



THE CITY OF WINNIPEG

TENDER

TENDER NO. 478-2023

HURST REGIONAL PUMPING STATION CHILLER AND CONTROLS UPGRADES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 HURST REGIONAL PUMPING STATION CHILLER AND CONTROLS UPGRADES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, August 25, 2023.

B2.2 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 at 9:00 a.m. on August 10, 2023 to provide Bidders access to the Site.

B3.2 The Bidder is advised that Site access into facilities is restricted and Site viewing is limited. The City will provide access into the facility where the Work will be done. Access to view the Site can only be made under the supervision of an authorized City representative.

B3.3 The Bidder is required to register for the Site investigation by 4:00 p.m. Winnipeg time, August 8, 2023 by contacting the Contract Administrator identified D6.

B3.4 Bidders registered for the Site investigation must provide the Contract Administrator identified in D6.1 with a Public Safety Verification Check obtained not earlier than one (1) year prior to the Site investigation.

- (a) The Public Safety Verification Check can be obtained from Sterling BackCheck. Bidders will need to setup a Sterling BackCheck account prior to requesting individual background checks. This process should be done 72 hours prior to requesting the first check. The account can be setup using the following link:

<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>

Note that the check will take a minimum of 48 hours to complete. Refer to PART F - Security Clearance for further information.

- (b) The results of the Public Safety Verification Check must be received by the City directly through Sterling Talent Solutions. Bidders must set up an account with Sterling Talent Solutions under their company name and grant Sterling Talent Solutions permission to share the results of the Public Safety Verification Check with the City of Winnipeg.

B3.5 Bidders will not be allowed to take pictures at the Site investigation. The Bidder may request pictures of specific areas from the Contract Administrator. The pictures will be then issued to all the Bidders registered for the Site investigation.

B3.6 CSA approved safety footwear are required for all personnel attending the Site investigation.

B3.7 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 D6.1.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender, 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 Tender 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 Tender 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.
- B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
 - (b) becomes publicly known other than through the Bidder; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.
- B6.2 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.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Bidder is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D6.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 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.

B7.4 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.

B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their 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.

B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.

B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.

B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base their 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 B18.

B7.9 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.

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices;
 - (c) Form G1: Bid Bond and Agreement to Bond.
- B8.2 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.
- B8.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B8.3.1 Bids will **only** be accepted electronically through MERX.
- B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B18.1(a).

B9. BID

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, their 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 their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their 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 their duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than their 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.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B9.5 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.

B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Notwithstanding C12.2.3(c), prices on Form B: Prices shall not include the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.1.2 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D33. Any such costs shall be determined in accordance with D33.
- B10.2 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.
- B10.3 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.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B10.5.1 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

B11. DISCLOSURE

- B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B11.2 The Persons are:
- (a) Trek Geotechnical Inc.
 - (i) Hurst Regional Pumping Station Cooling Upgrades - Geotechnical Report (Revised); report of geotechnical investigations performed at the Hurst Pumping Station in October 2021, including foundation requirements, and information on temporary excavations, and Site drainage.
 - (b) KGS Group
 - (i) Hurst Pumping Station Structural Repairs & Drainage Building Upgrades Pipe Loading Assessment – Final; memorandum dated June 19, 2020 for a loading assessment of buried infrastructure at the Hurst Regional Pumping Station.

B12. CONFLICT OF INTEREST AND GOOD FAITH

- B12.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B12.3 In connection with their Bid, each entity identified in B12.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B12.4 Without limiting B12.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of their employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B13. QUALIFICATION

B13.1 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.
- B13.2 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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B13.3 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);
 - (d) have a Licenced Mechanical Contractor and an Electrical Contractor as defined in D5;
 - (e) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.5 and D8); and
 - (f) ensure that all personnel working at the Site have security clearances as described in PART F - Security Clearances that have been reviewed and accepted by the City.
- B13.4 Further to B13.3(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/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
 - (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ 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/>.
- B13.5 Further to B13.3(e), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B13.6 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.

B13.7 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.

B14. BID SECURITY

B14.1 The Bidder shall include in their Bid Submission bid security in the form of a digital bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in Form G1: Bid Bond and Agreement to Bond, available on The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/MatMgt/templates/files/eBidsecurity.pdf>.

B14.2 Bid security shall be submitted in a digital format meeting the following criteria:

- (a) The version submitted by the Bidder must have valid digital signatures and seals;
- (b) The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B14.2(b).

B14.3 Bonds failing the verification process will not be considered to be valid and the bid shall be determined to be non-responsive in accordance with B18.1(a).

B14.4 Bonds passing the verification process will be treated as original and authentic.

B14.4.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.

B14.5 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly formed with the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

B14.6 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Tender.

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

B15.1 Bids will not be opened publicly.

B15.2 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 MERX website at www.merx.com.

B15.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.

B15.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B15.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16. IRREVOCABLE BID

B16.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B16.2 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 until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B17. WITHDRAWAL OF BIDS

B17.1 A Bidder may withdraw their Bid without penalty at any time prior to the Submission Deadline.

B18. EVALUATION OF BIDS

B18.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation there from (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

B18.2 Further to B18.1(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.

B18.3 Further to B18.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.

B18.4 Further to B18.1(c), the Award Authority may reject a Bid as being non-responsive if it exceeds the funds available as shown in D3.1 .

B18.5 Further to B18.1(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.

B18.5.1 Further to B18.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B18.5.2 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

B19. AWARD OF CONTRACT

B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B19.2 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 qualified, and the Bids are determined to be responsive.

