

# THE CITY OF WINNIPEG

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 707-2006** 

CONSTRUCTION OF EXPANSION OF DRUG PROCESSING UNIT & RENOVATIONS
OF EXISTING OFFICE SPACE
850 EMPRESS STREET

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#### **PART B - BIDDING PROCEDURES**

#### **B1.** PROJECT TITLE

B1.1 CONSTRUCTION OF EXPANSION OF DRUG PROCESSING UNIT & RENOVATIONS OF EXISTING OFFICE SPACE
850 EMPRESS STREET

#### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, November 30, 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. SITE INVESTIGATION**

- B3.1 Further to GC:3.1, the Contract Administrator or an authorized representative will be available at the Site from 11:00 a.m. to 12:00 noon on November 20, 2006 to provide Bidders access to the Site.
- B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

#### **B4.** ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

#### **B5.** ADDENDA

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

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <a href="http://www.winnipeg.ca/matmgt">http://www.winnipeg.ca/matmgt</a>.
- B5.2.2 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 regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

#### **B6.** SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
  - (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance:
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.

- B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative 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 B14.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

#### **B7.** BID SUBMISSION

- B7.1 The Bid Submission consists of the following components:
  - (a) Form A: Bid:
  - (b) Form B: Prices.
- B7.2 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.
- B7.2.1 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.
- B7.3 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.4 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

#### B8. BID

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
  - (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

- B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
  - (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
  - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.
- B8.4.2 All signatures shall be original.
- B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid Submission and the Contract, when awarded, shall be both joint and several.

#### B9. PRICES

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

#### **B10. QUALIFICATION**

- B10.1 The Bidder shall:
  - (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
  - (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);
- B10.2 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.

B10.3 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.

#### **B11. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B11.1 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.
- B11.1.1 Bidders or their representatives may attend.
- B11.2 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.
- B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at http://www.winnipeg.ca/matmgt.
- B11.4 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.

#### **B12. IRREVOCABLE BID**

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

#### **B13. WITHDRAWAL OF BIDS**

- B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B13.1.1 Notwithstanding 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.
- B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials 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 B13.1.3(b), declare the Bid withdrawn.

B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

#### **B14.** EVALUATION OF BIDS

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

#### **B15.** AWARD OF CONTRACT

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:
  - (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- B15.4 Notwithstanding GC:4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B15.5 The Contract, as defined in 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 Construction of Expansion of Drug Processing Unit and Renovation of Existing Office Space at 850 Empress Street.

#### D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Ruby Li Architect/Interior Designer Planning, Property and Development Department 3<sup>rd</sup> Floor – 65 Garry Street

Telephone No. (204) 986-3984 Facsimile No. (204) 947-2284

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

#### D4. CONTRACTOR'S SUPERVISOR

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

#### D5. NOTICES

D5.1 Except as provided for in 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.

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

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

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

Facsimile No.: (204) 947-9155

#### **SUBMISSIONS**

#### D6. INSURANCE

- D6.1 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:
- D6.2 Deductibles shall be borne by the Contractor.
- D6.3 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.
- D6.4 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.

#### D7. PERFORMANCE SECURITY

- D7.1 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.
- D7.1.1 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.
- D7.2 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.

#### D8. SUBCONTRACTOR LIST

D8.1 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.

#### D9. SECURITY CLEARANCE

- D9.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.
- D9.1.1 The Criminal Records Search shall include a Vulnerable Sector Search.
- D9.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform Work within City facilities or on private property.
- D9.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work within City facilities or on private property.
- D9.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- D9.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a

repeated criminal records search will not be permitted to continue to perform Work under the Contract within City facilities or on private property.

#### **SCHEDULE OF WORK**

#### D10. COMMENCEMENT

- D10.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.
- D10.2 The Contractor shall not commence any Work on the Site until:
  - (a) the Contract Administrator has confirmed receipt and approval of:
    - evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
    - (ii) evidence of the workers compensation coverage specified in GC:6.14;
    - (iii) evidence of the insurance specified in D6;
    - (iv) the performance security specified in D7:
    - (v) the Subcontractor list specified in D8; and
    - (vi) the security clearances specified in D9.
  - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D10.3 The Contractor shall commence the Work on the Site within three (3) Working Days of receipt of the Purchase Order.

