



**SUBMISSION DEADLINE: 4:00 P.M. WINNIPEG TIME, DECEMBER 22, 2003**

If your company name and address are not correctly shown below, please enter or correct it before submitting your Bid.

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

BUYER: Coleen Groening/sm  
TELEPHONE NO. (204) 986-2491

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**RENOVATIONS TO WINNIPEG POLICE SERVICES REPAIR GARAGE AT 55 PRINCESS ST.**

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Please quote lump sum price: \$ \_\_\_\_\_ (GST extra)

Site Meeting: See Clause 4.3 of the Specifications.

- This Request for Quotation includes drawings:
- A-1 Demolition Plan
  - A-2 New Floor Plan & Elevations
  - A-3 Details & Reflected Ceiling Plan
  - S-1 Hollow Core Slab Plan & New Rough Opening Plan Elevation
  - S-2 Structural Details
  - E-1 Partial Main Floor Plan - Electrical Demolition & New Electrical Renovation
  - E-2 Elevations – Electrical Demolition & Electrical Renovation
  - E-3 Enlarged Partial Main Floor Plan
  - E-4 Electrical Specifications

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**THE BID SUBMISSION MUST INCLUDE THIS PAGE (COMPLETED AND SIGNED)**

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**TERMS AND CONDITIONS ATTACHED APPLY EXCEPT AS SUPERSEDED ABOVE OR BY SPECIFICATIONS (IF ANY) ATTACHED.**

Early payment discount: \_\_\_\_\_ % \_\_\_\_\_ days  
(See 1.5 of the Terms and Conditions attached.)

RETURN TO:

**THE CITY OF WINNIPEG 617-2003  
CORPORATE FINANCE DEPARTMENT  
MATERIALS MANAGEMENT DIVISION  
185 KING ST MAIN FLOOR  
WINNIPEG MB R3B 1J1**

Contact Person: (print) \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

The Bidder hereby offers to perform the Work in accordance with the Contract for the price(s), in Canadian funds, set out in this Bid.

The Bidder agrees that the Request for Quotation in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Bid.

The Bidder certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract.

No. 1  No. 2  No. 3  No. 4

This offer shall be open for acceptance, binding and irrevocable for a period of thirty (30) days following the Submission Deadline.

Signature: \_\_\_\_\_

## TERMS AND CONDITIONS – CONSTRUCTION

### 1. BIDDING PROCEDURES

- 1.1 The Bid must be submitted on the forms provided, with all required entries made clearly in ink.
- 1.2 If the Bidder finds discrepancies or omissions in the Request for Quotation or any part thereof, or is unsure of the meaning or intent thereof, he shall notify the Buyer. The Buyer will, if he deems it necessary, issue addenda to all Bidders. The Bidder is advised to direct all enquiries or comments to the Buyer at least five (5) business days prior to the Submission Deadline to allow time for the preparation and distribution of necessary addenda.
- 1.3 The Bidder is responsible for investigating the site, the nature of the Work to be done and all local conditions that might affect his Bid or his performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such investigation.
- 1.4 The Contract is based on the design, methods and materials specified and any proposed substitutes must be clearly identified in the Bid. Where the phrases "or equal" or "or alternative" occur in the Request for Quotation, the Bidder is advised to submit descriptive matter in sufficient detail to permit a judgment as to the merits of any "equal" or "alternative" offered.
- 1.5 The Bidder may, but is not required to, offer a prompt payment discount. If prompt payment discounts are offered, they will be considered in determining the lowest evaluated responsive Bid.
- 1.6 The Bid must be submitted enclosed and sealed in an envelope clearly marked with the RFQ Number and the Bidder's name and address. Each envelope must contain only the Bid for one Request for Quotation.
- 1.7 The Bid must be submitted to the Materials Management Division at the address specified no later than the Submission Deadline specified. Bids received after the Submission Deadline will not be considered.
- 1.8 The Bid may be withdrawn without penalty at any time prior to the Submission Deadline.
- 1.9 The Bid shall be open for acceptance, binding and irrevocable for the period of time specified on the cover page. A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the City considers appropriate in the circumstances.
- 1.10 The City 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 City may reject all or any part of any Bid or waive technical requirements if the interests of the City so require. The City may 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. A responsible and qualified Bidder is one that meets the qualifications specified and is not suspended, debarred or in default under any contract with the City.
- 1.11 Where the Contract is proposed in separate sections or with alternatives, the City shall have the right to award any section separately or to choose any alternative which is in its best interests.
- 1.12 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. 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.
- 1.13 The Buyer will give notice of the award of the Contract by issuing a Purchase Order to the successful Bidder, or will give notice that no award will be made.
- 1.14 The Request for Quotation, including but not limited to the specifications, drawings and addenda, and the Contractor's Bid 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.
- 1.15 The name of the successful Bidder and the Contract amount will be made available, upon request, to Bidders only after award of Contract.