- B19.2.1 Without limiting the generality of B19.2, 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 their 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.
- B19.3 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of D33 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B19.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.
- B19.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2020 01 31) 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
- C0.2 A reference in the Tender 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. FORM OF CONTRACT DOCUMENTS

D2.1 Notwithstanding C4.1(c) and C4.4, the Contract Documents will be provided to the Contractor electronically and there will be no requirement for execution and return to the City by the Contractor. Accordingly, the provisions under C4.4(a) and C4.4(b) are no longer applicable.

D3. SCOPE OF WORK

D3.1 The funds available for this contract are \$900,000.00.

D3.2 The Work to be done under the Contract shall consist of the replacement of the existing chilled water system at the Hurst Regional Pumping Station (RPS).

D3.3 The major components of the Work are as follows:

- (a) the installation of a new air-cooled chiller;
- (b) the supply and installation of a new Chilled Water System;
- (c) testing, adjusting, and balancing of the air and hydronic systems;
- (d) the supply and installation of MCC buckets with all required system and components;
- (e) the supply and installation of an HVAC PLC panel including all HVAC upgrades;
- (f) the programming of the HVAC PLC, including chiller interface and control;
- (g) the supply and installation of electrical distribution equipment;
- (h) the supply and installation of motor starters with all required conduit and cabling;
- (i) the supply and installation of controls and instrumentation;
- (j) provide configuration of all motor starter settings and controls;
- (k) provision of automation upgrades;
- (l) the demolition and removal of existing equipment to be replaced;
- (m) the provision of asbestos abatement to accommodate the Work; and
- (n) the completion of minor structural repairs to accommodate the Work as required.
- (o) Refer to the drawing set and specifications for additional details.

D3.4 The following shall apply to the Services:

- (a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions;
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>
- (b) Universal Design Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
- (c) City of Winnipeg Water and Waste Department WWD CAD/GIS Standards;
<https://winnipeg.ca/waterandwaste/pdfs/dept/CAD-GIS-Specifications.pdf>
- (d) City of Winnipeg Water & Waste Department Identification Standard; and
- (e) City of Winnipeg Water & Waste Department Electrical Design Guide.

D4. SITE INVESTIGATION DUE DILIGENCE AND RISK

D4.1 Notwithstanding C3.1, the Contractor acknowledges that the site investigation reports and other site information included in this Tender have been provided to it and may be relied upon by the Contractor to the extent that the Contractor uses Good Industry Practice in interpreting such report(s) and site information and carries out the Work in accordance with Good Industry Practice based upon such report(s) and the information contained in them and such other site information. In the event that a site condition related to:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the Site conditions, including but not limited to subsurface hazardous materials or other concealed physical conditions;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect the performance of the Work;

that could not have been “properly inferable”, “readily apparent” and readily discoverable” using Good Industry Practice by the Contractor, results in additional Work which is a direct result of this newly discovered site condition, such additional Work will be considered by the City under Changes in Work.

D5. DEFINITIONS

D5.1 When used in this Tender:

- (a) **“AABC”** means the Associated Air Balance Council;
- (b) **“ACM”** means asbestos containing materials;
- (c) **“ASHRAE”** means the American Society of Heating, Refrigeration and Air-Conditioning Engineers;
- (d) **“Authority Having Jurisdiction”** and **“AHJ”** means an organization, office or individual responsible for enforcing the requirements of a code, standard or by-law, or for approving equipment, materials, and installation or a procedure, which is typically in reference to the local inspection authority;
- (e) **“As-Built”** means an accurate and complete record of the construction Work undertaken by the Contractor, resulting in adjustments and markups made to the construction set of documents;
- (f) **“CEC”** means the Canadian Electrical Code (CSA C22.1) plus all City of Winnipeg amendments to the code, as contained in The Winnipeg Electrical By-Law 72/2022;
- (g) **“Certificate of Final Inspection”** means the certificate of final inspections, obtained from the City of Winnipeg inspections department;
- (h) **“Chilled Water System”** means chilled water piping filled with the proper fluid, connected to the chiller and air handler unit cooling coils complete with functional circulation pumps, functional glycol fill station, hydronic fittings and valves, expansion tank, air separator, and other pertinent components critical to proper system operation including all electrical, instrumentation, and controls components installed, tested, and ready for automated operation by the HVAC PLC;
- (i) **“Chlorinator Room”** means the space containing the RPS chlorinators and chlorine eductors;
- (j) **“CIC”** means Control and Instrumentation Cable (run in conduit);

- (k) “**Control Room**” means the office located on grade level of the Hurst RPS;
- (l) “**CPM**” means critical path method;
- (m) “**Critical Infrastructure**” means components of the system that cannot typically be taken out of service for extended periods to facilitate construction and inadvertent damage caused to the component would likely have catastrophic consequences;
- (n) “**HVAC**” means Heating, Ventilation, and Air-Conditioning;
- (o) “**HMI**” means Human-Machine Interface or the user interface that connects an operator to the controller for an industrial system;
- (p) “**Hurst RPS**” means Hurst Regional Pumping Station;
- (q) “**I/O**” means an input/output signal for automation systems;
- (r) “**ILD**” means Instrument Loop Diagram;
- (s) “**LED**” means Light-Emitting Diode;
- (t) “**Licenced Electrical Contractor**” means an individual meeting the requirements of the Manitoba Electricians’ Licence Act (C.C.S.M. c. E50) and the Manitoba Electricians Licensing Regulation (186/87 R);
- (u) “**Licenced Mechanical Contractor**” means an M-Prime contractor licensed by the City. M-Prime Contractors may obtain permits for any work on HVAC systems, hazardous process systems, or fire protection systems where the work is to be performed by a M1 licenced contractor and/or a M2 licenced contractor;
- (v) “**MCC**” means Motor Control Centre;
- (w) “**NEBB**” means National Environmental Balancing Bureau;
- (x) “**P&ID**” means Piping and Instrumentation Diagram and/or Process and Instrumentation Diagram is a technical drawing shows the piping and process/utility equipment together with the automation devices;
- (y) “**PLC**” means Programmable Logic Controller;
- (z) “**Pump Floor**” means the below grade level of the Hurst RPS containing the distribution pumps, discharge header, generators, and the existing water-cooled chiller;
- (aa) “**PVC**” means Polyvinyl Chloride;
- (bb) “**Record Drawing**” means an accurate and complete record of the construction Work undertaken by the Contractor, and prepared by the reviewing professional after verifying in detail the actual conditions of the completed project as a result of adjustments and markups made to the construction set of documents. The drawings shall bear the seal of the responsible professional;
- (cc) “**Supply Chain Disruption**” means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;
- (dd) “**TAB**” means Testing, Adjusting, and Balancing; and
- (ee) “**Tonner Room**” means the rooms in the Hurst RPS which are at grade level and contain the chlorine gas tonners and the chlorine scales.

