

D13.3.1 If the actual date of award is later than the intended date, the dates specified for Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D14. SUBSTANTIAL PERFORMANCE

D14.1 The Contractor shall achieve Substantial Performance by March 13, 2020.

D14.2 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.

D14.3 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.

D15. TOTAL PERFORMANCE

D15.1 The Contractor shall achieve Total Performance by March 20, 2020.

D15.2 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.

D15.3 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.

D16. LIQUIDATED DAMAGES

D16.1 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 five hundred dollars (\$500) per Calendar Day for each and every Calendar Day following the day fixed herein for Total Performance during which such failure continues.

D16.2 The amount specified for liquidated damages in D16.1 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.

D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D17. JOB MEETINGS

- D17.1 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.
- D17.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

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

- D18.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

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

- D19.1 Further to B13.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4

MEASUREMENT AND PAYMENT

D20. PAYMENT

- D20.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D21. WARRANTY

- D21.1 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.
- D21.1.1 For the purpose of contract security, the warranty period shall be one (1) year.

THIRD PARTY AGREEMENTS

D22. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D22.1 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.
- D22.2 Further to D22.1, in the event that the obligations in D22 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.

D22.3 For the purposes of D22:

- (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.

D22.4 Modified Insurance Requirements

D22.4.1 If not already required under the insurance requirements identified in D9, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.

D22.4.2 If not already required under the insurance requirements identified in D9, 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.

D22.4.3 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.

D22.4.4 Further to D9.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days’ prior written notice to the Government of Manitoba in case of insurance cancellation.

D22.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D22.5 Indemnification By Contractor

D22.5.1 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.

D22.6 Records Retention and Audits

D22.6.1 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.

D22.6.2 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 D22.6.1 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.

D22.7 Other Obligations

D22.7.1 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.

D22.7.2 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.

D22.7.3 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.

D22.7.4 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.

FORM H1: PERFORMANCE BOND
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

TENDER NO. 1123-2019

WASHROOM RENOVATION – 2021 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: LABOUR AND MATERIAL PAYMENT BOND
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

TENDER NO. 1123-2019

WASHROOM RENOVATION – 2021 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 promptly make payment to all claimants as hereinafter defined, for all labour, service and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject, however, to the following conditions:

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

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

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

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

_____ day of _____, 20_____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H3: IRREVOCABLE STANDBY LETTER OF CREDIT
(CONTRACT SECURITY)
(See D10)**

(Date)

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

**RE: CONTRACT SECURITY - TENDER NO. 1123-2019
WASHROOM RENOVATION – 2021 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.

Except where they may conflict with the terms and conditions contained in this Letter of Credit, the International Standby Practices 1998 shall apply to this Letter of Credit. This Letter of Credit shall also be governed by and construed in accordance with the laws of the Province of Manitoba and of Canada as applicable therein, except to the extent that such laws are inconsistent with the International Standby Practices 1998. This Letter of Credit is subject to the exclusive jurisdiction of the courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

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

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
A1.0 R0	EXISTING FLOOR PLAN
A2.1 R0	DEMO PLAN
A2.2 R0	KEY PLAN
A2.3 R2	PROPOSED FLOOR PLAN
A2.4 R1	FLOOR FINISH PLAN, REFLECTED CEILING PLAN
A2.5 R2	WALL FINISH PLAN
A2.6 R2	INTERIOR ELEVATION
A2.7 R2	INTEIROR ELEVATION
M.0 R0	TITLE PAGE
M0.1 R1	MECHANICAL DEMOLITION
M1.0 R2	PLUMBING PLAN SANITARY
M1.1 R2	PLUMBING PLAN DOMESTIC WATER
M1.2 R2	PLUMBING SPECIFICATION
M1.3 R1	FIXTURE SCHEDULE
M1.4 R1	FIXTURE SCHEDULE
M2.0 R5	HVAC
M2.1 R0	SPECIFICATION – HVAC
M2.2 R2	SPECIFICATION – HVAC
E0.0 R5	SYMBOL LEGEND AND DRAWING LIST
E1.0 R5	ELECTRICAL DEMOLITION
E2.0 R5	POWER AND SYSTEMS LAYOUT
E3.0 R5	LIGHTING LAYOUT
E4.0 R5	ELECTRICAL SCHEDULES
E5.0 R5	ELECTRICAL SPECIFICATIONS
E5.1 R5	ELECTRICAL SPECIFICATIONS
E5.2 R5	ELECTRICAL SPECIFICATIONS

E2. HAZARDOUS MATERIALS

- E2.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of

hazardous materials shall be dealt with by the City, and the Contractor shall await further instruction by the Contract Administrator.