### 2. SCOPE OF WORK

- 2.1 The Work to be done under this Contract shall consist of the supply of labour and materials in accordance with applicable specifications, drawings and addenda.
- 2.2 The Contractor shall provide and pay for all labour, materials, equipment, tools, temporary works, utilities, licenses and fees necessary to complete the Work. Any work not explicit in the specifications, drawings and addenda, which is reasonably implied, necessary and usually included for such work, shall be deemed to be included in the Work.

### 3. MATERIALS & WORKMANSHIP

- 3.1 Materials and workmanship shall be fit for the purpose intended and shall equal or exceed the quality specified.
- 3.2 All materials to be incorporated in the Work shall be new.
- 3.3 The Contractor shall be responsible for the storage, transportation and handling of materials until the Work is accepted by the City.

### 4. ASSIGNMENT

- 4.1 The Contractor shall not assign the Contract or any payment thereunder without the prior written approval of the City.

### 5. SUBCONTRACTING

- 5.1 If the Contractor subcontracts any portion of the Work, he shall:
  - a) employ only Subcontractors who have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, or who are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
  - b) enter into contracts or written agreements with his Subcontractors to require them to perform their work in complete conformance with and subject to the terms and conditions of the Contract; and
  - c) be as fully responsible to the City for acts and omissions of his Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.

### 6. INDEMNITY

- 6.1 The Contractor shall save harmless and indemnify the City against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, his subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
  - a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
  - b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
  - c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
  - d) failure to pay and obtain a discharge of a notice of claim for lien served upon the City in accordance with the requirements of The Builders' Liens Act;
  - e) failure to pay a workers compensation assessment, or federal or provincial taxes;
  - f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
  - g) inaccuracies in any information provided to the City by the Contractor.
- 6.2 The City has the right, acting reasonably and upon notice to the Contractor, to settle any such action, proceeding, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement.
- 6.3 The Contractor shall pay to the City the value of all legal fees and disbursements required to settle any such claim or to defend the City against any such claim, action, proceeding, claim or demand notwithstanding that the settlement or defence of the said action, proceeding, claim or demand was undertaken on behalf of the City by a salaried employee of the City.
- 6.4 If the Contractor fails to make any payment required to be made to the City hereunder, the City shall be entitled to deduct the amount of such payment from any payment required to be made by the City to the Contractor under the Contract or take whatever other remedies against the Contractor that the City may have at law.

### 7. EVENTS OF DEFAULT

- 7.1 An event of default will be deemed to have occurred if the Contractor:
  - a) abandons the Work; or
  - b) is adjudged bankrupt or files for bankruptcy, becomes insolvent, makes a general assignment for the benefit of his creditors, or has a receiver or liquidator appointed in respect of his assets; or
  - c) in the judgment of the City, is not performing or has not been performing the Work, or any part thereof, in a sound and workmanlike manner and in all respects in strict conformity with the Contract; or
  - d) in the judgment of the City, is not progressing continuously with the Work or any part thereof, and in such a manner as to ensure the completion of the Work or any part thereof, in accordance with the work schedule; or
  - e) fails to take down, rebuild, repair, alter or amend any defective or deficient Work, or to remove any defective or deficient material; or
  - f) fails to remedy defects or deficiencies during the warranty period in the manner and within the time periods specified by the City; or
  - g) fails to make prompt payment to his subcontractors, his employees or on account of the purchase or rental of equipment or materials; or
  - h) fails to promptly secure a discharge of a lien or trust claim served upon the City pursuant to The Builders' Liens Act; or
  - i) fails to comply with any laws, by-laws or statutory regulations; or
  - j) fails to provide competent supervision for the Work; or
  - k) fails to submit any schedules, documents or information required by the Contract; or
  - l) refuses or neglects to comply with an order given by the City;
  - m) commits any other breach of the Contract.
- 7.2 Any provision of the Contract may be waived only by express waiver in writing by the City. No express waiver of any provision shall imply the waiver of any other provision.
- 7.3 If an event of default has occurred, the City may do any one or more of the following:
  - a) withhold or retain the whole or part of any payment;
  - b) take the whole of the Work, or any part or parts thereof out of the hands of the Contractor;
  - c) demand payment for any amount owed to the City.
- 7.4 The duties and obligations imposed upon the Contractor by the Contract and the rights and remedies available to the City hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed upon the Contractor or available to the City at law.