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is AECOM Canada Ltd., represented by:

Claude Courchaine, P. Eng.
Mechanical Engineer

Telephone No. 204 928-7415

Email Address claudc.courchaine@aecom.com

D6.2 At the pre-construction meeting, Mr. Courchaine will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D7. CONTRACTOR'S SUPERVISOR

D7.1 At the pre-construction meeting, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D8.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D8.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D8.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

D9. UNFAIR LABOUR PRACTICES

D9.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.

D9.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.

D9.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).

D9.4 Failure to provide the evidence required under D9.3, may be determined to be an event of default in accordance with C18.

D9.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair

Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.

- D9.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D9.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D9.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D9.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

D10. FURNISHING OF DOCUMENTS

- D10.1 Upon award of the Contract, the Contractor will be provided with 'issued for construction' Contract Documents electronically, including Drawings in PDF format only.

SUBMISSIONS

D11. AUTHORITY TO CARRY ON BUSINESS

- D11.1 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.

D12. SAFE WORK PLAN

- D12.1 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 Documents, if applicable.
- D12.2 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>
- D12.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D13. INSURANCE

- D13.1 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) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) all risks course of construction insurance, including testing and commissioning, in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and The City of Winnipeg, at all times during the performance of the Work and until the date of Total Performance.

D13.2 If required, the Contractor and/or sub-contractor involved in the use of the City's crane, to provide evidence of D12.1(a) with certificate of insurance to state that riggers liability is included.

D13.3 All subcontractors performing work on the project shall provide the Contractor with evidence of comparable insurances as outlined in D12.1(a) and (b) above and be in good standing with Workers Compensation Board of Manitoba and maintain insurance and workers compensation coverage throughout the performance of the Work. The Contractor shall provide the contract administrator with evidence of same prior to the commencement of the any Work.

D13.4 Deductibles shall be borne by the Contractor.

D13.5 All policies to be taken out with insurers licensed to carry of business in the Province of Manitoba.

D13.6 The Contractor shall provide the City Solicitor 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 the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

D13.7 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.

D14. CONTRACT SECURITY

D14.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond 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; and
- (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price.

D14.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:

- (a) the version submitted by the Contractor must have valid digital signatures and seals;
- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.

- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D14.1(b).

D14.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in their discretion, exercised reasonably, allows.

D14.1.3 Digital bonds passing the verification process will be treated as original and authentic.

D14.2 The Contractor shall provide the Contract Administrator identified in D6 with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of an award letter and 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 Documents, if applicable.

D14.3 The Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:

- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D14.1(b); and
- (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

D15. SUBCONTRACTOR LIST

D15.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D16. EQUIPMENT LIST

D16.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least two (2) 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 Documents, if applicable.

D17. DETAILED WORK SCHEDULE

D17.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) 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 Documents, if applicable.

D17.2 The detailed work schedule shall consist of the following:

- (a) a critical path method (C.P.M.) schedule for the Work;
- (b) a Gantt chart for the Work based on the C.P.M. schedule; and
- (c) a daily manpower schedule for the Work;

all acceptable to the Contract Administrator.

- D17.3 Further to D17.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path.
- (a) Commencement date.
 - (b) New Chilled Water System ready for connection to City supplied Chiller.
 - (c) Completion of the chiller manufacturer's recommended pre-start testing and associated pre-start checklist.
 - (d) Completion of Form 102: Certificate of Satisfactory Installation (see PART G - FORMS).
 - (e) Completion of Form 103: Certificate of Equipment Satisfactory Performance (see PART G - FORMS).
 - (f) Completion of Form 104: Certificate of Satisfactory System Performance (see PART G - FORMS).
 - (g) Total Performance.
- D17.4 Further to D17.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.
- D17.5 Further to D17.2(c), the daily manpower schedule shall list the daily number of individuals on the Site for each trade.

SCHEDULE OF WORK

D18. COMMENCEMENT

- D18.1 The Contractor shall not commence any Work until they are in receipt of an award letter from the Award Authority authorizing the commencement of the Work.
- D18.2 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 D11;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D12;
 - (iv) evidence of the insurance specified in D13;
 - (v) the contract security specified in D14;
 - (vi) the Subcontractor list specified in D15;
 - (vii) the equipment list specified in D16;
 - (viii) the detailed work schedule specified in D17;
 - (ix) the direct deposit application form specified in D29; and
 - (x) all completed security clearances as specified in PART F – Security Clearance.
 - (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.
- D18.3 The City intends to award this Contract by September 15, 2023
- D18.3.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D19. WORK BY OTHERS

- D19.1 Further to C6.25, the Contractor's attention is directed to the fact that other Contractors, the personnel of Utilities and the staff of the City may be working within the project limit, approach

roadway, adjacent roadways or right-of-way. The activities of these agencies may coincide with the Contractors execution of Work and it will be the Contractor's responsibility to cooperate to the fullest extent with other personnel working in the area, and such cooperation is an obligation of the Contractor under the terms of Contract.

