



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 584-2007

PROVISION OF WINDOW WASHING SERVICES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF WINDOW WASHING SERVICES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 26, 2007.

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

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

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.

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 D4.1.

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 promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 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.

B4.5 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.

B4.6 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 <http://www.winnipeg.ca/matmgt>.
- 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 Contract;
 - (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 Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.

B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID SUBMISSION

B7.1 The Bid shall consist of the following components:

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

B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.

B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.

B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.

B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.

B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B7.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:

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

B7.7.1 Samples or other components of the Bid 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.

B7.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178

B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8. BID

B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;

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

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

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

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

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (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 should be witnessed, except where a corporate seal has been affixed.

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B9. PRICES

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Notwithstanding C11.1.1, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.2 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.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10. 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, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

- B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).
- B10.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B10.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

- B11.1 Bids will not be opened publicly.
- B11.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management 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 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 C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.

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

B14. EVALUATION OF BIDS

B14.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.

B14.4 Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B14.4.1 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.

B14.5 This Contract will be awarded as a whole.

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.

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

B15.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B15.5 The Contract Documents, as defined in C1.1(n), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* 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>.
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of Window Washing Services for the period of February 1, 2008 to January 31, 2011.

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

- (a) Window glass;
- (b) Door glass;
- (c) Entrance glass;
- (d) Tracks, ledge and window frames;
- (e) Screens/Security Screens;
- (f) Partition glass;
- (g) Roof glass;
- (h) Solarium glass.

D2.3 Items No. 79 and 80: The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.3.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.4 Items No. 1 to 78: The Work shall be done on a scheduled basis during the term of the Contract.

D2.5 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2007.

D2.6 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D2.7 Further to D2.1, upon mutual agreement between the Contractor and the Contract Administrator, the Contract may be extended for one (1) additional two (2) year period with the same terms and conditions. The City will send the Contractor a letter not less than one hundred and fifty (150) Calendar Days prior to the expiration of the original term. The Contractor shall respond to the Contract Administrator within thirty (30) Calendar Days, giving notice of the Contractor's approval or rejection of extension.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract.

D3.2 Notwithstanding C1.1, when used in this Bid Opportunity:

- (a) "**Both sides**" means for exterior windows and window frames, inside and outside the building; for screens it means the front and back of the screen; and for interior and partition glass it means the front and back of the glass;
- (b) "**Exterior/Perimeter**" means the exterior windows on the outer boundary of the building.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Debbie Shkolny
Contracts Officer
Corporate Finance Department
Materials Management Branch
Main Floor, 185 King Street
Winnipeg MB R3B 1J1

Telephone No. (204) 986-2249
Facsimile No. (204) 949-1178

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.

D5.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D7. SAFE WORK PLAN

D7.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

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

D8. INSURANCE

D8.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if required, 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), be provided to the Contract Administrator at least 48 hours prior to performance of the Work at a Site, where required, and shall be maintained and in good standing until the date of Total Performance of Work at the Site;
- (c) during the term of the Contract, maintain and pay for an Employee Dishonesty Bond in an amount of not less than ten thousand dollars (\$10,000.00) covering all of the Contractor's employees, agents, and subcontractors involved in providing the services, for any direct loss of money or other property caused by a fraudulent or dishonest act, or acts, of the Contractor, Contractor's employees, agents or subcontractors. The Contractor is to provide a certified true copy of the bond, satisfactory to the Contract Administrator, prior to commencement of Work.

D8.2 Deductibles shall be borne by the Contractor.

D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D8.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D9. SECURITY CLEARANCE

D9.1 The City will conduct a Level Two Security Clearance Check, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities.

D9.2 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.

D9.3 Each individual or Contractor 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 and telephone numbers of all immediate family members including stepbrothers, stepsisters, half-brothers and half-sisters, and their spouses, common-law spouses, boyfriends, girlfriends and their family members. The list should be typed in the following format:

John James SMITH
123 Anywhere Street
Winnipeg, Manitoba

Dob: 45 Aug 24 (father)
555-5555

- (b) A list of names, addresses, dates of birth and telephone numbers of four closest friends. Include information indicating when, where and how they met. The list should be typed in the following format:

Joseph James SMITH
789 Anywhere Street
Winnipeg, Manitoba
When they met:
Where they met:
How they met:

