



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 397-2006

**LIMESTONE STABILIZATION – PUBLIC SAFETY BUILDING
151 PRINCESS STREET**

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PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

- B1.1 LIMESTONE STABILIZATION – PUBLIC SAFETY BUILDING
151 PRINCESS STREET

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, August 9, 2006.
- B2.2 Bid Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

- B3.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. ADDENDA

- B4.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B4.2 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.
- B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda shortly before submitting his Bid.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B5. SUBSTITUTES

B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B5.3 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.

B5.4 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.

B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.

B5.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.

B5.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative shall base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B13.

B5.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B6. BID SUBMISSION

B6.1 The Bid Submission consists of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices.

B6.2 The Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.

B6.2.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B6.3 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.4 Bid Submissions shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B7. BID

B7.1 The Bidder shall complete Form A: Bid, making all required entries.

B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

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

B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 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.

B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

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

B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B7.4.2 All signatures shall be original.

B7.5 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 Submission and the Contract, when awarded, shall be both joint and several.

B8. PRICES

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B8.2 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.

B8.3 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.

B9. QUALIFICATION

B9.1 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;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out Work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation 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 Branch internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out Work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written Workplace Safety and Health program in accordance with The Workplace Safety and Health Act (Manitoba);

B9.2 The Bidder shall be prepared to 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.

B9.3 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.

B10. OPENING OF BIDS AND RELEASE OF INFORMATION

B10.1 Bid Submissions will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Branch, or in such other office as may be designated by the Manager of Materials.

B10.1.1 Bidders or their representatives may attend.

B10.2 After the public opening, the names of the Bidders and their Total Bid Prices as read out (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B11. IRREVOCABLE BID

B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B11.2 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.

B12. WITHDRAWAL OF BIDS

B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B12.1.1 Notwithstanding GC:23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:

- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
- (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.

B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative

Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B13. EVALUATION OF BIDS

B13.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B5.

B13.2 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission 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 if the interests of the City so require.

B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.

B13.4 Further to B13.1(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.

B13.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B14. AWARD OF CONTRACT

B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B14.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B14.2.1 Without limiting the generality of B14.2, 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.

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

B14.4 Notwithstanding GC:4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B14.5 The Contract, as defined in GC:1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for Construction Contracts* (Revision 2000 11 09) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Construction Contracts* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Construction Contracts*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out “The City of Winnipeg Act” wherever it appears in the General Conditions and substituting “The City of Winnipeg Charter”.
- D1.3 The General Conditions are amended by striking out “Tender Package” wherever it appears in the General Conditions and substituting “Bid Opportunity”.
- D1.4 The General Conditions are amended by striking out “Tender Submission” wherever it appears in the General Conditions and substituting “Bid Submission”.
- D1.5 The General Conditions are amended by deleting GC:6.16 and GC:6.17. The City of Winnipeg is now within the jurisdiction of the Manitoba Ombudsman pursuant to The Ombudsman Act.

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of Stabilization of Limestone Cladding/Repair.
- D2.2 The major components of the Work are as follows:

The Work shall include all material, labour, equipment, testing, access, and incidentals. The additional time required to complete the inspection passes with the Contract Administrator and the loose fracture removal shall be included in the fixed price for General Requirements.

- A. Installing through-stone Helifix anchors to reinforce existing anchorage and weather seal the void created by the anchor with Dow 790 sealant as per manufacturer’s specifications.
- B. Anchoring steel panels over stone, secured into the concrete precast backup.
- C. Removal of entire stone panel. Measured on a 1 square foot basis. Weather seal entire perimeter of removal area with Dow Corning 790 Sealant. Cut any remaining anchors flush with the exterior surface of the precast concrete substrate. Reinforce perimeter of removal area with 8 Helifix anchors.
- D. Removal of loose fractured segments of stone panels on a 0.5 square foot basis, anchoring the perimeter and weather sealing the stone/concrete interface with Dow Corning 790 Sealant. Reinforce perimeter of removal area with 2 Helifix anchors.

D3. CONTRACT ADMINISTRATOR

- D3.1 The Contract Administrator is:
Bonnie Konzelman, P. Eng.
Civil/Structural Engineer
Planning, Property & Development Department
3rd Floor – 65 Garry Street, Winnipeg, Manitoba., R3C 4K4

Telephone No. (204) 986-2273
Facsimile No. (204) 947-2284

D4. NOTICES

- D4.1 Except as provided for in GC:23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- D4.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D4.3, D4.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in **Error! Reference source not found..1**.
- D4.3 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:
The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174
- D4.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:
The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

SUBMISSIONS

D5. INSURANCE

- D5.1 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) 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;
 - (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
- D5.2 Deductibles shall be borne by the Contractor.
- D5.3 The Contractor shall provide the City Solicitor with a certificate of insurance of each policy, in a form satisfactory to the City Solicitor, 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.