D19.2 Work by others on or near the Site will include but not necessarily be limited to:

(a) City Operations Staff.

D19.3 Further to D19.1 the Contractor shall cooperate and coordinate all activities with all parties performing required Work by Others identified in D19.1 and accommodate the necessary area on Site required for the Work by Others to complete the Work

D20. CRITICAL STAGES

D20.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

(a) New Chilled Water System ready for connection to City supplied Chiller by April 19, 2024.

(b) Completion of the chiller manufacturer's recommended pre-start testing and associated pre-start checklist by May 6, 2024.

(c) Completion of Form 104: Certificate of Satisfactory System Performance by May 17, 2024.

D21. SUBSTANTIAL PERFORMANCE

D21.1 The Contractor shall achieve Substantial Performance by May 17, 2024.

D21.2 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 re-inspected.

D21.3 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.

D22. TOTAL PERFORMANCE

D22.1 The Contractor shall achieve Total Performance by June 21, 2024.

D22.2 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 re-inspected.

D22.3 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.

D23. LIQUIDATED DAMAGES

D23.1 If the Contractor fails to achieve Critical Stages, 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 Calendar Day for each and every Calendar Day following the days fixed herein for same during which such failure continues:

(a) New Chilled Water System ready for connection to City supplied Chiller – six hundred fifty dollars (\$650);

- (b) Completion of the chiller manufacturer's recommended pre-start testing and associated pre-start checklist – seven hundred fifty dollars (\$750);
- (c) Completion of Form 104: Certificate of Satisfactory System Performance – seven hundred fifty dollars (\$750);
- (d) Total Performance – six hundred fifty dollars (\$650);
- (e) New Chilled Water System ready for connection to City supplied Chiller and Completion of the chiller manufacturer's recommended pre-start testing and associated pre-start checklist – one thousand dollars (\$1000);
- (f) New Chilled Water System ready for connection to City supplied Chiller and Completion of the chiller manufacturer's recommended pre-start testing and associated pre-start checklist and Completion of Form 104: Certificate of Satisfactory System Performance – one thousand one hundred dollars (\$1100);
- (g) New Chiller Water System ready for connection to City supplied Chiller and Completion of the chiller manufacturer's recommended pre-start testing and associated pre-start checklist and Completion of Form 104: Certificate of Satisfactory System Performance and Total Performance – one thousand dollars (\$1000).

D23.2 The amounts specified for liquidated damages in D23.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance or Total Performance by the days fixed herein for same.

D23.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D24. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

D24.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.

D24.2 If the Contractor is delayed in the performance of the Work by reason of Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D24.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to availability ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.

D24.4 For any delay related to supply chain disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D24.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D24.5 The Work schedule, including the durations identified in D20 to D22 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.

D24.6 Where Work not previously identified is being carried over solely as a result of delays related to Supply Chain Disruption, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to Supply Chain Disruption, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.

D24.7 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D25. SCHEDULED MAINTENANCE

D25.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

(a) Perform maintenance of the Chiller prior to Total Performance;

D25.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

CONTROL OF WORK

D26. JOB MEETINGS

D26.1 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.

D26.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

D27. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D27.1 Further to C6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D28. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D28.1 Further to B13.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

MEASUREMENT AND PAYMENT

D29. PAYMENT

D29.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

WARRANTY

D30. WARRANTY

D30.1 Warranty is as stated in C13.

DISPUTE RESOLUTION

D31. DISPUTE RESOLUTION

- D31.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D31.
- D31.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"
- D31.1 The entire text of C21.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.
- D31.2 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D31.3 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D31.4 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D31.5 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D31.6 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D31.5, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

INDEMNITY

D32. INDEMNITY

D32.1 Indemnity shall be as stated in C17.

D32.2 Notwithstanding C17.1, the Contractor shall save harmless and indemnify the City in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the Contractor, their Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:

- (a) accidental injury to or death of any person whether retained by or in the employ of the contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
- (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
- (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
- (d) any claim for lien or trust claim served upon the City pursuant to The Builders' Liens Act;
- (e) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;
- (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
- (g) inaccuracies in any information provided to the City by the Contractor.

D32.3 Further to C17, The City shall save harmless and indemnify the Contractor in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the City, their employees or agents in the performance of its obligation under the Contract.

THIRD PARTY AGREEMENTS

D33. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D33.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D33.2 Further to D33.1, in the event that the obligations in D33 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D33.3 For the purposes of D33:

- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D33.4 Modified Insurance Requirements

D33.4.1 If not already required under the insurance requirements identified in D13, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two

million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.

- D33.4.2 If not already required under the insurance requirements identified in D13, the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D33.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D33.4.4 Further to D13.6, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D33.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D33.5 Indemnification By Contractor

- D33.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D33.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

D33.6 Records Retention and Audits

- D33.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D33.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D33.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the

Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D33.7 Other Obligations

- D33.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D33.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D33.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D33.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D33.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D33.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

FORM H1: PERFORMANCE BOND
(See D14)

KNOW EVERYONE 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

TENDER NO. 478-2023

HURST REGIONAL PUMPING STATION CHILLER AND CONTROLS UPGRADES

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: LABOUR AND MATERIAL PAYMENT BOND
(See D14)

KNOW EVERYONE BY THESE PRESENTS THAT

his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Principal"), and

his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), for the use and benefit of claimants as herein below defined, in the amount of

_____ dollars (\$_____)

of lawful money of Canada, for the payment whereof we, the Principal and the Surety jointly and severally bind ourselves firmly by these presents.