GENERAL PRODUCT REQUIREMENTS

E3. QUALITY OF WORK

- E3.1 Ensure Quality of Work is of highest standard, executed by workers experienced and skilled in respective duties for which they are employed. Immediately notify Contract Administrator if required Work is such as to make it impractical to produce required results.
- E3.2 Do not employ anyone unskilled in his or her required duties. Contract Administrator reserves right to require dismissal from site, workers deemed incompetent or careless.
- E3.3 Decisions as to standard or fitness of Quality of Work in cases of dispute rest solely with Contract Administrator, whose decision is final.

E4. MATERIALS AND EQUIPMENT

- E4.1 Products, materials and equipment incorporated in the Work shall be new, not damaged or defective, and of best quality (compatible with specifications) for purpose intended. If requested, furnish evidence as to type, source and quality of Products provided.
- E4.2 Equipment and material shall be CSA and/or CAN/ULC certified.
 - (a) Equipment, material and components which are not CSA approved shall be approved by the Authority Having Jurisdiction prior to installation. Contractor shall pay for all costs associated with obtaining the necessary approval.
- E4.3 Defective products, whenever identified prior to completion of Work, will be rejected, regardless of previous inspections. Inspection does not relieve responsibility, but is a precaution against oversight or error. Contractor shall remove and replace defective products at own expense and be responsible for delays and expenses caused by rejection and replacement.
- E4.4 Contractor shall be responsible for all transportation, handling, protection and storage of materials and equipment.

E5. MANUFACTURER'S INSTRUCTIONS

- E5.1 Unless otherwise indicated in Specifications, install or erect products in accordance with manufacturer's instructions. Do not rely on labels or enclosures provided with products. Obtain written instructions directly from manufacturers.
- E5.2 Notify Contract Administrator in writing of conflicts between Specifications and manufacturer's instructions, so that Contract Administrator may establish course of action.
- E5.3 Improper installation or erection of products due to failure in complying with these requirements, authorizes the Contract Administrator to require removal and re-installation at no addition to Contract Price or Contract Time.

E6. COORDINATION

- E6.1 Ensure cooperation of workers in laying out Work. Maintain efficient and continuous supervision.
- E6.2 Be responsible for coordination and placement of opening, sleeves, materials and equipment.

E7. CONCEALMENT

- E7.1 In finished areas, conceal pipes, ducts and wiring in floors, walls and ceilings, except where indicated otherwise. Advise Contract Administrator of any potential conflict in areas prior to construction.
- E7.2 Before installation, inform Contract Administrator if there is interference. Install as directed by Contract Administrator.

E8. LOCATION OF FIXTURES

- E8.1 Consider location of fixtures, outlets, and mechanical and electrical items indicated as approximate. Inform Contract Administrator of conflicting installation. Install as directed.

E9. FASTENINGS

- E9.1 Provide metal fastenings and accessories in the same texture, colour and finish as adjacent materials, unless indicated otherwise.
- E9.2 Prevent electrolytic action between dissimilar metals and materials.
- E9.3 Use non-corrosive hot dip galvanized steel fasteners and anchors for securing exterior Work, unless stainless steel or other material is specifically required in affected Specification Section.
- E9.4 Space anchors within individual load limit or shear capacity, and ensure they provide positive permanent anchorage. Wood, or any other organic material plugs, are not acceptable.
- E9.5 Keep exposed fastenings to a minimum, space evenly, and install neatly.
- E9.6 Fastenings which cause spalling or cracking of material to which anchorage is made, are not acceptable.

E10. FASTENINGS - EQUIPMENT

- E10.1 Use heavy hexagon heads, with finish suitable for service.
- E10.2 Bolts may not project more than one diameter beyond nuts.
- E10.3 Use soft gasket lock type washers where vibrations occur.

SAFETY, USE OF SITE AND HOUSEKEEPING

E11. SAFETY AND USE OF SITE AND PREMISES

- E11.1 Contractor shall observe and enforce all construction safety measures required by the Manitoba Building Code, Worker's Compensation Board, Municipal Statute and By-Laws. In the event of a conflict between any provisions of above authorities, the most restrictive provision shall apply.
- E11.2 The Contractor shall be registered with the Workers Compensation Board of Manitoba and shall provide and maintain workers compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.
- E11.3 Contractor shall comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials and regarding labeling and provision of Material Safety Data Sheets (MSDS) acceptable to Labour Canada.
 - E11.3.1 Contractor shall provide the Contract Administrator with a copy of the Material Safety Data Sheets (MSDS's) for all products to used in the performance of the Work at least two (2) Business Days prior to bringing such materials to Site.