### 8. PRICES AND PAYMENT

- 8.1 Prices bid shall be gross prices including all applicable duty, freight, cartage, Provincial and Federal Taxes [except Goods and Services Tax (GST), which shall be extra where applicable] and all charges governmental or otherwise paid, and including profit and all compensation which shall be due to the Contractor.
- 8.2 If the Contractor charges GST, he must show his registration number and the amount of GST separately on the invoice.
- 8.3 Where The Builders' Liens Act is applicable to the Contract, payments will be subject to such holdbacks as are required to be made thereunder. Interest on holdback amounts will be credited, and holdback amounts will be released, in accordance with said Act.
- 8.4 Payment will be in Canadian funds net thirty (30) days from receipt of acceptable goods, or receipt and approval of the Contractor's invoice, whichever is later.

**FORM B: PRICES**  
(See 7)

LUMP SUM PRICE

TOTAL BID PRICE (GST extra) (in figures) \$ \_\_\_\_\_

(in words) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name of Bidder

**FORM H1: PERFORMANCE BOND**

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 dated the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for:

**RFQ NO. 617-2003**

**RENOVATIONS TO WINNIPEG POLICE SERVICES REPAIR GARAGE AT 55 PRINCESS ST.**

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)

) \_\_\_\_\_  
) (Name of Principal)  
)  
)  
) Per: \_\_\_\_\_ (Seal)  
) Per: \_\_\_\_\_  
)  
)  
) \_\_\_\_\_  
) (Name of Surety)  
)  
) By: \_\_\_\_\_ (Seal)  
) (Attorney-in-Fact)

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

\_\_\_\_\_  
(Date)

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

RE: PERFORMANCE SECURITY - **RFQ NO. 617-2003**

**RENOVATIONS TO WINNIPEG POLICE SERVICES REPAIR GARAGE AT 55 PRINCESS ST.**

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)

## SPECIFICATIONS

### 1. GENERAL

1.1 These Specifications shall be applicable to the Work and shall take precedence over the Terms and Conditions.

### 2. DEFINITIONS

2.1 When used in this Request for Quotation:

- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) "**Buyer**" means the person authorized to represent the City in respect of the Request for Quotation;
- (c) "**Calendar Day**" means the period from one midnight to the following midnight;
- (d) "**Contract**" means the combined documents consisting of the Request for Quotation package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (e) "**Contract Administrator**" means the person authorized to represent the City in respect of the Contract and is the Buyer unless otherwise specified hereinafter;
- (f) "**Contractor**" means the person undertaking the performance of the Work under the terms of the Contract;
- (g) "**Site**" means the lands and other places on, under, in or through which the Work is to be performed;
- (h) "**Substantial Performance**" shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (i) "**Total Performance**" means that the entire Work, except those items arising from the provisions of any warranty, have been performed in accordance with the Contract;
- (j) "**Work**" means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all equipment, facilities, material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract;
- (k) "**Working Day**" means any Calendar Day, other than a Saturday, Sunday or a Statutory or Civic Holiday, on which the Contract Administrator determines atmospheric and Site conditions are such that the Contractor is able to work at least seven (7) hours.

2.2 Further to 2.1(e), the Contract Administrator is:

Ruby Li  
Architect/Interior Designer  
Planning, Property and Development Department  
3<sup>rd</sup> Floor – 65 Garry Street  
Phone: 986-3984  
Fax: 947-2284

### 3. WORK

3.1 The Contractor shall complete renovations to the Winnipeg Police Services Repair Garage at 55 Princess Street in accordance with the requirements attached.

### 4. SITE INVESTIGATION

4.1 Further to 1.3 of the Terms and Conditions, this Bidder is responsible for investigating the Site, the nature of the Work to be done and all local conditions that might affect his Bid or his performance of the Work, including:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;

- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the equipment needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect the performance of the Work;

and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such investigation.

4.2 The Bidder shall not rely upon information furnished by the City or any of its servants or agents other than information furnished in writing for or in connection with the Bid or the Contract by the Buyer or the Contract Administrator.

4.3 Further to 1.3 of the Terms and Conditions, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.

## **5. SCHEDULE OF WORK**

5.1 The Contractor shall achieve Total Performance within forty-five (45) Working Days of the award of Contract.

5.2 Work shall be performed between 8:30 a.m. and 4:30 p.m. on Business Days and weekends or evenings as required.

## **6. ADDENDA**

6.1 The Buyer may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Quotation, or clarifying the meaning or intent of any provision therein.

6.2 The Buyer will issue each addendum to all Bidders by:

- (a) publication at the Materials Management Division's Bid Opportunities internet website at <http://www.winnipeg.ca/matmgt/bidopp.asp>.

6.3 The Bidder is responsible for ensuring that he/she has received all addenda and shall acknowledge receipt of each addendum on the Request for Quotation cover page. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

6.3.1 The Bidder is advised to check the Materials Management Division's Bid Opportunities internet website for addenda shortly before submitting his/her Bid.