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

TENDER NO. 478-2023

HURST REGIONAL PUMPING STATION CHILLER AND CONTROLS UPGRADES

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 promptly make payment to all claimants as hereinafter defined, for all labour, service and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject, however, to the following conditions:

- (a) A claimant is defined as one having a direct contract with the Principal for labour, service and material, or any of them, used or reasonably required for use in the performance of the contract, labour, service and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment (but excluding rent of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract;
- (b) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work, labour or service was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon;
- (c) No suit or action shall be commenced hereunder by any claimant
 - (i) unless claimant shall have given written notice to the Principal and the Surety above-named, within one hundred and twenty (120) days after such claimant did or performed the last of the work, labour or service, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work, labour or service was done or performed. Such notice shall be served by mailing the same by registered mail to the Principal, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the Province of Manitoba;

- (ii) after the expiration of one (1) year following the date on which Principal ceased work on said Contract; including work performed under the guarantees provided in the Contract;
 - (iii) other than in a court of competent jurisdiction in the Province of Manitoba.
- (d) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.
- (e) The Surety shall not be liable for a greater sum than the specified penalty of this bond.

The Principal and Surety hereby agree that The Guarantors' Liability Act (Manitoba) shall apply to this Bond.

IN TESTIMONY WHEREOF, the Principal has hereunto set its hand affixed its seal, and the Surety has caused these presents to be sealed and with its corporate seal duly attested by the authorized signature of its signing authority this

_____ 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 K: EQUIPMENT
(See D16)

HURST REGIONAL PUMPING STATION CHILLER AND CONTROLS UPGRADES

<p>1. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>2. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>3. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

FORM K: EQUIPMENT
(See D16)

HURST REGIONAL PUMPING STATION CHILLER AND CONTROLS UPGRADES

<p>4. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>5. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>6. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

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 their 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 Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.4 The following are applicable to the Work:

NMS SPECIFICATIONS	
DIVISION 01	GENERAL REQUIREMENTS
01 11 00	Summary of Work
01 33 00	Submittal Procedures
	Supplement – 1: Shop Drawing Submittal Title Sheet
	Supplement – 2: RFI Template
01 35 29.06	Health and Safety Requirements
01 35 43	Environmental Procedures
01 41 00	Regulatory Requirements
01 45 00	Quality Control
01 56 00	Temporary Barriers and Enclosures
01 61 00	Common Product Requirements
01 74 00	Cleaning
01 77 00	Closeout Procedures
01 78 00	Closeout Submittals
01 79 00.13	Demonstration and Training for Building Commissioning
01 91 13	General Commissioning Requirements
01 91 13.13	Commissioning Planning
01 91 13.16	Commissioning Forms
	Component Verification Form
	Commissioning Issue Tracking Log
DIVISION 02	EXISTING CONDITIONS
02 41 19.13	Selective Building Demolition
02 81 00	Hazardous Materials
02 82 00	Asbestos Abatement - Intermediate Precautions
DIVISION 05	METALS

NMS SPECIFICATIONS	
05 50 00	Metal Fabrications
DIVISION 09	FINISHES
09 91 00	Painting
DIVISION 23	HEATING, VENTILATING AND AIR CONDITIONING (HVAC)
23 05 00	Common Work Results for HVAC
23 05 15	Common Installation Requirements for HVAC Pipework
23 05 16	Expansion Fittings and Loops for HVAC Piping
23 05 19.13	Thermometers and Pressure Gauges - Piping Systems
23 05 23	Valves
23 05 29	Hangers and Supports for HVAC Piping and Equipment
23 05 48	Vibration and Seismic Controls for HVAC Piping and Equipment
23 05 53	Identification for HVAC Piping and Equipment
23 05 93	Testing, Adjusting and Balancing for HVAC
23 07 19	HVAC Piping Insulation
23 08 13	Performance Verification HVAC Systems
23 08 16	Cleaning and Start-Up of HVAC Piping Systems
23 09 33	Electric and Electronic Control System for HVAC
23 21 13.02	Hydronic Systems - Piping and Fittings
23 21 16	Hydronic Piping Specialties
23 21 23	Hydronic Pumps
23 25 00	HVAC Water Treatment
23 64 16	Centrifugal Water Chillers
DIVISION 26	ELECTRICAL
26 05 00	Common Work Results for Electrical
26 05 01.01	Submittals
26 05 05	Testing, Adjusting and Balancing of Electrical Equipment and Systems
26 05 21	Wires and Cables 0 - 1000 V
26 05 28	Grounding - Secondary
26 05 29	Fastenings and Supports
26 05 31	Splitters, Junction Boxes, Pull Boxes and Cabinets
26 05 32	Outlet Boxes, Conduit Boxes and Fittings
26 05 34	Conduits, Conduit Fastenings and Conduit Fittings
26 05 36	Cable Trays for Electrical Systems
26 08 05	Acceptance Testing
26 20 00	Electric Motors
26 27 26	Wiring Devices
26 28 18	Moulded Case Circuit Breakers
26 28 23	Disconnect Switches - Fused and Non-Fused
26 29 10	Motor Starters to 600V
DIVISION 40	PROCESS INTERCONNECTIONS
40 05 01	Common Work Results
40 80 08	Factory Acceptance Test
40 80 11	Automation Commissioning
40 90 01	Automation – Process Measurement Devices
40 92 00	Automation - Control Devices
40 94 43	Programmable Logic Controllers (Plc)