- E11.3.2 Contractor shall maintain a binder of all MSDS used in this project. The binder shall be kept at the Work Site, and shall be accessible and available at all times.
- E11.4 Contractor shall be responsible for taking steps to protect building staff and the public from any hazards related to the Work.
- E11.5 Contractor shall be responsible for ensuring that no unauthorized persons enter the Work Area.
- E11.5.1 Ensure gates, fences and doors are locked. Erect barriers or screens and post signs to warn, limit or direct pedestrian and vehicle traffic away or around work area as required.
- E11.6 Restrict equipment, Work, workers and storage of construction materials, tools, equipment, etc. to designated areas and established routes to and from Work areas. Confirm designated areas and routes with Contract Administrator.
- E11.6.1 Any deliveries or movements that occur through the main parking area shall be scheduled and arranged with the Contract Administrator prior to commencement of such delivery or activity, and the Contractor shall submit a Safety Access Plan.
- E11.7 Keep all fire lanes, egress, and access routes clear at all times. Contractor shall maintain traffic flow around the building. Contractor's operations shall in no way interfere with the safe movement of vehicle and pedestrian traffic.
- E11.8 Storage of construction materials, tools, equipment, etc. is at the Golf Course's discretion, as space and activities permit.

E12. HOUSEKEEPING

- E12.1 All interior areas, sidewalks, streets, approaches, driveways and properties near the Work Site shall be kept clean of debris and materials related to the Work at all times by the Contractor.
- E12.2 Contractor shall take care to ensure that surrounding surfaces in the Work area are not damaged by tools or materials. Contractor shall be responsible to replace and/or make repairs to the Contract Administrator's satisfaction any surface and/or equipment damaged during the Work.
- E12.3 Contractor shall take particular care to ensure that no paint, dirt, debris or other materials falls into the pool tank or the water.
- E12.4 Contractor shall maintain the Work area in a tidy condition, and free from the accumulation of waste products and debris.
- E12.5 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all plant and surplus products, tools, construction materials and equipment. The Contractor shall also have removed waste products and debris.

CLOSEOUT SUBMITTALS

E13. OPERATING AND MAINTENANCE MANUALS

- E13.1 Prepare instruction and data by personnel experienced in maintenance and operation of described products.
- E13.2 Submit two (2) final hard copies in 3-ring binders and one digital copy on USB flash drive of Operating and Maintenance manuals to the Contract Administrator two weeks prior to Substantial Performance of the Work.
 - E13.2.1 Copy will be returned after Substantial Performance review, with Contract Administrator's comments.
 - E13.2.2 Revise content of documents as required prior to final submittal. Final O&M manuals are required to achieve Total Performance.

- E13.3 **FORMAT:** O&M hard copies shall be submitted in 3-ring “D” binders, with Table of Contents, and tabbed sections.
- E13.4 **EQUIPMENT AND SYSTEM INFORMATION:**
- (a) For each item of equipment and each system, include description of unit or system and component parts. Give function, normal operation characteristics, and limited conditions. Include performance curves with engineering data and tests, complete manufacturer’s information.
 - (b) **Operating Procedures:** include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down and emergency instructions, Include summer, winter, and any special operating instructions.
 - (c) **Maintenance Requirements:** include routine procedures and guide for troubleshooting; disassembly, repair and reassembly instructions; alignment, adjusting, balancing and checking instructions.
 - (d) Provide servicing and lubrication schedule, and list of lubricants required.
 - (e) Include manufacturer’s printed operating and maintenance instructions.
 - (f) Include sequence of operation and control drawings by controls manufacturer.
 - (g) Provide original manufacturer’s parts list, illustrations, assembly drawings, and diagrams required for maintenance.
 - (h) Provide spreadsheet of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
 - (i) Provide list of original manufacturer’s spare parts, part numbers, and current prices.
 - (j) Include test and balancing reports.
- E13.5 **MATERIALS AND FINISHES**
- E13.6 Building products, applied materials, finishes: include product data with catalogue number, size, composition, and colour and texture designations. Provide information for re-ordering products.
- E13.7 **CLEANING:** provide instructions for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

MATERIALS

E14. CARPENTRY AND PLASTIC LAMINATE

- E14.1 All framing members shall be in accordance with most current edition of the NBC.
- (a) Board sizes to be “Standard” or better grade.
 - (i) Hardwood plywood to be G1S where not exposed or where one side is exposed to view. G2S where both sides are exposed to view.
 - (b) Dimensional sizes to be “Standard” light framing or better grade.
- E14.2 **PLASTIC LAMINATE:**
- (a) Commercial grade, 0.75m thickness for vertical surfaces.
 - (b) Adhesive: water base contact type
 - (c) Edge banding: 0.5mm PVC in standard stock colour range
 - (d) Apply in full, uninterrupted sheets consistent with manufactured sizes. Make corners and joints hairline. Apply laminate backing sheet to reverse side of plastic laminate finished surfaces.