## **7. BID SUBMISSION**

7.1 The Bid Submission consists of the following components:

- (a) Request for Quotation cover page completed and signed;

7.2 Bids may be submitted by:

- (a) mail, courier or personal delivery to the address shown on the Request for Quotation cover page; or
- (b) facsimile transmission (fax) to (204) 949-1178.

7.2.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

7.2.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

## **8. PRICES**

8.1 The Bidder shall state the lump sum price in Canadian funds for the Work on the RFQ Cover Page.

## **9. INVOICES**

- 9.1 The Contractor shall submit invoices to the location designated on the Purchase Order.
- 9.2 Invoices must clearly indicate, as a minimum:
- (a) the City's Purchase Order (PO) number;
  - (b) date(s) of Work;
  - (c) Site(s) or address(s) of Work;
  - (d) description, quantity and unit price(s) of Work performed;
  - (e) total amount payable with GST and PST, where applicable, shown as separate amounts; and
  - (f) where applicable, the Contractor's GST registration number.
- 9.3 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.

## **10. WARRANTY**

- 10.1 The Contractor warrants that the Work will be free of any and all defects or deficiencies for a period of one (1) year from the date of Total Performance.
- 10.2 Upon notification by the Contract Administrator, the Contractor shall, at his/her sole cost and expense, remedy any defect or deficiency identified by the Contract Administrator during the warranty period and any damage that may arise or result from the defect or deficiency or as a result of the correction of same.
- 10.3 Notwithstanding 10.1 and 10.2 above, if any statute in force in the Province of Manitoba or in the jurisdiction where materials were manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty that is more extensive in its nature, then the provisions of such statute or manufacturer's warranty shall apply.

## **11. INSURANCE**

- 11.1 The Contractor shall provide and maintain commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
- 11.2 Deductibles shall be borne by the Contractor.
- 11.3 The Contractor shall provide the Contract Administrator with a certified true copy or a certificate of insurance of the policy 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.
- 11.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

## **12. WORKERS COMPENSATION**

- 12.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

## **13. PERFORMANCE SECURITY**

- 13.1 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 (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 Manitoba, in the form attached (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.

13.2 The Contractor shall provide the Contract Administrator with the required Performance Security 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.

13.3 The City will not pay any interest on certified cheques furnished as a Performance Security.

#### **14. SECURITY CLEARANCE**

14.1 Each person proposed to perform Work under the Contract within City facilities shall be required to obtain a security clearance by the police service having jurisdiction at his/her place of residence.

14.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement persons are proposed to perform Work, the Contractor shall supply the Contract Administrator with a written security clearance, obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof for each person proposed to perform Work within City facilities.

14.3 No person for whom a security clearance is not provided, or who has any convictions or pending charges related to property offences or crimes against another person, will be permitted to perform any Work within City facilities.

14.4 Any security clearance obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

14.5 Further to 1.1, the City may, at its sole discretion and acting reasonably, conduct a background investigation, including but not limited to, banking and medical information, for any person proposed to perform Work under the Contract.

14.6 In addition, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a records search, and/or perform a background investigation. Any person who fails to obtain a security clearance or background investigation clearance as a result of a repeated records search or a background investigation, shall not be permitted to continue to perform Work under the Contract.

#### **15. EVALUATION CRITERIA**

15.1 Award of this Contract will be based on the following evaluation criteria:

- (a) conformance of the Bid with the requirements of the RFQ pass/fail;
- (b) qualifications of the Bidder pursuant to 1.10 of the Terms and Conditions pass/fail;
- (c) total contract price 100%.

15.2 Further to 15.1(a), the Bidder shall, within two (2) Business Days of a request by the Buyer, provide representative samples of the materials proposed to be used in the Work.

15.3 Further to 15.1(b), the Bidder shall:

- (a) submit, within two (2) Business Days of a request by the Buyer, proof satisfactory to the Buyer of the qualifications of the Bidder and of any proposed subcontractor;
- (b) provide, on the request of the Buyer, full access to any of the Bidder's equipment and facilities to confirm, to the Buyer's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

15.4 Further to 15.1(c), total contract price will be evaluated considering early payment discounts if offered.

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**CONCRETE REINFORCEMENT**

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*Part 1* GENERAL

## 1.1 WORK INCLUDED

- .1 Supply and install all reinforcing steel as shown on the drawings for beams, slabs, structural and on grade, entry platforms and ramps.
- .2 Chairs, hangers, ties, spacers.

## 1.2 REFERENCE STANDARDS

- .1 CSA A23 Standards for concrete and reinforced concrete.
- .2 CSA W186 Welding of Reinforcing.

## 1.3 SHOP DRAWINGS

- .1 Submit shop drawings.

*Part 2* PRODUCTS

## 2.1 MATERIALS

- .1 Reinforcing bars, deformed billet steel intermediate grade to CSA G30.
- .2 Bar supports, spacers, steel adequate for strength and rigidity.
- .3 Reinforcing shall be factory epoxy coated where indicated on the drawings.