NMS SPECIFICATIONS	
40 95 13	Control Panels
40 99 01	Training
40 99 90	Maintenance And Support

DRAWINGS		
Drawing Number	Sheet	Drawing Name and Title
1-0650A-C0001	-001	MUNICIPAL - SITE PLAN
1-0650M-M0007	-001	MECHANICAL - LEGEND, GENERAL NOTES AND SCHEDULE
1-0650M-M0008	-001	MECHANICAL - DEMOLITION PLAN
1-0650M-M0009	-001	MECHANICAL - MEZZANINE & PUMP FLOOR PLAN
1-0650M-M0010	-001	MECHANICAL - DETAILS
1-0650M-P0021	-001	PROCESS & INSTRUMENTATION DIAGRAM - CHILLED WATER SYSTEM - DEMOLITION WORKS
1-0650M-P0021	-001	PROCESS & INSTRUMENTATION DIAGRAM - CHILLED WATER AND HVAC CONTROL SYSTEM
1-0650A-A0001	-001	MEZZANINE AND PUMP FLOOR LAYOUT - INSTRUMENTATION PLAN - DEMOLITION WORK
1-0650A-A0001	-001	MEZZANINE AND PUMP FLOOR LAYOUT - INSTRUMENTATION PLAN - NEW WORK
1-0650M-E0003	-001	ELECTRICAL - PUMP STATION - SINGLE LINE DIAGRAM - DEMOLITION WORK
1-0650M-E0003	-001	ELECTRICAL - PUMP STATION - SINGLE LINE DIAGRAM - NEW WORK
1-0650M-E0015	-001	ELECTRICAL - SINGLE LINE DIAGRAM - PNL-AA AND CHILLER
1-0650M-E0018	-001	ELECTRICAL - SINGLE LINE DIAGRAM - PNL-EE - DEMOLITION WORK
1-0650M-E0018	-001	ELECTRICAL - SINGLE LINE DIAGRAM - PNL-EE - NEW WORK
1-0650M-E0024	-001	PUMP STATION ROOF - HVAC PLAN - NEW WORKS
1-0650M-A0040	-001	HVAC CONTROL PANEL CP-M806 - PANEL LAYOUT
1-0650M-A0041	-001	HVAC CONTROL PANEL CP-M806 - POWER DISTRIBUTION
1-0650M-A0042	-001	AUTOMATION - CONTROL SYSTEM ARCHITECTURE
1-0650M-A0043	-001	AUTOMATION - WIRING DIAGRAM - HVAC CONTROL PANEL CP-M806 - DISCRETE INPUTS RACK 0, SLOT 3
1-0650M-A0044	-001	AUTOMATION - WIRING DIAGRAM - HVAC CONTROL PANEL CP-M806 - DISCRETE INPUTS RACK 0, SLOT 4
1-0650M-A0045	-001	AUTOMATION - WIRING DIAGRAM - HVAC CONTROL PANEL CP-M806 - DISCRETE OUTPUTS RACK 0, SLOT 5
1-0650M-A0046	-001	AUTOMATION - WIRING DIAGRAM - HVAC CONTROL PANEL CP-M806 - ANALOG INPUTS RACK 0, SLOT 6
1-0650M-A0047	-001	AUTOMATION - WIRING DIAGRAM - HVAC CONTROL PANEL CP-M806 - ANALOG INPUTS RACK 0, SLOT 7
1-0650M-A0048	-001	AUTOMATION - WIRING DIAGRAM - HVAC CONTROL PANEL CP-M806 - ANALOG OUTPUTS RACK 0, SLOT 8 & SLOT 9
1-0650M-A0049	-001	TYPICAL - JUNCTION BOX
1-0650M-A0050	-001	LOOP DIAGRAM - CHILLER CHLR-M630
1-0650M-A0051	-001	LOOP DIAGRAM - AHU-M601 TEMPERATURE CONTROL VALVE
1-0650M-A0052	-001	LOOP DIAGRAM - AHU-M602 TEMPERATURE CONTROL VALVE
1-0650M-A0053	-001	LOOP DIAGRAM - AHU-M601
1-0650M-A0054	-001	LOOP DIAGRAM - AHU-M602
1-0650M-A0055	-001	LOOP DIAGRAM - XV-M6510 EXHAUST FAN DAMPER
1-0650M-A0056	-001	LOOP DIAGRAM - XV-M6520 EXHAUST FAN DAMPER
1-0650M-A0057	-001	LOOP DIAGRAM - XV-M6530 EXHAUST FAN DAMPER

DRAWINGS		
Drawing Number	Sheet	Drawing Name and Title
1-0650M-A0058	-001	LOOP DIAGRAM - HVAC CONTROL PANEL CP-M806 - POWER SUPPLY ALARM
1-0650M-A0059	-001	LOOP DIAGRAM - TEMPERATURE TRANSMITTERS
1-0650M-E0030	-001	MOTOR SCHEMATICS - CHILLED WATER PUMP M6310
1-0650M-E0031	-001	MOTOR SCHEMATICS - CHILLED WATER PUMP M6320
1-0650M-E0032	-001	MOTOR SCHEMATICS - EXHAUST FAN M6510
1-0650M-E0033	-001	MOTOR SCHEMATICS - EXHAUST FAN M6520
1-0650M-E0034	-001	MOTOR SCHEMATICS - EXHAUST FAN M6530
1-0650M-E0035	-001	MOTOR SCHEMATICS - AIR HANDLING UNIT AHU-M601
1-0650M-E0036	-001	MOTOR SCHEMATICS - AIR HANDLING UNIT AHU-M602
1-0650M-E0040	-001	MOTOR STARTER ENCLOSURE - EXHAUST FAN EF-M6510, EF-M6520 AND EF-M6530