#### D11. TOTAL PERFORMANCE

- D11.1 The Contractor shall achieve Total Performance by December 31, 2006.
- 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 one-hundred and fifty dollars (\$150.00) 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) Submit payment schedule.

#### 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 D7)

# 

OFFICE SPACE 850 EMPRESS STREET

CONSTRUCTION OF EXPANSION OF DRUG PROCESSING UNIT & RENOVATIONS OF EXISTING

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 Principa	l and Surety have signed and sealed this bond the	
day of	, 20	
SIGNED AND SEALED in the presence of:		
	(Name of Principal)	
(Witness)	Per:	(Seal)
(With 1655)	Per:	
	(Name of Surety)	
	By: (Attorney-in-Fact)	(Seal)

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

(See D7)

(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. 707-2006
CONSTRUCTION OF EXPANSION OF DRUG PROCESSING UNIT & RENOVATIONS OF EXISTING OFFICE SPACE 850 EMPRESS 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)

# FORM J: SUBCONTRACTOR LIST

(See D8)

# CONSTRUCTION OF EXPANSION OF DRUG PROCESSING UNIT & RENOVATIONS OF EXISTING OFFICE SPACE 850 EMPRESS STREET

Name	A -1-1
<u>Name</u>	Address
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# **PART E - SPECIFICATIONS**

#### **GENERAL**

# 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:

Drawing No.	Drawing Name/Title
A1	Partial Main Floor Plan – Demolition & Renovation
A2	Partial Second Floor Plan Renovation – Door & Room Finish Schedules & Sections
A3	Partial Main & Second Floor Plans – Reflected Ceiling Plans
A4	Interior Elevation, Millwork Elevations & Sections
S1.0	Mezzanine for New Addition Plan and Sections
M1	Partial Main & Second Floor Plans – Mechanical Demolition and Renovation & Sprinkler Addition
E1	Partial Main & Second Floor Plans – Electrical Demolition & Renovation

PART 1

#### 1.1 **ARCHITECT OR ENGINEER**

**GENERAL** 

.1 Wherever the word Architect or Engineer or Consultant is used in the construction specifications, it shall be replaced with Contract Administrator as defined in GC.1.01(8) of the General Conditions, or his agent.

#### 1.2 COORDINATION AND COOPERATION

#### .1 OTHER TRADES

.1 Further to GC:6.1, Specifications shall be read by all trades to acquaint them with the nature of the Work required. Failure to do so will not relieve them of any responsibilities for cooperation in coordinating the Work and preventing delay and for the supply and installation of materials required for this Work.

#### .2 CUTTING AND PATCHING

- .1 Each trade shall do all necessary cutting and patching required for their Work. Existing adjacent surfaces shall be accurately matched. Cutting through any structural member shall only be done with the prior approval of the Contract Administrator.
- .2 Perform all cutting and patching required to make the several parts of the Work come together properly.

#### PART 2 PRODUCTS

#### 2.1 MATERIALS

- .1 C.S.A.
  - .1 All materials, where applicable, shall be CSA approved.

#### 2.2 **SUBMITTALS**

#### .1 SHOP DRAWINGS

1. Further to GC:6.9, the Contractor shall submit for approval, at least five (5) sets of detailed shop drawings for all Work as requested by the Contract Administrator at the initial Site meeting and as required thereafter.

#### 2.3 **QUALITY CONTROL**

- .1 INSPECTING AND TESTING MATERIAL
  - .1 The City reserves the right to inspect and test all materials at its own expense and to reject any materials which are not in accordance with the requirements of the specifications. The Contractor shall furnish, at the contractor's expense, such specimens and samples of materials as may be required for testing.
  - .2 The Contractor shall allow the City to test any equipment, and shall provide power, fuel or material required for these standard performance tests on the equipment.

# 2.4 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

#### .1 SITE PROTECTION

.1 The Contractor shall provide adequate protection to prevent any damage to existing structures, furnishings, finishes, etc. during construction. Temporary ramps, barricades, hoardings as required shall be provided to the approval of the Contract Administrator.

.2 The Contractor shall exercise care in the operations relative to the Site. Any unnecessary destruction of the Site will not be permitted. The Contractor shall exercise care in the movement of equipment and materials especially during wet weather. The Contractor shall be held responsible for the repair of damages to the Site, boulevards, roads, other pavements, etc. in the surrounding area of the immediate Site.