*Part 3* EXECUTION

## 3.1 PLACING REINFORCEMENT

- .1 The bars shall be placed in the exact position and with the spacing shown or required and shall be securely fastened in place at intersections to prevent displacement during the placing of concrete. The bars shall be fastened with annealed wire or other approved devices. Bar supports and spaces shall be set at approved intervals in all beams and slabs to keep the reinforcement in the required position.
- .2 All steel reinforcement shall be delivered free from rust other than that which may have accumulated during transit to the Work. Bars having a rust, scale, or other material that may reduce the bond shall be thoroughly cleaned before placing concrete. After delivery at the Work, bars shall be stored on racks and protected from the weather.
- .3 Steel reinforcement bars shall be cut and bent cold in the shop and delivered at the Work Site ready for placing in position.
- .4 Complete detailed placing drawings and schedules shall be submitted by the Contractor to the Contract Administrator for approval. No material shall be ordered until the Contract Administrator has approved said drawings and schedules.

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**CAST-IN-PLACE CONCRETE**

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**Part 1 GENERAL****1.1 WORK INCLUDED**

- .1 Concrete work including, beams, slabs, platform ramps.
- .2 Formwork, void forms.
- .3 Accessories - control joints, inserts.
- .4 Coordinate and cooperate with other trades. Install imbedded items, sleeves, anchors, miscellaneous metal.
- .5 Grouting under base and bearing plates.

**1.2 RELATED WORK (specified elsewhere)**

- .1 Concrete Reinforcement Section 03200

**1.3 REFERENCE STANDARDS**

- .1 CSA A23 Standards for Concrete-Reinforced Concrete.

**1.4 WARRANTY**

- .1 All concrete floors shall be warranted against dusting, disintegration or any other defects coming within the Contractor's control for a period of 12 months after final acceptance.

**Part 2 PRODUCTS****2.1 MATERIALS**

- .1 Cement: to CSA A5 - Use sulphate resistant cement (Type V) in beams below grade.
- .2 Water and aggregates: to CSA A23.

**2.2 CONCRETE MIX**

- .1 Except where drawings show other strengths, concrete mix shall be designed to produce 25MPa compressive strength at 28 days.
- .2 Slump: 100mm for columns, beams, and slabs unless otherwise shown on drawings.
- .3 Admixtures to be approved by Contract Administrator. Use of calcium chloride not permitted.
- .4 Exterior concrete shall have 5 – 7% air content.

**Part 3 EXECUTION****3.1 CONCRETE**

- .1 Contractor shall provide a minimum of 24 hours (Working Day) notice to Contract Administrator prior to any concrete placement to allow for inspection and concrete test arrangements.
- .2 Existing exposed reinforcing shall be sandblasted to a grey metal blast, and coated with one heavy coat of two component epoxy paint such as Dural 304.

**CAST-IN-PLACE CONCRETE**

- .3 Before placing concrete, all equipment for transporting the concrete shall be cleaned of hardened concrete and foreign materials. All debris and ice shall be removed from the places to be occupied by the concrete. All forms shall be soaked with water, except in freezing weather. Chemicals shall not be used to remove ice from the hardened concrete or the forms.
- .4 Concrete shall be handled from the mixer to the place of final deposit as rapidly as practicable, by methods which will prevent the separation or loss of the ingredients. Concrete shall be deposited in the forms, as nearly as practicable, in its final position to avoid rehandling or flowing. Under no circumstances shall concrete that has partially hardened be deposited in the forms.
- .5 When concreting is once started, it shall be carried on as a continuous operation until the placing of the section is completed.
- .6 Concrete shall be thoroughly compacted by puddling with suitable tools, during placing operations. It shall be thoroughly worked around the reinforcement, imbedded fixtures, and into the corners of the forms.
- .7 Concrete in walls and tie beams shall be compacted by internal and external mechanical vibrations. Concrete slabs and beams shall be compacted by internal vibrations. Internal vibrators shall operate at a speed of not less than 5,000 vibrations per minute and shall be applied at the point of deposit and in the area of freshly placed concrete.
- .8 Concrete in columns shall be placed through galvanized iron chutes. Chutes shall be of such length and so placed that the concrete does not have a free fall or more than 1500mm. Concrete shall not be raised at a rate of more than 1000mm per hour.
- .9 Pouring concrete during rain will not be permitted. The concrete surfaces shall be protected from rain until the initial set occurs. No concrete to be placed over frozen ground or fill.
- .10 All exposed concrete surfaces shall be covered and protected for proper concrete curing. Slabs shall be well watered and covered with burlap or polyethylene for a minimum of five (5) days.
- .11 As soon as forms are stripped, all exposed concrete surfaces shall be carefully inspected, mortar projections removed and projecting forming devices removed at least 15mm below surface and patched. Honeycomb areas shall be chipped out to sound concrete, area thoroughly wetted and patched with a mortar. The patch should be kept wet for five (5) days to reduce shrinkage. If honeycombing is excessive, the Contract Administrator may reject the member in question and it shall be replaced by the Contractor.