E2. HAZARDOUS MATERIALS

- E2.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.
- E2.2 Asbestos (both known and presumed) may be disturbed by the Work. Refer to Appendix B and Section 02 82 00 – Asbestos Abatement for details.
- E2.3 The City utilizes chlorine gas on Site as part of the water distribution system at the RPS. A chlorine gas detection system will alarm to notify personnel of any potential chlorine gas levels. The Contractor is expected to follow City policies regarding chlorine gas safety.

E3. ARC FLASH REQUIREMENTS

- E3.1 The Contractor shall abide by the Arc Flash PPE requirements of CSA-Z462, Workplace Electrical Safety, and the arc flash labels on existing facility equipment.

E4. MATERIAL

- E4.1 The Contractor shall supply all Material necessary to execute the work.
- E4.2 In accordance with C6.5, all Material shall be new unless otherwise specified in these specifications or shown on the Drawings.

E5. SITE ACCESS

- E5.1 Description
- E5.1.1 This section describes the security requirements and access restrictions at the Hurst Pumping Station facility during construction.
- E5.1.2 The Hurst Pumping Station facility is a critical component of the City's water supply system. Work at and near the Hurst Pumping Station and surrounding piping shall be undertaken with an abundance of caution.
- E5.2 General Considerations for Work at the Hurst Pumping Station
- E5.2.1 The Hurst Pumping Station facility contains numerous water conduits that are critical components of the City's water supply. Work around any of these pipelines shall be well planned and executed to ensure that the pipelines are not subjected to excessive

construction related loads, including excessive vibrations and concentrated or asymmetrical lateral loads during the Work.

- E5.2.2 Advance notice and written approval by the Contract Administrator will be required if access in/out of any of the Site is restricted due to construction efforts.
- E5.2.3 Under no circumstances will traffic or equipment be permitted beyond designated areas unless stated otherwise in the Specifications.
- E5.2.4 Employees of the Contractor or any Subcontractor that fail to comply with the conditions for working at the Site shall be promptly removed from the Site.
- E5.2.5 The main access to the Site shall be from Hurst Way. A manual vehicle access gate is provided on the west side of the Hurst Pumping Station for access into the secured area of the Hurst Pumping Station.
- E5.2.6 The Contractor's Site supervisor is required to carry, at all times, a cellular telephone, with voice mail.
- E5.3 The Contractor will be issued keys for access to site.
- E5.3.1 The Contractor shall provide the name and contact information for the person in charge and responsible for the Site.
- E5.3.2 The Contractor is to coordinate with the City on the number of keys that will be required for the Contractor's employees and Subcontractors.
- E5.3.3 The first progress payment after issuing the keys will be deducted ten thousand dollars (\$10,000.00) as a deposit for any and all keys.
- E5.3.4 The Contractor is to return all keys prior to Total Performance. On return of all keys including damaged keys, the ten thousand dollar (\$10,000) deposit will be released.
- E5.3.5 If any key is not returned (functioning or otherwise), the Contractor's deposit will not be released and the money may be used by the City to cover the cost of rekeying the affected locks.
- E5.3.6 The Contractor is to immediately report any lost keys and return any damaged or non-functioning keys for replacement.
- E5.4 Site Security
- E5.4.1 The Contractor is required to take measures necessary to secure the Work areas when the Work areas are vacated. When personnel are not within visual range of the access gates, the gates shall be closed and locked.
- E5.4.2 The Contractor is responsible for all Plant and Material stored on the Site.
- E5.4.3 All entry doors into the Hurst Pumping Station and the Drainage Lift Station are to remain locked at all times.
- E5.4.4 Follow City procedures regarding entrance and exit.
- E5.4.5 On a daily basis during the course of Work, the Contractor shall communicate with the **City of Winnipeg Deacon Control Centre at 204-986-4781** at the beginning of working hours and at the end of working hours, as to the status of the Site security and, in particular, when the Contractor staff leaves the Site.
- E5.5 Emergency Response
- E5.5.1 The following lists appropriate Emergency Response Contacts for the Site:
- (a) Fire, Rescue, and Paramedics – City of Winnipeg, 911.
 - (b) Police – City of Winnipeg, 911.
- E5.6 Photographs

E5.6.1 All Site photographs required for construction documentation shall be approved by the City representative, as identified by the Contract Administrator.

E5.7 Measurement and Payment

E5.7.1 Access to Site will be considered incidental to "Mobilization and Demobilization" and no additional measurement or payment will be made.

E6. MATERIAL DISPOSAL

E6.1 All demolished Materials shall be appropriately disposed at an appropriate facility off site and in accordance with all applicable regulations and by-laws with the exception of the items noted below:

- (a) the City reserves the right (although does not guarantee) to take possession of the Contractor-removed existing refrigerant within the existing chiller at the Hurst RPS; and
- (b) any and all MCC sections and distribution panel breakers. These Materials can be left in place and marked as spare if the space is not required for new Material or turned over to the City if the space is required for new Material.

E6.2 Removal and delivery of demolished Material shall be considered incidental to the Contract Work and no additional payment will be made for such Work.