D5.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D6. PERFORMANCE SECURITY

D6.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

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

D6.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D6.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D7. SUBCONTRACTOR LIST

D7.1 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.

D8. SECURITY CLEARANCE

D8.1 The City will conduct a Security Clearance Check, including but not limited to, banking and medical information, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities.

D8.2 The Contractor shall provide the Contract Administrator with a list of individuals proposed to perform Work under the Contract at Winnipeg Police Service facilities:

- (a) within five (5) Business Days of the Award of Contract; or
- (b) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before each individual is proposed to commence Work at Winnipeg Police Service facilities.

D8.3 Each individual proposed to perform Work under the Contract at Winnipeg Police Service facilities shall provide:

- (a) A list of names (including maiden names), addresses, dates of birth, telephone numbers and occupations of all immediate family members including stepbrothers, stepsisters, half-

- (v) the Subcontractor list specified in D7; and
- (vi) the security clearances specified in D8.

D9.3 The Contractor shall commence the Work on the Site within fourteen (14) Working Days of receipt of the Purchase Order.

D10. SUBSTANTIAL PERFORMANCE

D10.1 The Contractor shall achieve Substantial Performance within thirty (30) consecutive Working Days of the commencement of the Work as specified in D9.

D10.2 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.

D10.3 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.

D11. TOTAL PERFORMANCE

D11.1 The Contractor shall achieve Total Performance within thirty-five (35) consecutive Working Days of the commencement of the Work as specified in D9.

D11.2 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.

D11.3 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.

D12. LIQUIDATED DAMAGES

D12.1 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 two hundred dollars (\$200.00) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.

D12.2 The amount specified for liquidated damages in D12.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.

D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D13. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D13.1 Further to GC:6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

MEASUREMENT AND PAYMENT

D14. PAYMENT SCHEDULE

- D14.1 Further to GC:12, payment shall be in accordance with the following payment schedule:
- (a) Contractor to submit monthly progress billings on the 25th day of each month to the Contract Administrator approval.

WARRANTY

D15. WARRANTY

- D15.1 Notwithstanding GC:13.2, 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 GC:13.2.1 or GC:13.2.2, in which case it shall expire when provided for thereunder.
- D15.1.1 For the purpose of Performance Security, the warranty period shall be one (1) year.
- D15.2 Notwithstanding GC:13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.
- D15.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in GC:13.2 for the warranty period to begin.

FORM H1: PERFORMANCE BOND
(See D6)

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:

BID OPPORTUNITY NO. 397-2006

LIMESTONE STABILIZATION – PUBLIC SAFETY BUILDING
151 PRINCESS 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)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D6)

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 397-2006

LIMESTONE STABILIZATION – PUBLIC SAFETY BUILDING
151 PRINCESS STREET

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

(Name of Contractor)

(Address of Contractor)

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

Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL – SECTION 04407

E1. APPLICABLE SPECIFICATIONS, STANDARD DETAILS AND DRAWINGS

- E1.1 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.1.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- E1.1.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.1.3 Further to GC:2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.2 The following Drawings are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
SK-1	Plan View and Elevations
SK-2	Details and Notes

E2. WORK COVERED IN THIS SECTION

- E2.1 Cracking and debonding in select stone sections has continued, as a result a program of interim stabilization is again required. The identification and stabilization of such areas is required to reduce the possibility of sections of the stone panel falling away from the building. The following section covers all aspects of the repair and/or removal of the Tyndall stone.

E3. DESIGN CONSIDERATIONS

- E3.1 The Tyndall stone cladding has a nominal thickness of 1.5", bonded to a precast concrete panel approximately 3.5" thick. This section therefore includes details of temporarily anchoring of the stone panels to the structural backup in areas required, as determined on-Site by the Contract Administrator.
- E3.2 Small, shallow stone spalls or sections that are fully debonded from the substrate are to be removed by the Contractor. All locations to be identified and measured by the Contract Administrator.
- E3.4 This specification shall be read in conjunction with attached Contract drawings.
- E3.5 All unit quantities to be identified and measured by the Contract Administrator or his representative.
- E3.6 Follow manufacturer's specifications.