**3.2 COLD WEATHER PROTECTION**

- .1 The concrete shall reach the forms at a temperature of not less than 20°C and not more than 38°C. Effective means shall be provided for maintaining the temperature of the concrete at all surfaces at not less than 20°C for three (3) days or not less than 10°C for five (5) days after placing.
- .2 Concrete shall be kept above freezing for seven (7) days and shall be kept from alternate freezing and thawing for at least fourteen (14) days after placement.
- .3 At the end of the specified protection period, the temperature of the concrete shall be reduced gradually at a rate not exceeding 10°C per day until the outside air temperature has been reached.
- .4 The Contractor must keep a record of the temperatures inside the enclosure and the outside air temperature. The record shall include the temperatures at several critical points in the enclosure.
- .5 CSA combustion type heaters may be used but shall be so constructed and so placed that their combustion gases will not come in contact with surfaces of the concrete. Adequate fire extinguisher and constant attendance shall be maintained to ensure a safe and continuous heating operation. Heaters

**CAST-IN-PLACE CONCRETE**

must be so placed as to prevent local overheating. No direct fired heating units will be accepted. Before any concrete is placed, the enclosure shall be heated for at least twenty four (24) hours and all surfaces coming in contact with the concrete must be at least 5°C.

**3.3 CONCRETE FINISHING**

- .1 Unless otherwise shown, all concrete surfaces shall receive an ordinary finish. Normally, after forms are removed, concrete fins and projections are to be removed, all form ties filled and all defects repaired.

**3.3 CONTROL JOINTS**

- .1 Provide full depth by 13mm wide impregnated fiberboard control joint in floor slabs where indicated on drawings. The material to be kept 13mm below finish floor. Seal top of control joint with Seal-Z caulking or approved equal.
- .2 Provide sawcuts twenty percent (20%) of floor slab thickness where shown on drawings.

**3.4 FIELD QUALITY CONTROL**

- .1 A set of field specimens shall be prepared for approximately each day's run of concrete, or more often if required by the Contract Administrator. Generally the number of sets or cylinders required shall be as follows:

<u>Size of Pour</u>	<u>Minimum of Tests</u>
76m <sup>3</sup> or less	1 set per 38m <sup>3</sup>
76 to 760m <sup>3</sup>	1 set per 153m <sup>3</sup>

A set shall consist of four specimens from the same batch of concrete as it goes into the Work. Two of the specimens shall be tested at seven (7) days and the remaining two at twenty eight (28) days. The specimens shall be cylinders 150mm in diameter and 300mm in length.

The concrete test specimens shall be transported by the General Contractor, at his own expense, not earlier than twenty four (24) hours or later than four (4) days after they are made to the National Testing Laboratories, Winnipeg. The cost of laboratory tests shall be paid by the City.

- .2 The following strengths shall be met:
- .1 The average of all tests representing each class of concrete shall exceed the specified strength.
- .2 No three consecutive tests shall fall below the specified strength.
- .3 No strength test shall fall below eighty percent (80%) of the specified strength.
- .3 If the concrete tests fail to meet the strength requirements, the Contract Administrator may:
- .1 Change the basic concrete mix for the remainder of the Work.
- .2 Require additional curing for the portions under strength.
- .3 Have cores drilled and test the cores.
- .4 Have the concrete under strength removed.

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**MISCELLANEOUS METAL**

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**Part 1 GENERAL****1.1 WORK INCLUDED**

- .1 Manufacture and deliver to the Site for installation by others the following: steel angle iron, channels, beams and plates, anchors and anchor bolts embedded in concrete and masonry
- .2 Field weld where necessary for erection only.
- .3 Shop paint all steel not embedded in concrete or masonry.

**1.2 REFERENCE STANDARDS**

- .1 All material shall comply with C.S.A. G40, latest edition.
- .2 Standard bolts and anchor bolts shall comply with ASTM Specification A307 and material comply with C.S.A. G40.4.
- .3 Shop paint shall conform to Canadian Government Specification Board 1GP-40C.

**1.3 SHOP DRAWINGS**

- .1 Submit four (4) sets of shop drawings for Contract Administrator's approval before fabrication. Drawings must clearly show size of members, size of welds, erection details, location of joint and other related information.