Dob: 46 Aug 4 (best friend)
555-5555

- (c) The name, title or position, and telephone number of the immediate supervisor.
- (d) A list of every past address, including the dates of residence, the names of any persons with whom the residence was shared and the reason for moving.
- (e) Identification - driver's license (with photo), birth certificate or social insurance number (SIN).
- (a) Photocopies of the identification must be legible, signed as true copies and witnessed by the contact person stated on Paragraph 3 Form A: Bid.
- (f) A completed Form P-608: Security Clearance Check authorization form.
- (a) Signature of Witness shall be signed by the contact person stated on Paragraph 3 Form A: Bid.
- (g) A cheque made payable to the City of Winnipeg in the amount of one hundred and eighty dollars (\$180.00).

D9.4 Each individual shall submit the required information, form and payment to the Winnipeg Police Service Division 30 Clerk at Main Floor, 151 Princess Street:

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

D9.5 Any individual for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities.

D9.6 Any satisfactory Security Clearance obtained thereby will be deemed valid for two (2) years from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.

- (a) Each individual doing Work in a Winnipeg Police Service Facility shall provide identification upon entry to verify they have received a Level Two security clearance.

D9.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract at Winnipeg Police Service Facilities.

D9.8 Any individual who fails to obtain a satisfactory Security Clearance Check may request reconsideration by writing to:
Winnipeg Police Service
Division 30
Service Security
Attn: Service Security Officer

151 Princess Street
Winnipeg, Manitoba
R3B 1L1

(a) There is no additional fee for the application for reconsideration.

D10. PROPOSED WORK SCHEDULE

D10.1 The Contractor shall provide the Contract Administrator with a detailed Work Schedule no later than seven (7) Calendar Days from notification of the award of the Contract.

D10.1.1 The detailed Work schedule shall include the following:

- (a) Bid Opportunity No.;
- (b) Contract No.;
- (c) Item No.; Description (Address) and Specification Reference Number shown on Form B: Prices;
- (d) Approximate annual quantity (annual number of months);
- (e) Proposed dates scheduled to perform window washing services.

CONTROL OF WORK

D11. COMMENCEMENT

D11.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

D11.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of a Safe Work Plan specified in D7;
 - (iv) evidence of the insurance specified in D8; and
 - (v) the security clearances specified in D9.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D12. SAFETY

D12.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D12.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D12.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
- and

- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant.

D13. ORDERS

- D13.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D14. RECORDS

- D14.1 The Contractor shall keep detailed records of the services supplied under the Contract.

- D14.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.

- D14.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

D15. STORAGE OR USE OF EQUIPMENT AND/OR MATERIALS

- D15.1 Further to C6.1, no person shall encumber or obstruct or cause to be encumbered or obstructed, or use for any purpose for which a fee has been established by Council, a street or portion thereof by any means whatsoever without first having obtained permission to do so from the Director and paying the required fee as established by Council from time to time and making such other deposits of funds as may be required, provided however that no such permit fees are payable where a permit is issued for the use of street for film production. By-Law 1481, amended 6691//95; 25/2007.

MEASUREMENT AND PAYMENT

D16. INVOICES

- D16.1 Further to C11, the Contractor shall submit monthly invoices for the Work performed during the previous calendar month.

- D16.2 Further to C22.2, the Contractor shall submit invoices to the locations designated at the time of ordering.

- D16.2.1 Table A is a list of current invoicing addresses and is provided for the convenience of the Contractor only. The City reserves the right to revise locations as required by changes in its operations during the term of the Contract.

- (a) Upon Award of Contract, the Contractor will be provided with a complete listing of the Items for the invoice addresses.

- D16.3 Invoices must clearly indicate, as a minimum:

- (a) the City's order number;
- (b) date(s) of provision of services;
- (c) City Department, then by location/address at which service was provided, then by Item No. as identified on Form B: Prices;
- (d) type and quantity of services provided;
- (e) the amount payable with GST and MRST shown as separate amounts; and

(f) the Contractor's GST registration number.

D16.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D17. PAYMENT

D17.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D17.2 Further to C11, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D18. WARRANTY

D18.1 Notwithstanding C12, the warranty period for each item of Work supplied shall begin on the date of successful delivery and shall expire one (1) week thereafter unless extended pursuant to C12.3, in which case it shall expire when provided for thereunder.