#### .2 LAYOUT OF WORK

.1 The Contactor shall verify all dimensions on the drawings and report any discrepancies to the Contract Administrator before starting the Work.

#### .3 EXISTING SERVICES AND UTILITIES

.1 Further to GC.3. (3.1) of the General Conditions, it shall be the responsibility of the Contractor to verify the location of all existing utilities, pipes and other objects and, if encountered, to adequately protect them during the construction period, and if disturbed or damaged by the Contractor, to have them replaced or reset in their original position after construction has been completed at the Contractor's cost.

#### PART 3 EXECUTION

#### 3.1 CONTRACTOR TO NOTIFY UTILITIES AND OTHER AUTHORITIES

#### .1 UTILITIES

- Whenever the Work requires that a public street or lane be cut for underground works, the Contractor shall before entering on the Work Site, make application to each utility, or other authorities, and shall give to the Superintendent of Traffic Services, Traffic Operations Section of the Streets and Traffic Branch in the Streets and Transportation Department of the City of Winnipeg, not less than 48 hours written notice of the date on which work is to commence. A copy of the application and of all notices are to be given to the Contract Administrator.
- .2 The Contractor shall be responsible for all costs of the Work to be done in the cut, the Work to restore all underground structures to their "as found condition", and to restore the surface area to its original condition, or better.
- .3 The Contractor shall supply, erect and maintain all applicable traffic control devices in accordance with the provisions of the latest edition of the "Manual of Temporary Traffic Control in Work Areas on City Streets" issued by the City of Winnipeg. The manual is available from the Public Works Department, Customer Services Division, 1155 Pacific Avenue, of the City of Winnipeg.

#### 3.2 **PROJECT INFORMATION SIGNS**

#### .1 SIGNS

.1 No project information signs shall be allowed without the written approval of the Contract Administrator. Any project information signs approved during construction are to be removed by the Contractor upon completion of the project.

# 3.3 REQUIREMENTS FOR SUBSTANTIAL PERFORMANCE

## .1 INSTRUCTION MANUALS

- .1 The Contractor shall provide the Contract Administrator with four copies of all manuals showing:
  - .1 Service Instruction including a list of spare parts and replacement parts and the names and addresses of all suppliers.

- .2 Maintenance Instructions.
- .3 Installation Instructions.
- .4 Operating Instructions.
- .5 Electric Schematics.
- .2 Detailed electrical and electronic circuit diagrams (wiring and schematic) showing all wiring connections; all electrical component values; all component parts manufacturers; and servicing procedure for all electrical and electronic equipment utilized to approval of the City. Total Performance of the equipment is contingent on the provision of the above information.

#### .2 OCCUPANCY PERMIT

.1 The Contractor shall obtain the Occupancy Permit required under the Building By-Law, along with the mechanical and electrical Certificate of Inspection from the City of Winnipeg Environmental Building Inspection Department.

#### .3 INSTRUCTION

.1 The Contractor shall instruct the facility operating staff in the use of all the facility systems to the satisfaction, and in the presence, of the Contract Administrator.

# 3.4 REQUIREMENTS FOR TOTAL PERFORMANCE

# .1 AS-BUILT DRAWINGS

- .1 At Total Performance, the Contractor shall provide the Contract Administrator with two sets of record drawings as "As-Built" Drawings and specifications bearing notations of all changes and variations from the originals.
- .2 The accuracy of these drawings shall be the responsibility of the Contractor, who shall bear all expenses of corrections thereto. Final payment shall not be made until this requirement has been fulfilled.

#### PART 1 GENERAL

#### 1.1 **REQUIREMENTS INCLUDED**

- .1 Verification of building dimensions.
- .2 Site measurement for new construction.

#### 1.2 **RELATED REQUIREMENTS**

- .1 Section 01 00 00 General Requirements
- .2 Individual Sections Site measurements prior to fabrication.

#### 1.3 **PROJECT CONDITIONS**

.1 The drawings in these bid documents are based on drawings of existing facility, actual site dimensions may vary.