E4. DELIVERY, STORAGE AND HANDLING

- E4.1 Keep material dry. Protect from weather, freezing and contamination.
- E4.2 Ensure that manufacturer's labels and seals are intact upon delivery.
- E4.3 Remove rejected or contaminated material from Site.
- E4.3 Following manufacturer's specifications.

E5. STORAGE AND PROTECTION

- E5.1 Protect adjacent finished Work against damage which may be caused by on-going Work.

E6. EXISTING CONDITIONS

- E6.1 Report in writing, to Contract Administrator areas of deteriorated masonry revealed during Work which fall outside of the specified repair scope.

E7. WORK INCLUDED

- E7.1 The Work shall include all material, labour, equipment, testing, access, and incidentals. The additional time required to complete the inspection passes with the Contract Administrator and the loose fracture removal shall be included in the fixed price of the swing-stage supply and installation.

This specification section presents four individual procedures for the masonry stabilization.

Method A: Installing through-stone Helifix anchors to reinforce existing anchorage and weather seal the void created by the anchor with Dow 790 sealant as per manufacturer's specifications.

Method B: Anchoring steel panels over stone, secured into the concrete precast backup.

Method C: Removal of entire stone panel. Measured on a 1 square foot basis. Weather seal entire perimeter of removal area with Dow Corning 790 Sealant. Cut any remaining anchors flush with the exterior surface of the precast concrete substrate. Reinforce perimeter of removal area with 8 Helifix Anchors.

Method D: Removal of loose fractured segments of stone panels on a 0.5 square foot basis, anchoring the perimeter and weather sealing the stone/concrete interface with Dow Corning 790 Sealant. Reinforce perimeter of removal area with 2 Helifix Anders.

E8. PRODUCTS

E8.1 MATERIALS

- E8.1.1 Anchors used to reinforce existing stone cladding panel anchorage to be 10 mm Helifix stainless steel wall ties, manufactured and supplied by Helifix North America Corporation, 110 Maplecrete Road, Concord, ON, Phone: 1-888-992-9989.
- E8.1.2 Anchors to secure steel panels and stone to be Hilti 304 or 316 stainless steel 10 mm Kwik Bolt II's, available from Hilti, 120 Bannister Road, Winnipeg, MB, Phone: 1-800-363-4458.
- E8.1.3 Stainless steel short strapping to be Type 302 stainless or better, with a thickness of not less than 16 gauge.

E9. EXECUTION

- E9.1 REPAIR TYPE A: Anchoring - Reinforcement of existing in-situ panels using Helifix anchors.

E9.1.1 The anchors have been based on a minimum capacity of 250 pounds in both tension and shear. At panels designated for reinforcement, one anchor shall be installed for every 2.5

square feet of stone area, but panels designated for reinforcement measuring 1 square foot or larger shall have a minimum of two (2) anchors installed.

- E9.1.2 Pre-drill a 8 mm entry hole into the Tyndal stone and precast concrete backup to a depth of 3" into the concrete. The hole must be of sufficient depth so that the anchor head will be recessed below the stone surface by 0.25". The hole shall be drilled at 30° above the horizontal. Confirm that drill hole diameter is in accordance with manufacturer's specifications for anchors to be utilized.
 - E9.1.3 Connect insertion tool assembly to a high speed hammer drill to drive Helifix 10 mm anchor through the Tyndal stone into the concrete until the end of the tie is recessed a minimum 1/4" below face of the Tyndal stone.
 - E9.1.4 Patch outer face of stone in accordance with specifications using Dow Corning 790 so that anchor location is concealed. Surface that is to be weather sealed must be free of contaminants.
 - E9.1.5 Work of this section, except as specified otherwise, will be measured by the Contract Administrator. It will be paid for under payment items from which a unit price applies. Anchor installations shall be based on a per anchor (each) basis.
- E9.2 REPAIR TYPE B: Anchoring of stainless steel strapping to secure large areas of stone.
- E9.2.1 At areas designated for 16 gauge Type 302 or better stainless steel strapping, 10 mm stainless steel Hilti Kwik Bolt II anchors, complete with 1" diameter stainless steel washer and Hex nut are to be utilized to secure the metal panel to the concrete precast back up.
 - E9.2.2 Using an electric drill, drill a 12 mm hole through the stone and 2" into the precast concrete structural backup. Use non-hammer setting when drilling through the stone only. Ensure new anchors are a minimum of 4" from existing pins.
 - E9.2.3 Supply and install Hilti 10 mm anchors through stone, and set 2" into concrete backup. Anchors to be 304 or 316 stainless steel complete with stainless steel plate washer and hex nut.
 - E9.2.4 Ensure anchors are torqued to manufacturer's specifications.
 - E9.2.5 Work of this section, except as specified otherwise, will be measured by the Contract Administrator. It will be paid for under payment items from which a unit price applies. Steel strap installations shall be based on a per lineal foot (LF) basis.
- E9.3 REPAIR TYPE C: Removal of entire stone panel.
- E9.3.1 Using a grinder, cut around the perimeter of the unsound panel designated for removal by the Contract Administrator.
 - E9.3.2 Using a cold chisel or electric chipping hammer, remove the Tyndal stone (only) from the unsound area, leaving the underlying concrete unscathed.
 - E9.3.3 Weather seal entire perimeter (stone/concrete interface) with a cant strip of Dow Corning 790 Sealant. Surface that is to be weather sealed must be free of contaminants.
 - E9.3.4 Install 8 Helix anchors around perimeter of removal area.