D18.2 Further to C12, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

TABLE A – INVOICING ADDRESSES

INVOICE TO ADDRESS	ITEM NO.	CONTACT USER
Planning, Property & Development Department Building Services Division 100 Main Street Winnipeg, Manitoba R3C 1A4	1 to 66, 72, 73 to 78	Larry Giesbrecht Ph: 986-2360; Cell : 794-4423
Winnipeg Police Service 151 Princess Street Winnipeg, MB	67 to 68	Rick Raffey Ph: 986-6278
Transit Department 421 Osborne Street Winnipeg MB R3L 2A2	69	Alex Vecherya Ph: 986-3821 Cell: 479-5430
Water & Waste Department Unit 101, 1199 Pacific Avenue Winnipeg MB R3E 3S8	70 and 71	Glenn Hewitt Ph: 986-3231 Cell: 479-5302

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

E2. SERVICES

- E2.1 The Contractor shall provide window washing services in accordance with the requirements hereinafter specified.
- E2.2 The Contractor shall :
- (a) wash windows at various City locations as follows:
 - (i) by using fresh cleaning solution without leaving a residue/film on windows;
 - (ii) perform Work with least amount of disruption to occupants inside the buildings;
 - (iii) carefully move furniture/furnishings from windows to obtain access to windows;
 - (iv) upon completion of cleaning, carefully return furniture/furnishings to original position;
 - (b) where specified for Items No. 1 to 80:
 - (i) remove, clean and replace windows, screens and security screens (if applicable);
 - (ii) clean window tracks, ledges and window frames;
 - (iii) clean entrance glass;
 - (iv) wash windows inside and/or outside;
 - (c) provide adequate protection to prevent any damage to existing structures, furnishings, finishes, etc. during the Work;
 - (d) ensure all windows with tracks are fully operational after cleaning and report all abnormalities of windows, tracks and screens to the Contractor Administrator, or his/her delegate, the next Working Day; and
 - (e) provide, as required, temporary ramps, barricades, hoardings, to the satisfaction of the User.
- E2.3 The Contractor shall notify the User, 48 hours prior to commencement of Work, for each location during the Contract.
- (a) The Work shall be performed within the time and date agreed at the time of ordering.
 - (b) Items No. 64 and 65: the Contractor shall contact the User to arrange the commencement and completion time and date of the Schedule of Work.
- E2.4 The Contractor shall supply a Standard Work Order for each address upon completion of Work performed. The Standard Work Order must clearly indicate, as a minimum:
- (a) Contractors name;
 - (b) City employees name (Printed and Signature);
 - (c) City employees phone number;
 - (d) Item No. and building Address in reference to Form B: Prices, Items No. 1 to 80;
 - (e) Date of Work performed;
- E2.4.1 The Contractor shall have a copy of each Standard Work Order sent on a monthly basis, by the last Calendar day of each month, to the User.

E3. WORK SCHEDULE

- E3.1 Work shall be performed for Items No. 1 to 78 on Form B: Prices, as follows:
- E3.1.1 Work shall be completed within one (1) Working Day of commencement, except where otherwise agreed at the time of ordering.
- E3.1.2 The cleaning frequency shall be performed as stated in E4.1 through E4.14.2.
- E3.1.3 The Contractor shall promptly report any delay or change to an agreed commencement or completion date to the User.
- E3.2 Work shall be performed for Items No. 79 and 80 on Form B: Prices, on an “as-required” basis during the term of the Contract:
- E3.2.1 Work shall commence within one (1) Calendar Day of the placing of an order, except where otherwise agreed at the time of ordering.
- E3.2.2 Work shall be completed within one (1) Working Day of commencement, except where otherwise agreed at the time of ordering.
- E3.2.3 The Contractor shall promptly report any delay or change to an agreed commencement or completion date to the User.
- E3.3 Work shall be performed as follows, except where otherwise agreed to by the User at the time of ordering:
- (a) Items No. 1 to 63 and 66 to 80 (inside of the exterior/perimeter windows):
 - (i) Business Days between 8:30 a.m. and 4:30 p.m.
 - (b) Items No. 64 and 65 (the outside of the exterior/perimeter windows) in the early morning hours, with completion prior to rush hour, to avoid traffic congestion on Donald Street and Fort Street.
- E3.4 The City reserves the right to add or delete locations, within the boundaries of the City, or alter the type or quantity of Work to be performed at any location as required by changes in its operations during the term of the Contract. Additional will be a similar monetary value for a similar size structure.