### PART 2 PRODUCTS

Not Used

#### PART 3 EXECUTION

#### 3.1 **SITE MEASUREMENT**

- .1 Verify all fixed dimensions prior to commencing with Work.
- .2 Site check all dimensions prior to fabrication.
- .3 Notify Contract Administrator of any discrepancies between Site checked dimensions and drawing dimensions.

#### PART 1 GENERAL

#### 1.1 **REQUIREMENTS INCLUDED**

.1 Requirements and limitations for cutting and patching the Work.

#### 1.2 **RELATED REQUIREMENTS**

.1 Individual Sections: cutting and patching incidental to Work of the section.

#### 1.3 **SUBMITTALS**

- .1 Submit written request in advance of cutting or alteration which affects:
  - .1 Structural integrity of any element of Projects.
  - .2 Integrity of weather-exposed or moisture resistant elements.
  - .3 Efficiency, maintenance, or safety of any operational element.
  - .4 Visual qualities of sight-exposed elements.
- .2 Include in request:
  - .1 Identification of project.
  - .2 Location and description of affected Work.
  - .3 Statement on necessity for cutting or alteration.
  - .4 Description of proposed Work and products to be used.
  - .5 Alternatives to cutting and patching.
  - .6 Effect of Work on the City.
  - .7 Date and time Work will be executed.

#### PART 2 PRODUCTS

#### 2.1 **MATERIALS**

.1 Required for original installation.

#### PART 3 EXECUTION

#### 3.1 **GENERAL**

- .1 Execute cutting, fitting and patching to complete the Work.
- .2 Fit the several parts together, to integrate with other Work.
- .3 Uncover Work to install ill-timed Work.
- .4 Remove and replace defective and non-conforming Work.
- .5 Provide openings for penetrations of mechanical and electrical Work.

#### 3.2 **INSPECTION**

- .1 Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
- .2 After uncovering, inspect conditions affecting performance of Work.
- .3 Beginning of cutting or patching means acceptance of existing conditions.

#### 3.3 **PREPARATION**

- .1 Provide supports to assure structural integrity of surroundings; devices and methods to protect other portions of project from damage.
- .2 Provide protection from elements for areas which may be exposed by uncovering Work.
- .3 Conduct Work to minimize interference with operation of existing facility.

#### 3.4 **PERFORMANCE**

- .1 Execute Work by methods to avoid damage to other Work and which will provide proper surfaces to receive patching and finishing.
- .2 Employ original installer to perform cutting and patching for weather-exposed and moisture-resistant elements and sight-exposed surfaces.
- .3 Cut rigid materials using masonry saw or core drill. Pneumatic or impact tools not allowed without prior <u>written</u> approval by the Contract Administrator.
- .4 Restore Work with new products in accordance with requirements of Contract Documents.
- .5 Fit work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
- .6 At penetration of fire-rated wall, ceiling or floor construction, completely seal voids with fire-rated material, full thickness of the construction element.
- .7 Refinish surfaces to match adjacent finishes: for continuous surfaces refinish to nearest intersection or as indicated on schedule and drawings; for equipment refinish entire unit.
- .8 Provide and install steel lintels for new openings in existing masonry construction.
- .9 Restore surfaces and finishes in areas of electrical Work to match surrounding substrate as per above notes.

# PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- .1 Cabinets and countertops, trim, attachment accessories.
- .2 Wood trim.
- .3 Finish hardware.

#### 1.2 **RELATED SECTIONS**

.2 Section 09 91 10 - Painting: Finishing cabinet items.

#### 1.3 **REFERENCES**

 .1 AWMAC (Architectural Woodwork Manufacturers Association of Canada) - Quality Standards.

#### 1.4 **SUBMITTALS FOR REVIEW**

.1 Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, finishes.

#### 1.5 **QUALITY ASSURANCE**

- .1 Perform Work in accordance with AWMAC Custom Quality.
- .2 Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum 3 years experience.
- .3 Conform to applicable regulatory requirements for fire retardant requirements.

#### 1.6 **PRE-INSTALLATION MEETING**

.1 Convene one week before starting Work of this section.

#### 1.7 **DELIVERY, STORAGE, AND PROTECTION**

- .1 Transport, handle, store, and protect products.
- .2 Protect surfaces with wrapping.

#### 1.8 **COORDINATION**

- .1 Coordination with other Work having a direct bearing on Work of this section.
- .2 Coordinate the Work with installation of adjacent Work and utility and service outlets.

