



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 987-2011**

**NEW HANGING FRAME FOR INFLATABLE SEWER PIPE PLUGS  
AT 360 MCPHILLIPS**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Addenda	1
B6. Substitutes	2
B7. Bid Components	3
B8. Bid	3
B9. Prices	4
B10. Qualification	4
B11. Opening of Bids and Release of Information	5
B12. Irrevocable Bid	5
B13. Withdrawal of Bids	6
B14. Evaluation of Bids	6
B15. Award of Contract	6

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Contract Administrator	1
D4. Contractor's Supervisor	1
D5. Notices	1

#### Submissions

D6. Authority to Carry on Business	2
D7. Safe Work Plan	2
D8. Insurance	2
D9. Performance Security	3

#### Schedule of Work

D10. Commencement	3
D11. Substantial Performance	4
D12. Total Performance	4
D13. Liquidated Damages	4

#### Control of Work

D14. Job Meetings	4
D15. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	5

#### Measurement and Payment

D16. Invoices	5
D17. Payment	5

#### Warranty

D18. Warranty	5
Form H1: Performance Bond	7
Form H2: Irrevocable Standby Letter of Credit	9

## **PART E - SPECIFICATIONS**

### **General**

E1. Applicable Specifications and Drawings	1
E2. Temporary Use of City Equipment	1
E3. Mobilization and Demobilization	1
E4. Site Security	1
E5. Salvaged Material	2
E6. Shop Drawings	2
E7. Fabreeka Bearing Pads	4
E8. Structural Steel Fabrication and Miscellaneous Metals	4
E9. Painting	5
E10. Cooperation With Others	7

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 NEW HANGING FRAME FOR INFLATABLE SEWER PIPE PLUGS  
AT 360 MCPHILLIPS

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 5, 2012.
- 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 Contract Administrator or an authorized representative will be available at the Site from 3:00 p.m. to 3:30 p.m. on December 21, 2011 to provide Bidders access to the Site. Attendance is strongly recommended.
- 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 Division website 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 Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.2.3 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 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.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

**B7. BID COMPONENTS**

- 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 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 If the Bid Submission 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 Division  
185 King Street, Main Floor  
Winnipeg, MB R3B 1J1
- B7.5.1 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.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B14.1(a).
- B7.8 If the Bid Submission 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.
- B7.8.2 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;
- (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 should 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 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.

B9.1.1 Notwithstanding C12.2.3(c), the price on Form B: Prices shall not include the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **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; 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 Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

- 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 Further to B10.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractors has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
  - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>).
- B10.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B10.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

## **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 Total 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 Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- 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 Division website 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 C23.3, 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 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 or acceptable deviation there from (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 lump sum price shown on Form B: Prices.

### **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, in accordance with B14.

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, 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 C1.1, 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**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- 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 Construction*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

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

#### **D2. SCOPE OF WORK**

D2.1 The Work to be done under the Contract shall consist of fabrication and installation of a steel frame and accessories, and replacement of a hook component on the existing crane system.

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

- (a) Place Fabreeka bearing pads for base plates.
- (b) Weld base plates to columns, beam, and struts.
- (c) Weld hooks to beam.
- (d) Supply and install base plates, columns, beams, struts, hooks, and hardware.
- (e) Supply and install hook component on existing crane.
- (f) Paint all components of new frame and hook component on existing crane.
- (g) Site restoration and clean-up.

#### **D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is MMM Group Limited, represented by:

Michelle Wadelius, P.Eng.  
Project Engineer  
MMM Group Limited  
Suite 111-93 Lombard Avenue  
Winnipeg, MB R3B 3B1  
Telephone No. (204) 272-2033  
Facsimile No. (204) 943-4948

D3.2 At the pre-construction meeting, Michelle Wadelius 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 C23.2.2, 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 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg  
Chief Financial Officer

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  
Legal Services Department  
Attn: Director of Legal Services  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1

Facsimile No.: (204) 947-9155

## **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 Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

### **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, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
  - (b) automobile liability insurance for 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;
  - (c) all risks installation floater, carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

- 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 but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.
- D8.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

## **D9. PERFORMANCE SECURITY**

- D9.1 If the Contract Price exceeds fifty thousand dollars (\$50,000.00), 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.
- D9.1.1 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.
- D9.2 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.