E4. LOCATION AND SCHEDULE OF WORK:

- E4.1 The Contractor shall provide window washing services for Items No. 1 to 54 as follows:
- E4.1.1 One (1) cleaning per year, in either May or June only:
- (a) Clean all exterior/perimeter windows and window frames (both sides) and where applicable, glass entrance doors (both sides) at the following addresses:
 - (i) Item No. 1: 66 Allard Avenue;
 - (ii) Item No. 2: 300 Assiniboine Avenue;
 - (iii) Item No. 3: 700 Assiniboine Park Drive
 - (iv) Item No. 4: 699 Broadway;
 - (v) Item No. 5: 1520 Corydon Avenue;
 - (vi) Item No. 6: 2020 Corydon Avenue, Unit A;
 - (vii) Item No. 7: 955 Cottonwood Road;
 - (viii) Item No. 8: 1168 Dakota;
 - (ix) Item No. 9: 821 Elgin Avenue;
 - (x) Item No. 10: 823 Ellice Avenue;
 - (xi) Item No. 11: 850 Empress Street;
 - (xii) Item No. 12: 6 Fermor Avenue;
 - (xiii) Item No. 13: 726 Furby Street;

- (xiv) Item No. 14: 2325 Grant Avenue;
- (xv) Item No. 15: 260 Hartford Avenue;
- (xvi) Item No. 16: 1050 Henderson Hwy., Unit 1;
- (xvii) Item No. 17: 1050 Henderson Hwy., Unit 3A;
- (xviii) Item No. 18: 365 Jefferson Avenue;
- (xix) Item No. 19: 765 Keewatin Street;
- (xx) Item No. 20: 185 King Street;
- (xxi) Item No. 21: 1057 Logan Avenue;
- (xxii) Item No. 22: 489 London Avenue;
- (xxiii) Item No. 23: 210 Lyle Street;
- (xxiv) Item No. 24: 1085 Main Street;
- (xxv) Item No. 25: 2546 McPhillips Street;
- (xxvi) Item No. 26: 265 Osborne Street;
- (xxvii) Item No. 27: 625 Osborne Street (Library and front entrance vestibule);
- (xxviii) Item No. 28: 1155 Pacific Avenue;
- (xxix) Item No. 29: 1199 Pacific Avenue;
- (xxx) Item No. 30: 730 Pandora Avenue;
- (xxxi) Item No. 31: 1350 Pembina Hwy.
- (xxxii) Item No. 32: 1360 Pembina Hwy.;
- (xxxiii) Item No. 33: 1500 Plessis Road;
- (xxxiv) Item No. 34: 233 Portage Avenue;
- (xxxv) Item No. 35: 1910 Portage Avenue;
- (xxxvi) Item No. 36: 2490 Portage Avenue;
- (xxxvii) Item No. 37: 3180 Portage Avenue;
- (xxxviii) Item No. 38: 219 Provencher Blvd.;
- (xxxix) Item No. 39: 227 Provencher Blvd;
- (xl) Item No. 40: 849 Ravelston Avenue;
- (xli) Item No. 41: 141 Regent Avenue;
- (xlii) Item No. 42: 5006 Roblin Blvd.;
- (xliii) Item No. 43: 5014 Roblin Blvd.;
- (xliv) Item No. 44: 500 Salter Street;
- (xlv) Item No. 45: 598 St. Mary's Road;
- (xlvi) Item No. 46: 600 St. Mary's Road;
- (xlvii) Item No. 47: 604 St. Mary's Road;
- (xlviii) Item No. 48: 1086 St. Mary's Road, Unit A;
- (xlix) Item No. 49: 111 Victoria Avenue, West;
- (l) Item No. 50: 33 Warnock Street;
- (li) Item No. 51: 1539 Waverley Street;
- (lii) Item No. 52: 380 William Avenue;
- (liii) Item No. 53: 280 William Avenue.

E4.2 The Contractor shall provide window washing services for Item No. 54: 457 Main Street, Main Floor to 10th Floor, as follows:

E4.2.1 One (1) cleaning per year, in either May or June only:

- (a) Clean all exterior/perimeter windows (both sides), Main Floor to and including 10th Floor, by either a boatswain's/bosun's chair (single person chair) or a bucket truck.