#### PART 2 PRODUCTS

#### 2.1 **MATERIALS**

- .1 Softwood Lumber: AWMAC Custom grade; maximum moisture content of 6 percent, White Birch species.
- .2 Softwood Plywood: APA grade; core materials of veneer or lumber; species.
- .3 Plastic Laminate: NEMA LD-3, 1.3 mm General Purpose; colour, pattern, and surface finish as selected by Architect.
- .4 Plastic Laminate Backing: NEMA LD-3, high pressure paper base laminate without a decorative finish; 0.02 inch thick, smooth surface finish.
- .5 Melamine Interiors: Plastic laminate, thin application, colour as indicated on drawings.

#### 2.2 ACCESSORIES

- .1 Contact Adhesives: Water base type.
- .2 Bolts, Nuts, Washers, Blind fasteners, Lags, and Screws: Size and type to suit application; plain plated finish.
- .3 Primer: Alkyd primer sealer.
- .4 Plastic Edge Trim: Extruded convex shaped; smooth finish; self-locking serrated tongue; of width to match wood thickness; same colour as exposed finish.

#### 2.3 **HARDWARE**

- .1 Shelf Standards, Brackets, and Rests: Manufactured by Knape & Vogt. 255 C/W #256 support nickol finish
- .2 Drawer and Door Pulls. (See drawing)
- .3 Drawer Slides: Manufactured by Knape & Vogt KV 8300, Accuride, Blum, full extension 100 lb capacity.
- .4 Hinges: Steel, chrome finish, invisible, retracting, flush type, manufactured by Knape & Vogt, Hafele, Blum 90, with opening 175°.

#### 2.4 **FABRICATION**

- .1 Fabricate cabinets to AWMAC "Custom" Quality.
- .2 Line inside of cabinets with Melamine.

#### 2.5 **SHOP FINISHING**

.1 Shop finish Work to AWMAC plastic laminate, factory finish.

#### PART 3 EXECUTION

#### 3.1 **EXAMINATION**

- .1 Verification of existing conditions before starting Work.
- .2 Verify openings and adjoining materials are ready to receive Work of this section.

#### 3.2 **INSTALLATION**

- .1 Install Work in accordance with AWMAC Custom Quality standard.
- .2 Set and secure materials and components in place, plumb and level.
- .3 Install components and trim, with screws and bolts with blind fasteners.
- .4 Cover exposed edges of shelving and site made casework with plastic edging. Width of edging to match shelving.
- .5 Apply plastic laminate finishes where indicated.
  - .1 Cap exposed edges with plastic laminate of same finish and pattern.
  - .2 Apply laminate backing sheet on reverse side of plastic laminate finished surfaces.

#### 3.3 ADJUSTING

.1 Adjust doors and drawers for smooth operation.

# 3.4 **CLEANING**

.1 Cleaning installed Work.

# .2 Wash down surfaces:

- .1 with a solution of mild detergent in warm water,
- .2 applied with soft, clean wiping cloths,
- .3 take care to remove dirt from corners, and
- .4 wipe surfaces clean.

## PART 1 GENERAL

#### 1.1 **SECTION INCLUDES**

.1 Carpeting laid by glue down method.

# 1.2 **REGULATORY REQUIREMENTS**

.1 Conform to applicable code for carpet flammability requirements of CAN/ULC-S102M.

#### PART 2 PRODUCTS

#### 2.1 CARPETING MATERIALS

.1 Manufacturer: Kraus – Trustee 189471 Olive.

# 2.2 ACCESSORIES

- .1 Sub-Floor Filler: White premix latex type.
- .2 Primers and Adhesives: CGSB 71-GP-28M, Waterproof type.
- .3 Edge Strips: rubber finish, Johnsonite colour to be selected.

#### PART 3 EXECUTION

#### 3.1 **EXAMINATION**

- .1 Verify concrete floors are dry to a maximum moisture content of 7 percent; and exhibit negative alkalinity, carbonization, or dusting.
- .2 Verify that Site conditions are ready to receive Work.
- .3 Beginning of installation means acceptance of Site conditions.

#### 3.2 **PREPARATION**

.1 Remove sub-floor ridges and bumps. Fill low spots, cracks, joints, holes, and other defects with sub-floor filler.