## **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:
    - (i) evidence of authority to carry on business specified in D6;
    - (ii) evidence of the workers compensation coverage specified in C6.15;
    - (iii) the Safe Work Plan specified in D7;
    - (iv) evidence of the insurance specified in D8; and
    - (v) the performance security 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 seven (7) Working Days of receipt of the Purchase Order.
- D10.4 The City intends to award this Contract by January 19, 2012.

- D10.4.1 If the actual date of award is later than the intended date, the dates specified for Substantial Performance and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

**D11. SUBSTANTIAL PERFORMANCE**

- D11.1 The Contractor shall achieve Substantial Performance by March 8, 2012.
- D11.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D11.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

**D12. TOTAL PERFORMANCE**

- D12.1 The Contractor shall achieve Total Performance by March 22, 2012.
- D12.2 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.
- D12.3 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.

**D13. LIQUIDATED DAMAGES**

- D13.1 If the Contractor fails to achieve Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:
- (a) Substantial Performance – five hundred dollars (\$500.00);
  - (b) Total Performance – three hundred dollars (\$300.00).
- D13.2 The amounts specified for liquidated damages in D13.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance or Total Performance by the days fixed herein for same.
- D13.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

**CONTROL OF WORK**

**D14. JOB MEETINGS**

- D14.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need

to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D14.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

**D15. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D15.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

**MEASUREMENT AND PAYMENT**

**D16. INVOICES**

D16.1 Further to C12, the Contractor shall submit an invoice for each order delivered to:

The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-0864  
Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)

D16.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D16.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D16.4 Bids Submissions must be submitted to the address in B7.5.

**D17. PAYMENT**

D17.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**WARRANTY**

**D18. WARRANTY**

D18.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

- (a) For the purpose of Performance Security, the warranty period shall be one (1) year.

D18.2 Notwithstanding C13.2, 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.

- D18.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

**FORM H1: PERFORMANCE BOND**  
(See D9)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

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

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

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

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

BID OPPORTUNITY NO. 987-2011

NEW HANGING FRAME FOR INFLATABLE SEWER PIPE PLUGS  
AT 360 MCPHILLIPS

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

**SIGNED AND SEALED**  
in the presence of:

\_\_\_\_\_  
(Witness as to Principal if no seal)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)**  
(See D9)

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

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 987-2011

NEW HANGING FRAME FOR INFLATABLE SEWER PIPE PLUGS  
AT 360 MCPHILLIPS

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

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

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

\_\_\_\_\_ Canadian dollars.

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

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

Partial drawings are permitted.

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

\_\_\_\_\_  
(Address)

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

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

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

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

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

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

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

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS AND DRAWINGS**

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
	Cover Sheet
9888	New Hanging Frame for Inflatable Sewer Pipe Plugs at 360 McPhillips - Plans and Section
9889	New Hanging Frame for Inflatable Sewer Pipe Plugs at 360 McPhillips – Sections and Details

#### **E2. TEMPORARY USE OF CITY EQUIPMENT**

- E2.1 City systems and equipment shall not be used during construction without the Contract Administrator's written permission. The Contract Administrator reserves the right to withdraw said permission if, in his opinion, proper care and maintenance are not provided.

#### **E3. MOBILIZATION AND DEMOBILIZATION**

- E3.1 Mobilization and Demobilization will include but not be limited to start-up costs, equipment set-up and removal, field office and storage facilities set-up, and Site clean-up and removal.
- E3.2 Measurement and Payment
- (a) Mobilization and demobilization shall be paid for under the Contract Lump Sum Price, which shall include payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the Work included in this Specification.

#### **E4. SITE SECURITY**

- E4.1 The Contractor shall be responsible for security of the Site during the Work.
- E4.2 Site security shall be incidental to the Work and no separate payment will be made.

## **E5. SALVAGED MATERIAL**

E5.1 All salvaged material shall become the property of the Contractor unless specifically noted otherwise by the Contract Administrator, and shall be removed from the Site.

E5.2 Measurement and Payment

- (a) Salvaged material shall be paid for under the Contract Lump Sum Price, which shall include payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the Work included in this Specification.