**Part 2 PRODUCTS****2.1 MATERIALS**

- .1 All material shall be new material, free from defects, clean straight, sharp, profiles curved to true radii and smooth surface.
- .2 All structural steel shall be grade 350W.
- .3 Galvanizing shall comply with ASTM A-123 (700 g/square metre).
- .4 Shop paint shall be lead or zinc chromate primer.
- .5 Where sizes shown are not available, material of heavier gauge or strength shall be substituted.
- .6 Anchor bolts not otherwise shown shall be 9mm in diameter, embedded at least 200mm and spaced no farther than 0.6m on centres.
- .7 All welding shall be done by CWB certified welders.

**Part 3 EXECUTION****3.1 FABRICATION**

- .1 Field fabrication shall not be permitted unless written permission is received from the Contract Administrator. All fabrication shall be constructed from approved shop drawings.
- .2 Work shall be shape and size, straight to line and true to curve. Exposed welds and exposed metal edges shall be ground smooth.
- .3 Steel surfaces shall be wire brushed, scraped or otherwise prepared to remove all loose mill scale, rust, oil, dirt, etc. before priming. All exposed iron work except galvanized surfaces shall be primed and painted with two coats.

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**MISCELLANEOUS METAL**

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- .4 Field touch up all paint damage during delivery or erection.
- .5 Handle and store fabricated materials under cover to protect from damage and deliver to the Site when directed by the Contractor.
- .6 Cooperate with other trades during erection of steel as some items require embedment.

**INSULATED SECTIONAL METAL OVERHEAD DOORS AND ELECTRICAL OPERATORS**

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**Part 1 GENERAL****1.1 WORK INCLUDED**

- .1 Insulated sectional metal thermocore overhead doors.

**1.2 SHOP DRAWINGS**

- .1 Submit shop drawings
- .2 Clearly indicate materials, operating mechanisms, required clearances.

**1.3 WARRANTY**

- .1 Provide a written warranty stating that items specified under this Section are warranted against defects in materials, workmanship and operation for one (1) year from date of Certificate of Total Performance.

**1.4 DESIGN REQUIREMENTS**

- .1 Design door panels to withstand wind load of 96kg/m<sup>2</sup> with a maximum horizontal deflection of 1/240 of opening width.

**Part 2 PRODUCTS****2.1 DOORS**

- .1 **Steel Sections:** Door sections shall be constructed from galvanized sheet steel, a corrosion-resistant embossed steel no less than 0.4mm thick, coated with approximately 55% aluminium, 1.6% silicon, with the balance being zinc.

Door sections shall be manufactured by a continuous foamed-in-place polyurethane lamination process resulting in a homogeneous sandwich of even-textured polyurethane insulation of metal/foam/metal construction to form a section 41mm thick. Sections shall be roll-formed to produce a thermal break preventing heat or cold conductivity. Sections shall have a RSI 2.32.

Joints between sections shall be designed with pivotable round horizontal links to eliminate accumulated water from flowing down the inside of the door when opened.

Sections shall be equipped with 1.6mm steel end caps for bracket and end hinge attachment.

- .2 **Exterior Finish:** Embossed steel sections shall be factory finished.

**2.2 HARDWARE**

- .1 **Weather Seals:** Thermal plastic rubber tube seal shall be fitted inside every joint between the sections to prevent air infiltration.

Top section of the door shall be EPDM rubber sealing strip to provide firm seal against the header when the door is in the closed position.

Door with an opening width wider than 6m shall be provided with an EPDM rubber head flexible seal fitted to an aluminum extruded strip. This flexible seal shall provide proper seal against header door frame regardless of outside/inside temperature variances.

- .2 **EPDM Rubber Severe Weather Blade-Type Jamb Seal:** This seal shall attach to the nylon jamb seal retainer to form a weather-tight seal against the outside skin of the door.
- .3 **EPDM Double-Bottom Sealing Weatherstrip:** This combination double-flanged/"o" type bottom

**INSULATED SECTIONAL METAL OVERHEAD DOORS AND ELECTRICAL OPERATORS**

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weatherstrip shall conform to minor irregularities in the floor.

- .4 Track: Track shall be 76mm heavy gauge galvanized steel designed for clearances shown. Provide complete track assembly including brackets, bracing and reinforcing for rigid support of the track for the required door type and size. Slope tracks at proper angle from vertical to ensure tight closure at jambs when the door is closed. Weld or bolt to track supports. Vertical tracks shall be 2.2mm thick, horizontal tracks shall be 2.2mm thick and additionally reinforced.

- .5 Reinforcements and Supports: Provide galvanized steel track reinforcement and support members. Secure, reinforce, and support tracks as required for size and weight of door to provide strength and rigidity, and to ensure against sag, sway, and detrimental vibration during opening and closing of doors.

Support and attach tracks at opening jambs with continuous angle welded to tracks and attached to wall. Support horizontal (ceiling tracks) with continuous angle in accordance with manufacturer's specification for size and weight of door.