E15. SOLID SURFACE COUNTERTOP

- E15.1 Solid polymer: cast, nonporous, filled polymer, not coated, laminated or of composite construction, with through body colours.
- (a) Provide product in the largest pieces available. Countertop shall be joint-free if possible. Contractor's shop drawings shall clearly indicate whether or joints are present.
 - (b) Thickness: 1-1/4"
 - (c) Edge profile: Bevel
- E15.2 Superficial damage to a depth of 0.010" (0.25mm) shall be repairable by sanding and/or polishing.
- E15.3 Shop Assembly:
- (a) Provide factory cutouts for plumbing fittings indicated on the drawings.
 - (b) Rout cutouts and contours, smooth edges.
 - (c) If Joints are necessary, use Manufacturer's adhesive kit/system to create inconspicuous, nonporous joints. Reinforce with strip of solid 2" (50mm) wide polymer material.
- E15.4 Installation:
- (a) If Field Joints are necessary, use Manufacturer's adhesive kit/system to create inconspicuous, nonporous joints. Exposed joints/seams shall not be allowed. Reinforce field joints with solid surface strips extending a minimum of 1" (25mm) on either side of the seam, with the strip being the same thickness as the top. Carefully dress joints smooth.
 - (b) Cut and finish component edges with clean, sharp returns.
 - (c) Rout radii and contours to template.
 - (d) Anchor securely to base/supports.
 - (e) Remove surface scratches and clean entire surface.
 - (f) Install countertops with no more than 1/8" (3mm) sag, bow or other variation from a straight line.
- E15.5 Sealants: Manufacturer's standard mildew-resistant, UL-listed silicone sealant, in colours matching components
- E15.6 Provide Manufacturer's standard bowl clips, panel inserts and fasteners for attachment of sinks/lavatories.
- E15.7 Do not permit construction near unprotected surfaces.
- E15.8 WARRANTY – minimum 10 year manufacturer warranty.

E16. JOINT SEALANTS

- E16.1 Polyurethane Sealant: exterior grade, single component, high performance, non-sagging. To be used on all exterior joints.
- E16.2 Silicone Sealant: single component, fungus resistant, non-sagging, non-staining, non-bleeding, moisture curing. To be used at all joints between vanities, countertops and adjacent wall materials.
- E16.3 Ensure joint surfaces are dry and frost free.
- E16.4 Prepare surfaces, apply product and cure sealants in accordance with manufacturer's directions.
- E16.5 Where necessary to prevent staining, mask adjacent surfaces prior to priming and caulking.

E16.6 Apply sealant in continuous beads, use sufficient pressure to fill voids and joints solid. Tool exposed surfaces before skinning beings to give slightly concave shape. Form surface of sealant with full bead, smooth and free from ridges, wrinkles, sages, air pockets and embedded impurities.

E17. STEEL DOOR AND FRAME

E17.1 Minimum 16 gauge 3'-0" x 7'-0" slab steel door with welded construction and welded frame. Assembly to have openings for one (1) door latchset.

E17.2 Fire rated: 90 minutes. Ensure ULC labels are attached to door and frame.

E17.3 Install door to have ½" clearance to finished floor/threshold.

E17.4 Hardware to be ANSI Grade 1.

- (a) Lever lockset to have a Schlage core
- (b) 3" butt hinges

E18. ACOUSTICAL PANEL CEILING

E18.1 CEILING PANELS: 24" x 24" x ¾" class A panels, white with square edge,

- (a) Sound absorption: NRC minimum 0.70
- (b) Sound attenuation: CAC minimum 35
- (c) Panels to have low VOC emissions, and minimum 70% recycled content

E18.2 SUSPENSION GRID: 15/16" exposed tee system, flat white

E18.3 Coordinate and cut ceiling units to accommodate components such as light fixtures, diffusers, speakers, sprinkler heads, and all other items that penetrate through.

E18.4 WARRANTY - Minimum manufacturer warranties:

- (a) Panel & Suspension System: 30 years
- (b) Panels: 30 years – no visible sag, mould/mildew protection
- (c) Suspension System: 30 years – free from the occurrence of 50% red rust

E19. RESILIENT FLOORING

E19.1 Resilient sheet flooring, homogeneous vinyl, 2.0mm thick.