## **E6. SHOP DRAWINGS**

E6.1 Description

- (a) This Specification shall revise, amend, and supplement the requirements of CW 1100.
  - (i) The term 'shop drawings' means drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data including Site erection drawings which are to be provided by the Contractor to illustrate details of a portion of the Work.
  - (ii) The Contractor shall submit specified shop drawings to the Contract Administrator for review. All submissions must be in metric units. Where data is in imperial units, the correct metric equivalent shall also be shown on all submissions for Engineering review.
- (b) Shop Drawings
  - (i) Original drawings are to be prepared by the Contractor, Subcontractor, supplier, distributor, or manufacturer, which illustrate appropriate portion of Work; showing fabrication, layout, setting or erection details as specified in appropriate sections.
  - (ii) Shop drawings for the following structural components shall bear the seal of a Professional Engineer registered to practice in the Province of Manitoba.
    - (i) Structural Steel.
    - (ii) Miscellaneous Metals.
- (c) Contractor's Responsibilities
  - (i) Review shop drawings, product data and samples prior to submission and stamp and sign drawings indicating conformance to the Contract requirements.
  - (ii) Verify:
    - (i) Field measurements.
    - (ii) Field construction criteria.
    - (iii) Catalogue numbers and similar data.
  - (iii) Coordinate each submission with requirements of Work and Contract Documents. Individual shop drawings will not be reviewed until all related drawings are available.
  - (iv) Notify Contract Administrator, in writing at time of submission, of deviations from requirements of Contract Documents.
  - (v) Responsibility for deviations in submission from requirements of Contract Documents is not relieved by Contract Administrator's review of submission, unless Contract Administrator gives written acceptance of specified deviations.
  - (vi) Responsibility for errors and omissions in submissions is not relieved by the Contract Administrator's review of submittals.
  - (vii) The Contractor shall make all corrections required by the Contract Administrator and shall resubmit the required number of corrected copies of Shop Drawings for review. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections requested by the Contract Administrator on previous submissions.

- (viii) After the Contract Administrator has reviewed and returned the copies, distribute the copies to sub-trades as appropriate.
  - (ix) Maintain one (1) complete set of reviewed shop drawings, filed by Specification Section Number, at the Site of Work for use and reference of the Contract Administrator and Sub-Contractors.
- (d) Submission Requirements
- (i) Schedule submissions at least 7 Calendar days before dates reviewed submissions will be needed, and allow for a 7 Calendar day period for review by the Contract Administrator of each individual submission and re-submission, unless noted otherwise in the Contract Documents.
  - (ii) Submit three (3) paper prints of shop drawings. The Contractor is advised that the Contract Administrator will retain one and return two (2) copies of all submittals to the Contractor.
  - (iii) Accompany submissions with a transmittal letter, containing:
    - (i) Date.
    - (ii) Project title and bid opportunity number.
    - (iii) Contractor's name and address.
    - (iv) Number of each shop drawing, product data, and sample submitted.
    - (v) Specification section, title, number, and clause.
    - (vi) Drawing number and detail/section number.
    - (vii) Other pertinent data.
    - (iv) Submissions shall include:
      - (i) Date and revision dates.
      - (ii) Project title and bid opportunity number.
      - (iii) Name of:
        - ◆ Contractor.
        - ◆ Subcontractor.
        - ◆ Supplier.
        - ◆ Manufacturer.
        - ◆ Separate detailer when pertinent.
    - (iv) Identification of product of material.
    - (v) Relation to adjacent structure or materials.
    - (vi) Field dimensions, clearly identified as such.
    - (vii) Specification section name, number and clause number, or drawing number and detail/section number.
    - (viii) Applicable standards, such as CSA or CGSB numbers.
    - (ix) Contractor's stamp, initialed or signed, certifying review of submission, verification of field measurements, and compliance with contract documents.
- (e) Other Considerations
- (i) Fabrication, erection, installation, or commissioning may require modifications to equipment or systems to conform to the design intent. Revise pertinent shop drawings and resubmit.
  - (ii) Material and equipment delivered to the Site of the Works will not be paid for at least until pertinent shop drawings have been submitted and reviewed.
  - (iii) Incomplete shop drawing information will be considered as stipulated deductions for the purposes of progress payment certificates.
  - (iv) No delay or cost claims will be allowed that arise because of delays in submissions, re-submissions, and review of shop drawings.
  - (v) If the Contract Administrator requests details or items on shop drawings, which the Contractor believes require extra payment or contract time, the Contractor

shall make any claims forthwith and receive acceptance, as extra Work, or rejection, before fabrication proceeds.

E6.2 Measurement and Payment

- (a) Preparation, submission, and revisions of shop drawings shall be incidental to the Work and no separate payment will be made.

**E7. FABREEKA BEARING PADS**

E7.1 Description

This specification shall cover fabrication and installation of Fabreeka bearing pads.