- .6 Glazing: Standard size glazing with square or round corners. Glazing material shall be glass dual pane. Number of panes, glazing sizes and location as indicated on drawings. Panes shall be sealed to door section by an EPDM rubber gasket attached with hot glue, to provide weather-tight sealing.

- .7 Counterbalancing System: All doors shall be equipped with helical wound torsion springs having a minimum spring life of 25,000 cycles. Spring material shall be made of high tensile music wire.

- .8 Trussing: Doors shall be Contract Administrator to withstand 96kg/m<sup>2</sup> wind load. Trussing for win reinforcement is standard on doors wider than 6m. Doors over 760mm height utilize a reinforced truss.

- .9 Torsion Shaft: All doors shall be supplied with 34mm solid steel shaft keyed the entire shaft length, in accordance with manufacturer's specifications.

- .10 Roller Brackets: Provide heavy-duty fully adjustable roller brackets to each end reinforcement place per manufacturer's recommendations. The adjustable roller, brackets are to provide an easy adjustment of the door to the jamb to achieve the proper seal. Use self-tapping fasteners to secure brackets to the door sections.

Provide heavy-duty, rust-resistant hardware, with galvanized fasteners, to suit type of door.

- .11 Bottom Corner Brackets: All bottom corner brackets shall be equipped with adjustable roller brackets (except reinforced heavy duty bottom corner bracket). All brackets shall feature the locking wedge on the cable fastener for complete adjustments (except reinforced heavy duty bottom corner bracket which shall use a clamp).

- .12 Rollers: Provide heavy-duty rollers, with 10 steel ball bearings in case-hardened steel races. Extend roller shaft through both brackets where double brackets are required. Provide roller tires to suit size of track.

- .13 Step Handles: Provide aluminium cast recessed step plate on outside door with attaching lift handle for inside of door.

- .14 Locks: Provide an interior slide bolt or an exterior cylinder lock.

- .15 Cable Drums: Provide cast aluminium cable drums grooved to receive the proper diameter cable for the weight of the door with two extra safety wraps and dual locking screws.

- .16 Cables Drums: Galvanized aircraft type rated at 50,000 cycles or better.

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**INSULATED SECTIONAL METAL OVERHEAD DOORS AND ELECTRICAL OPERATORS**

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- .17 Provide additional support mounting brackets to top door section to accept overhead door operator, galvanized steel, size and gauge to suit, to prevent door deflection.

## 2.3 OPERATION

- .1 Equip doors for operation by:
  - a) Hand, install two handles on inside face of door.
  - b) Chain hoist with nylon rope.
  - c) Electrical push-pull type operator.

## 2.4 ELECTRICAL OPERATOR (Trolley type for standard lift)

- .1 Commercial type, industrial grade electrical motors, controller units, remote push button stations, relays, and other electrical components: to CSA and ULC approval.
- .2 Power Supply: 240 V, single phase, 60 Hz.
- .3 Controller units with integral motor reversing starter, two heater elements for overload protection, pilot light, including three push buttons with open-stop-close designations in English and control relays as applicable.
- .4 Digital Keypad Entry Switch: as indicated on plan, flush mounted jamb, located 1370 mm above floor level.
- .5 Provide combination roll rubber safety switch with limit switches for full length of bottom rail of bottom section of door, enabling door to reverse to open position when coming in contact with object on closing cycle.
- .6 Manual safety release: wire cable leading from door panel to drive yoke, when pulled during power failure, to free door for manual operation.

## 2.5 SAFETY CONTROLS

- .1 Provide controls that reverse door closure when downward motion is physically impeded.
- .2 Provide electronic/infrared sensors, set at manufacturers' suggested height to reverse downward motion of door when the sensors detect an object in the path of the door.

## Part 3 EXECUTION

### 3.1 INSTALLATION

- .1 Install door, track and operating equipment complete with necessary hardware, jamb and head mold stops, anchors, etc.  
Mount counterbalance mechanism with manufacturer's fully adjustable ball bearing brackets at each end of the shaft. Furnish torsion shaft centre support bearings as required for size and weight of doors. Unsupported span not to exceed 2.4m.  
  
Fasten vertical track assembly to framing at not less than 600mm o.c. Hang horizontal track from structural overhead framing with angle or channel hangers, welded and bolt-fastened in place. Provide sway bracing, diagonal bracing, and reinforcing as required for rigid installation of track and door operating equipment.

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**INSULATED SECTIONAL METAL OVERHEAD DOORS AND ELECTRICAL OPERATORS**

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Upon completion of installation, including Work by other trades, lubricate, test and adjust doors to operate easily, free from warp, twist, or distortion and fitting weathertight for entire perimeter.

- .2 Install electrical motor controller units, push button stations, relays and other electrical equipment required for door operation.