E4.3 The Contractor shall provide window washing services for Items No. 55: 601 Aikins Street, and Item No. 56: 130 Allard Avenue, as follows:

E4.3.1 One (1) cleaning per year, in either May or June only:

- (a) Remove all security screens;
- (b) Clean exterior/perimeter windows, screens and window frames (both sides);
- (c) Re-install security screens as found.

E4.4 The Contractor shall provide window washing services for Item No. 57: 100 Main Street, as follows:

E4.4.1 One (1) cleaning per year, in either May or June only:

- (a) Remove all screens off windows;
- (b) Clean exterior/perimeter windows and screens (both sides);
- (c) Clean window tracks, ledges and window frames;
- (d) Re-install windows and screens;

On ground level west side of building:

- (e) Remove security screens;
- (f) Clean exterior/perimeter windows (both sides);
- (g) Re-install security screens as found.

E4.5 The Contractor shall provide window washing services for Item No. 58: 20 Westgate, as follows:

E4.5.1 One (1) cleaning per year, in either May or June only:

- (a) Remove all screens off windows;
- (b) Clean exterior/perimeter windows and screens (both sides);
- (c) Clean ledges and window frames (both sides) and window tracks;
- (d) Re-install windows and screens.

E4.6 The Contractor shall provide window washing services for Items No. 59, 60 and 61: 510 Main Street, Administration Building, as follows:

Item No. 59: Main floor and Second floors only:

E4.6.1 Ten (10) cleanings per year/one cleaning a month (excluding May and October), by the 15th of each month:

- (a) Clean all exterior/perimeter windows, entrance glass and window frames (both sides);

Item No. 60: Main floor to the Seventh floor:

E4.6.2 Two (2) cleanings per year/one cleaning a month (in May and October only), in the 3rd or 4th week of each month:

- (a) Remove screens off windows;
- (b) Clean exterior/perimeter windows, screens, ledges, window frames (both sides) and clean window tracks;
- (c) Re-install screens on windows;

Item No. 61: Main floor and Second floor only in the public areas:

E4.6.3 Two (2) cleanings per year/one cleaning a month, in the months May and October only, by the 15th of each month:

- (a) Clean all interior glass (both sides).

E4.7 The Contractor shall provide window washing services for Items No. 62 and 63: 510 Main Street, Council Building, as follows:

Item No. 62: Main floor and Second floor:

E4.7.1 Ten (10) cleanings per year/one cleaning a month (excluding May and October), by the 15th of each month:

- (a) Clean all exterior/perimeter windows, all entrance windows, window frames and entrance door glass (outside only);

Item No. 63: Main floor and Second floor:

E4.7.2 Two (2) cleanings per year/one cleaning a month, in the months May and October only, in the 3rd or 4th week of each month:

- (a) Clean exterior/perimeter windows, window frames, roof glass in public areas, interior glass and partition glass (both sides).

E4.8 The Contractor shall provide window washing services for Item No. 64: Skywalks from City Place to Millenium Library, and Item No. 65: Skywalks from Millenium Library to Main Post Office Building, as follows:

E4.8.1 Three (3) cleaning per year/one cleaning a month, in the months February, June and October:

- (a) Clean all exterior/perimeter windows and window frames (both sides).

E4.9 The Contractor shall provide window washing services for Item No. 66: 55 Princess Street, on the Main Floor, Second Floor and Third Floor, as follows:

E4.9.1 One (1) cleaning per year, in May or June only:

- (a) Clean all exterior/perimeter windows (both sides).

E4.10 The Contractor shall provide window washing services for Items No. 67 and 68: 151 Princess Street, Public Safety Building, as follows:

Item No. 67: Basement Level (on William Avenue) and Main floor:

E4.10.1 Five (5) cleanings per year/one cleaning a month, in the months January, March, (excluding May), July, September, November, by the 15th of each month:

- (a) Clean all exterior/perimeter windows (outside only);

Item No. 68: Basement Level (on William Avenue) to Sixth Floor:

E4.10.2 One (1) cleaning per year, in May by the 15th of the month:

- (a) Clean all exterior/perimeter windows (both sides), Basement Level to and including the 6th Floor:
 - (i) Exterior window cleaning may be cleaned by using either a boatswain's/bosun's chair (single person chair); swing stage or a bucket truck, where necessary.