E9.3.4 Work of this section, except as specified otherwise, will be measured by the Contract Administrator. It will be paid for under payment items from which a unit price applies

E9.4 REPAIR TYPE D: Removal of localized areas of stone exhibiting significant fracturing.

E9.4.1 Using a grinder, cut a fracture plane around the perimeter of the unsound area designated for removal by the Contract Administrator.

E9.4.2 Using a cold chisel or electric chipping hammer, remove the Tyndal stone (only) from the unsound area, leaving the underlying concrete unscathed.

E9.4.3 Install Helifix anchors, one per side per square foot of stone removal. Example, if the stone removal is two foot by two foot, install two Helifix anchors per side of opening.

E9.4.4 Weather seal stone/concrete interface with a cant strip of Dow Corning 790 Sealant. Surface that is to be weather sealed must be free of contaminants.

E9.4.5 Work of this section, except as specified otherwise, will be measured by the Contract Administrator. It will be paid for under payment items from which a unit price applies.

E9.4.6 Some Work may require additional set-up due to noise control considerations for the accommodation of interior operations.

E9.5 Repair types C and D may require the relocation and or remobilization of the swing-stage and equipment. The Contractor shall therefore provide a separate price to re-mobilize the necessary material, labour, and equipment to remove stone panels at locations designated by the Contract Administrator after the pass in questions has been completed. Stone removals shall be based on a square foot (SF) basis.

E10. CLEANING

E10.1 Clean surfaces of sealant droppings, stains and other blemishes resulting from Work of this Contract as Work progresses.

E10.2 All stone that is removed must be cleaned from the Site on a daily basis.

E10.3 Smears on the wall must be cleaned immediately.

E10.4 Use only clean water for all cleaning.

E11. REJECTED WORK

.1 Remove deflection Work, whether the results of poor workmanship, use of defective products or damage and whether incorporated in the Work or not, which has been rejected by the Contract Administrator as failing to conform to the Contract Documents and/or contract drawings. Replace or re-execute Work.

E12. TESTING

E12.1 Tensile Testing of Hilti Anchors

(a) The Contract Administrators representative shall have a manufacturer's representative complete no less than five (5) load tests on the specified anchor in the existing substrate

prior to commencement of the masonry repairs. The average minimum level of tensile resistance required is 500 pounds with no single test less than 400 pounds. All costs associated with testing shall be carried by the Contractor.

E12.2 Load Testing of Helifix Anchors

- (a) At five locations designated by the Contract Administrator's representative, the Contractor shall predrill holes and insert 10 mm Helifix anchors in accordance with the manufacturer's specifications and as specified herein, to a depth of 1.25" into the stone and not into the backup. Five additional tests shall then be completed with the 10 mm anchor installed 3" into the concrete structural backup.
- (b) The anchor manufacturer, Helifix North America has an in-situ non-destructive load testing device. The Contractor shall be responsible for obtaining and renting this load test device from the manufacturer. All costs associated with the unit rental shall be carried by the Contractor and/or manufacturer.
- (c) The tensile load test shall be carried out by the Contractor in accordance with the manufacturer's specifications. Results are to be verified by the Contract Administrator. Anchor design is based on average ultimate capacity of not less than 250 pounds both in tension and shear. If results are less than 250 pounds, the anchor spacing will be decreased.