E7.2 Materials

- (a) Fabreeka pads shall be 3 mm thick Fasco SA47 as manufactured by Fabreeka International.

E7.3 Construction Methods

- (a) Place Fabreeka bearing pads in accordance with the manufacturer's instructions.

E7.4 Measurement and Payment

- (a) Fabrication and installation of Fabreeka bearing pads will be paid at the Contract Lump Sum Price which shall include payment in full for supplying all materials and for performing all operations herein described, and all other items incidental to the Work.

**E8. STRUCTURAL STEEL FABRICATION AND MISCELLANEOUS METALS**

E8.1 Description

This specification shall cover the supply, fabrication, transportation, handling, delivery and placement of structural steel and miscellaneous metals.

E8.2 Materials

- (a) All materials shall be of a type acceptable to the Contract Administrator, and shall be subject to inspection and testing by the Contractor Administrator.
- (b) Material intended for use in the various assemblies shall be new, straight, clean, with sharply defined profiles.
- (c) Steel Sections and Plates: to CAN/CSA G40.20/G40.21, Grade 300 W, except W, HP and HSS sections, which shall be Grade 350 W.
- (d) Hot-rolled bar flat products in accordance with CAN3-G312.1 and CAN3-G312.2 Standards.
- (e) Welding materials: to CSA W59.
- (f) Anchor bolts and fasteners: to ASTM A325, of ample section to safely withstand the forces created by operation of the equipment or the load to which they will be subjected.
- (g) Steel fabrications and miscellaneous metals to be primed and painted after installation in accordance with E9.

E8.3 Construction Methods

- (a) Submittals
  - (i) The Contractor shall submit the qualifications of the fabricator and welders to the Contract Administrator for acceptance.
  - (ii) Submit shop drawings in accordance with E6 clearly indicating materials, core thickness, finishes, connections, joints, method of anchorage, number of

anchors, supports, reinforcement, details and, accessories. Indicate field measurements on shop drawings.

(b) Fabrication

- (i) Fabricate work square, true, straight and accurate to required size, with joints closely fitted and properly secured. Assemble work in such a way that no disfigurements will show in the finished work, or impair the strength.
- (ii) Confirm measurements for all fabrications before fabricating.
- (iii) Pieces shall be of the sizes indicated on the Drawings and shall not be built up from scrap pieces. Confirm sizes with field measurements.
- (iv) Where possible, fit work and shop assemble, ready for erection.
- (v) Remove and grind smooth burrs, filings, sharp protrusions, and projections from metal fabrications to prevent possible injury. Correct any dangerous or potentially harmful installations as directed by the Contract Administrator.
- (vi) All steel welding shall conform to CSA Standard W59. Fabricator shall be fully approved by the Canadian Welding Bureau, in conformance with CSA Standard W47.1. Welding shall be done by currently licensed welders only.
- (vii) Ensure exposed welds are continuous for length of each joint. File or grind exposed welds smooth and flush.

(c) Erection

- (i) Perform steel welding work in accordance with CSA W59.
- (ii) Erect metalwork in accordance with reviewed shop drawings, square, plumb, straight, and true, accurately fitted, with tight joints and intersections.
- (iii) Provide suitable means of anchorage acceptable to Contract Administrator such as dowels, anchor clips, bar anchors, expansion bolts and shields, and toggles where not specifically indicated on the Drawings.
- (iv) Provide components for building in accordance with shop drawings and schedule.
- (v) Make field connections with bolts to CAN/CSA-S16, or weld.
- (vi) Touch-up rivets, bolts and burnt or scratched surfaces that are to receive paint finish, with zinc primer after completion of erection.

**E8.4 Measurement and Payment**

Supply, fabrication, transportation, handling, delivery and placement of structural steel and miscellaneous metals will be paid for at the Contract Lump Sum Price in full for supplying all materials and for performing all operations herein described, and all other items incidental to the work.

**E9. PAINTING**

**E9.1 Description**

- (a) This Specification shall cover the supply and placement of all painting work.

**E9.2 Materials**

**E9.2.1 Paint**

- (a) Only paint materials listed in the MPI Approved Products List (APL) are acceptable for use on the project, except where other products are specified.
- (b) Paint materials for each coating formula to be products of a single manufacturer.
- (c) Colour shall match the colour of the existing crane in the building and shall be approved by the Contract Administrator. Selection of colours will be from manufacturer's full range of colours.

- (d) Primer and paint to be anti-corrosive.