- (a) Heat weld sides and seams
- (b) As installation progresses, and after installation, roll flooring with a 45 kg roller to ensure full adhesion
- (c) Seal with silicone sealer around perimeter at wall-floor joint before installing resilient base, and at door frame-floor junction
- (d) Flooring to have 4" coved base. Install cove filler strip and provide 4" high self-base with cap, mitre inside corners and fill outside corners
- (e) Install metal edge transition strips at unprotected or exposed edges where flooring terminates. Transition strips shall bridge any gaps to adjacent floor covering.
- (f) Protect finished work:
 - (i) Prohibit traffic on finished floor for 48 hours after installation
 - (ii) Protect new floors with polyethylene cover until just before final cleaning or finish

E19.2 WARRANTY - Minimum 10 year manufacturer warranty.

E20. PORCELAIN TILE

E20.1 Porcelain tiles, 12" x 24", suitable for wall or floor installation.

E20.2 Corner and Edging Trim: Schluter Jolly, satin nickel

E20.3 SURFACE PREPARATION:

(a) New Drywall:

(i) Seal walls with a skim coat of mud. Sand to create a uniform surface. Remove all dust.

(b) Existing Drywall:

(i) Scrape wall to remove any texture or glue and create a flat surface. Patch any holes or cracks with spackling compound. Remove dust. Clean with TSP or ammonia-based cleaner.

E20.4 INSTALLATION:

(a) Installation as per Manufacturer's instructions.

(b) Adhesive: Use a polymer modified thinset, with anti-sag properties and rated for large format tile. Standard of Acceptance: Laticrete 4-XLT.

(c) Grout: Unsanded, Maipei Ultracolor Plus #27 Silver

(d) Installation pattern: Stacked

E21. PAINTING

E21.1 Materials (primers, paints, coatings, fillers, thinners, solvents, etc.) shall be in accordance with MPI Painting Specification Manual "Approved Product" listing, and shall be from a single manufacturer for each system used.

E21.2 Paints, coatings, adhesives, solvents, cleaners, lubricants and other fluids shall be water-based unless otherwise specified.

E21.3 EXTRA MATERIALS – Submit one (1) 4-litre can of each type and colour of finish coating. Identify colour and paint location. Deliver to Site and store where directed by the City.

E21.4 Store materials and equipment in a well ventilated area with temperature range 7C to 30C.

E21.5 Fire Safety Requirements

(a) Provide one (1) 9 KG Type ABC fire extinguisher adjacent to storage area.

(b) Store oily rags, waste products, empty containers and materials subject to spontaneous combustion in ULC approved, sealed containers. Remove from Site on a daily basis.

(c) Handle, store, use and dispose of flammable and combustible materials in accordance with the national Fire Code of Canada.

E21.6 Materials which cannot be reused must be treated as hazardous waste and disposed of in an appropriate manner.

E21.7 Adequately protect other surfaces from paint and damages. Make good any damage as a result of inadequate or unsuitable protection.

E21.8 On-site tinting of paint materials is not permitted.

E21.9 PAINTING SYSTEM – all surfaces

(a) 1 coat latex sealer/primer. Sealer/primer to be of best commercial quality, appropriate for the surface.

(b) 2 finish coats of acrylic latex

E21.9.2 Sand and dust between coats as required to provide adequate adhesion for next coat, and to remove defects.

E22. WASHROOM ACCESSORIES

E22.1 Grab Bars: 1-1/4" outside diameter, Handrail and brackets to be brushed stainless steel.

E22.2 Coat Hook: Stainless steel, collapsible

E22.3 Baby Change Table:

- (a) Contractor to revise framing to suit proper installation. Baby Change Tables shall be fastened into studs.

E22.4 Electric Hand Dryer: High Efficiency, brushed stainless steel, complete with noise reduction nozzle

E22.5 Toilet Partitions: powder coated metal with anti-graffiti coating

- (a) Full corner weld
- (b) Doors, panels and pilasters to be structurally reinforced with 1" cell honeycomb core, bonded from top to bottom and side to side.
- (c) Ceiling hung installation
- (d) Supply and install 2 additional door handles from the Manufacturer, to be installed in the Accessible Stalls.

E22.5.1 Contractor to provide the following Anti-Graffiti colour samples for Contract Administrator selection and approval:

- (a) #826 Kilim Beige
- (b) #828 Dovetail

E23. ELECTRICAL FIXTURES AND PANELBOARDS

E23.1 All existing light fixtures to be returned to the City.

E23.2 Contractor to provide updated type written panelboard directory for any panel where:

- (a) new equipment is connected
- (b) circuits are added or changed