E4.11 The Contractor shall provide window washing services for Item No. 69: 421 Osborne Street, Administration Building, as follows:

E4.11.1 Two (2) cleanings per year, one in the Spring and one in the Fall:

- (a) Clean all second floor perimeter windows (outside only);
- (b) Clean all lower, main and second floor windows in the lounge area (outside only).

E4.12 The Contractor shall provide window washing services for Item No. 70 and 71: 552 Plinguet Street, Main Building, as follows:

Item No. 70: Main Floor:

E4.12.1 Four (4) cleanings per year/one cleaning a month (in April, June, August and October), by providing 24 hours notice to the City Contact User and establish a mutual agreed date of service:

- (a) Clean all exterior/perimeter windows and window frames, tracks and screen/security screen (both sides).
- (b) Pay careful attention when cleaning the film tinted windows as to not scratch the coating. If damaged by the Contractor, the cost to repair/replace tinting will be at the Contractor's expense.

Item No. 71: Main Floor:

E4.12.2 Two (2) cleanings per year/one cleaning a month (in April and October), by providing 24 hours notice to the City Contact User and establish a mutual agreed date of service:

- (a) Clean all interior and partition glass and frames (both sides) and transoms over doorways;
- (b) Window cleaning to be performed no sooner than 9:00 a.m. but completed by 4:00 p.m.

E4.13 The Contractor shall provide window washing services for Item No. 72: 1867 Springfield Road, Harbourview Complex, as follows:

Item No. 72: Main Floor:

E4.13.1 Three (3) cleanings per year/one cleaning a month (in March no later than March 15, in July, and in December after freeze up of the pond):

- (a) Clean all exterior/perimeter windows and window frames (inside and all accessible outside windows).

E4.14 The Contractor shall provide window washing services for Items No. 73, 74, 75, 76 and 77: 251 Donald, Street Millenium Library, as follows:

Item No. 73: 251 Donald Street - Monthly

E4.14.1 The Contractor shall provide on a monthly basis:

- (a) Clean the outside only of the main entrance up to and including the glass canopy.
- (b) Clean the main entrance vestibule atrium glass and revolving door roof.
- (c) Clean the outside only of the main floor complete.
- (d) Clean the outside only of the windows above the main entrance glass canopy.

Item No. 74: 251 Donald Street - Quarterly

E4.14.2 The Contractor shall provide on a quarterly basis:

- (a) Clean the inside only of the second floor walkway glass.

Item No. 75: 251 Donald Street – Semi-Annually

E4.14.3 The Contractor shall provide on a semi-annually basis:

- (a) Clean the elevator enclosure inside and out complete including the cab glass. This shall be coordinated by the Contractor with the elevator service schedule.

Item No. 76: 251 Donald Street - Annual

E4.14.4 The Contractor shall provide on an annual basis:

- (a) Clean all perimeter glass inside and outside (not including the inside of the curtain wall)
- (b) Clean the outside only of all fourth floor sky lights.

Item No. 77: 251 Donald Street – Bi-Annual

- E4.14.5 The Contractor shall provide on a bi-annual basis:
- (a) Clean the inside only of the curtain wall;
 - (b) Dust the beams of the curtain wall.
- E4.15 The Contractor shall provide window washing services for Item No. 78: 185 King Street on the Main Floor, as follows:
- E4.15.1 Three (3) cleanings per year, in April, August and October;
- E4.15.2 Clean the outside only of the main floor.
- E4.16 The Contractor shall provide window washing services for Items No. 79 and 80: Various locations within the City of Winnipeg on an "as required" basis, Sunday to Saturday, for buildings up to two (2) stories high, as follows:
- E4.16.1 Item No. 79: Windows without screens:
- (a) Clean of all exterior/perimeter windows (both sides);
- E4.16.2 Item No. 80: Windows with screens:
- (a) Remove screens;
 - (b) Clean exterior/perimeter windows, window frames and screen/security screens (both sides), and clean window tracks;
 - (c) Re-install screen(s).

E5. DELAY IN COMPLETING WORK

- E5.1 Should the Contractor be delayed in completion of the Work by reasons of strikes, lock-outs (including lock-outs decreed by a recognized contractors association for its members of which the Contractor is a member), an act of God, or any other cause which the Contractor satisfies the Contract Administrator to be totally beyond his control, then the time of completion shall be extended for a period of time equal to the time lost due to such delays.