### E9.3 Paint Finishes

- (a) Except for Formula 1 (epoxy) use Master Painters Institute (MPI) finishing formulae as specified below.
- (b) Formula 2: for shop primed and unprimed ferrous metal surfaces:
  - (i) MPI EXT 5.1D - Alkyd G5 (semi-gloss) finish premium grade.

### E9.4 Construction Methods

#### E9.4.1 Standard of Acceptance

- (a) Final coat to exhibit uniformity of colour and uniformity of sheen across full surface area.

#### E9.4.2 Delivery, Storage and Handling

- (a) Deliver and store materials in original containers, sealed with labels intact.
- (b) Indicate on containers or wrappings:
  - (i) Manufacturer's name and address.
  - (i) Type of paint.
  - (ii) Compliance with applicable standard.
  - (iii) Colour number in accordance with colour schedule provided by Contract Administrator.
- (c) Observe manufacturer's recommendations for storage and handling.

#### E9.4.3 Environmental Requirements

- (a) Safety: comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling storage, and disposal of hazardous materials.
- (b) Ventilation: ventilate area of work by use of approved portable supply and exhaust fans.
- (c) Provide temporary heating where permanent facilities are not available to maintain minimum recommended temperatures.
- (d) Apply paint finish only in areas where dust is no longer being generated by related construction operations such that airborne particles will not affect the quality of the finished surface.
- (e) Apply paint only when surface to be painted is dry and adequately prepared.

#### E9.4.4 Extra Materials

- (a) Submit one 4-litre can of each type and colour of primer and finish coating. Identify colour and paint type in relation to established colour schedule and finish formula.
- (b) Deliver to The City and store where directed.

#### E9.4.5 Protection

- (a) Cover or mask floors, walls, and equipment adjacent to areas being painted to prevent damage and to protect from paint drops and splatters. Use non-staining coverings.
- (b) Protect items that are permanently attached such as name plates on equipment.

- (c) Protect factory finished products and equipment.

#### E9.4.6 Cleaning and Surface Preparation

- (a) Clean and prepare surfaces in accordance with MPI Painting Specification Manual requirements. Refer to MPI Manual in regard to specific requirements and as follows:
  - (i) Remove dust, dirt, and other surface debris by vacuuming, wiping with dry, clean cloths or compressed air.
  - (ii) Wash surfaces with a biodegradable detergent and bleach where applicable and clean warm water using a stiff bristle brush to remove dirt, oil and other surface contaminants.
  - (iii) Rinse scrubbed surfaces with clean water until foreign matter is flushed from surface.
  - (iv) Allow surfaces to drain completely and allow to dry thoroughly.
- (b) Prevent contamination of cleaned surfaces by salts, acids, alkalis, other corrosive chemicals, grease, oil and solvents before prime coat is applied and between applications of remaining coats. Apply primer, paint, or pre-treatment as soon as possible after cleaning and before deterioration occurs.
- (c) Clean metal surfaces to be painted by removing rust, loose mill scale, welding slag, dirt, oil, grease and other foreign substances in accordance with MPI requirements. Remove traces of blast products from surfaces, pockets and corners to be painted.
- (d) Touch up shop primers with primer as specified in applicable section.

#### E9.4.7 Application

- (a) Apply paint in accordance with manufacturer's application instructions unless specified otherwise.
- (b) Apply each coat of paint as a continuous film of uniform thickness. Repaint thin spots or bare areas before next coat of paint is applied.
- (c) Allow surfaces to dry and properly cure after cleaning and between subsequent coats for minimum time period as recommended by manufacturer.
- (d) Apply a minimum of one coat of primer and two coats of paint following the primer.
- (e) Sand and dust between each coat to remove visible defects.

#### E9.4.8 Restoration

- (a) Remove paint splashings on exposed surfaces that were not painted. Remove smears and spatter immediately as operations progress, using compatible solvent.

#### E9.5 Measurement and Payment

- (a) Painting shall be paid for under the Contract Lump Sum Price, which shall include payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the Work included in this Specification.

### **E10. COOPERATION WITH OTHERS**

- E10.1 Further to C6.23, the Contractor's attention is directed to the fact that staff of the City of Winnipeg will be working in the areas on or adjoining the site. The activities of this agency may coincide with the Contractor's execution of the Work, and it will be the Contractor's responsibility to cooperate to the fullest extent with personnel working in the area, and such cooperation is an obligation of the Contractor under the terms of this contract.