#### 3.3 **INSTALLATION**

- .1 Apply carpet and adhesive to manufacturers' instructions.
- .2 Verify carpet pattern match before cutting to ensure minimal variation between dye lots.
- .3 Double cut carpet, to allow intended seam and pattern match.
- .4 Cut and fit carpet around interruptions.
- .5 Fit carpet tight to intersection with vertical surfaces without gaps.

#### 3.4 **CLEANING**

.1 Clean and vacuum carpet surfaces.

## PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- .1 Surface preparation.
- .2 Surface finish schedule at end of section.

#### 1.2 **RELATED SECTIONS**

N/A

#### 1.3 **REFERENCES**

.1 MPI (Master Painters Institute) - Architectural Painting Specification Manual.

#### 1.4 QUALITY ASSURANCE

.1 Conform to MPI - Specification Manual.

#### 1.5 **QUALIFICATIONS**

- .1 Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- .2 Applicator: Company specializing in performing the Work of this section with minimum 5 years experience.

#### 1.6 **ENVIRONMENTAL REQUIREMENTS**

- .1 Provide continuous ventilation and heating facilities to maintain surface and ambient temperatures above 7 degrees C for 24 hours before, during and 48 hours after application of finishes.
- .2 Provide minimum 270 lx of lighting surfaces to be finished.

#### PART 2 PRODUCTS

#### 2.1 **ACCEPTABLE MANUFACTURERS**

- .1 General Paint Hi-Performance 2000 Egg Shell Code 58-030.
- .2 ICI Paints ICI Dulux Interior Acrylic Low Sheen Egg Shell Code 14030.
- .3 Northern Paint Colorlox Super Acrylic II Egg Shell enamel Code 43-51.
- .4 Benjamin Moore DTM Acrylic Semi-gloss Code M29-08.
- .5 General Paint Hi Performance 2000 Semi-gloss Code 58-020.
- .6 Northern Paint Super Acrylic Semi-gloss enamel Code 44-51.

#### 2.2 MATERIALS

- .1 Paints: Ready mixed except field catalyzed coatings; good flow and brushing properties; capable of drying or curing free of streaks or sags.
- .2 Paint Accessory Materials: Linseed oil, shellac, turpentine, and other materials, of commercial quality.

#### PART 3 EXECUTION

#### 3.1 **EXAMINATION**

- .1 Verify that surfaces are ready to receive Work as instructed by the product manufacturer.
- .2 Minimum Application Temperatures for Latex Paints: Interiors 7 degrees C. Exterior 10 degrees C.
- .3 Minimum Application Temperature for Varnish and clear Finishes: 18 degrees C.
- .4 Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the recommended maximum.
- .5 Beginning of installation means acceptance of Site conditions.

#### 3.2 PREPARATION

- .1 Correct minor defects and deficiencies in surfaces which affect Work of this section.
- .2 Prepare surfaces to paint manufacturers instructions and CPCA manual. Rinse with clean water.

#### 3.3 **APPLICATION**

- .1 Apply products to manufacturer's instructions.
- .2 Paint all exposed to view surfaces.
- .3 Sand lightly between coats to achieve required finish.
- .4 Do not apply finishes to surfaces that are not dry.
- .5 Where clear finishes are required, tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.
- .6 Back prime exterior wood work with exterior primer paint.
- .7 Back prime interior wood work with enamel [undercoat] [primer sealer] paint.

# 3.4 PROTECTION

.1 Protect other surfaces from paint or damage. Repair damage.

#### 3.5 **CLEANING**

.1 As Work proceeds, promptly remove paint where spilled, splashed, or spattered.

#### 3.6 SCHEDULE - INTERIOR SURFACES

- .1 Wood Painted:
  - .1 One coat, alkyd primer sealer.
  - .2 Two coats alkyd enamel, semi-gloss eggshell.
- .2 Wood Transparent:
  - .1 Filler coat for open grained wood only.
  - .2 One coat, sealer.
  - .3 Two coats, varnish, flat sheen.
- .3 Plaster, Gypsum Board:
  - .1 One coat, alkyd primer sealer.

.2 Two coats alkyd enamel, eggshell.

# 3.7 **SCHEDULE - COLOURS**

.1 See drawings.