E7. DANGEROUS WORK CONDITIONS

E7.1 Further to E2, the Contractor shall be aware that the following locations are considered confined spaces:

- (a) crawlspace below the Tonner Room at the Hurst RPS;
- (b) suction header and valve area below the Pump Floor at the Hurst RPS;
- (c) inside of vessels and tanks; and
- (d) any other areas labelled as "confined space" at Site.

E7.2 The Contractor shall follow the "Guidelines for Confined Entry Work" as published by the Manitoba Workplace Safety and Health Division for all work involving a confined space.

E7.3 The Contractor shall be aware of the potential hazards that can be encountered in confined spaces such as volatiles, toxic gases, and oxygen. The Contractor's Safe Work Plan should address these issues

E7.4 The air in a confined space must be tested before entry and continuously during the time that personnel are inside the space. Equipment for continuous monitoring of gases must be explosion-proof and equipped with a visible and audible alarm. The principal tests are for oxygen deficiency/enrichment, lower explosive limits, and toxic gases. Testing equipment must be calibrated in accordance with manufacturer's specifications.

E7.5 The Contractor is responsible for all testing requirements.

E7.6 The Contractor shall ventilate all confined spaces including underground chambers, tunnels, and shafts as required and approved by the Manitoba Workplace Safety and Health Act. If no ventilation is supplied, a worker must wear a self-contained breathing apparatus to enter the confined space.

E7.7 The Contract Administrator will issue a stop work order to the Contractor if the above guidelines are not being followed. The Contractor shall not resume operations until the Contract Administrator is satisfied the Contractor is following the appropriate procedures. The Contractor shall have no claim for extra time or costs due to the stop work order for not following these safety guidelines.

E8. TEMPORARY USE OF CITY EQUIPMENT

- E8.1 City facilities, 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 their opinion, proper care and maintenance are not provided.
- E8.2 The Contractor may use the existing overhead crane at the Hurst Pumping Station under this Contract, subject to review of a Safe Work Plan applicable to the Work. The existing crane has not been inspected for compliance with applicable safety standards, however, where similar cranes exist at other City facilities, fall arrest upgrades have been required to use the crane as a work platform.
- E8.2.1 The Contractor shall provide a qualified crane operator.
- E8.2.2 Any lifts performed by the Contractor will need to be within the operating limit of the crane.
- E8.2.3 Any modifications required to the crane to allow for its use under the Contract including fall arrest upgrades or any other repairs or maintenance as necessary will be the responsibility of the Contractor. The Contractor shall provide a Professional Engineer's stamped review of the modifications to the crane.
- E8.2.4 As per C10.2, the Contractor shall be responsible for any losses or damages to the crane during the operation.

E9. HURST RPS OPERATION DURING CONSTRUCTION

- E9.1 General
- (a) The facilities related to the Work are critical to the transport of potable water and water for fire fighting services for the City. Under no condition shall the station services be shut down without prior authorization of the Contract Administrator, in review with the City.
- E9.2 City Operation of Station
- (a) All operation, maintenance, and control relating to the water distribution pumping system and chlorination system within the Hurst RPS will be the responsibility of the City.
- (b) The Contractor shall cooperate with and provide full access at all times for City personnel to carry out maintenance and operational duties.
- (c) No additional payments will be made for providing access to City forces on the site or any potential affect City crews might have on the Contractor's work.
- E9.3 Shutdowns
- E9.3.1 In the event that the Contractor causes an unplanned partial or complete shutdown, and, in the opinion of the Contract Administrator, is deemed to be at fault, the Contractor may be charged a fee between \$2,000 and \$10,000 to cover the City's costs associated with the shutdown. This does not waive or eliminate any associated insurance or other requirements.
- E9.3.2 In the event that the Contractor causes an unplanned partial or complete shutdown, the Contractor is responsible for providing all required services to remediate the issues on an emergency basis. No payment will be made to the Contractor for repair of any item related to the Contractor's work.

E10. CONSTRUCTION WORK PLAN

- E10.1 Provide submittals in accordance with Section 01 33 00 – Submittal Procedures.
- E10.2 Submit a detailed work plan document for review and approval by the Contract Administrator on each Thursday, indicating the following:
- (a) detailed description of all work planned for the next week. Where required or requested by the Contract Administrator, provide:

- (i) the proposed construction sequence to be followed including all methods to be employed to ensure that no damage or unintended service outages occur;
 - (ii) a description of all proposed methods of construction to be implemented;
 - (iii) specialized equipment that may be used; and
 - (iv) a detailed description, methods and procedures for all testing (both factory based testing and field testing).
 - (b) planned shutdowns within the next 2- 4 weeks;
 - (c) any design revisions proposed to accommodate the Contractor's proposed method of construction; and
 - (d) responses to any concerns that may be raised by the Contract Administrator's review of the Contractor's construction methods submission.
- E10.3 All shutdowns require detailed planning and approval by the Contract Administration, in review with the City. The Contractor must submit information required to support the creation of a detailed Shutdown Procedure and Work Plan.
- (a) The Contract Administrator will assist with the creation of these documents and coordinating with the City.
- E10.4 The Contractor must keep life safety systems, such as fire alarm systems, emergency lighting, gas detection systems, Tonner Room ventilation systems operational at all times except for planned and approved outages. Include costs and provide a 24 hours per day / 7 day per week watch person where systems are made inoperable during the approved outage periods.
- E10.5 No Work shall proceed without the inclusion of the work on a detailed work plan and corresponding approval of the Work by the Contract Administrator.

E11. INSTRUMENTATION AND AUTOMATION

- E11.1 See I/O List in Appendix C and Instrument List in Appendix D.
- E11.2 The City will provide modification to the existing station HMI and SCADA system to incorporate the new HVAC PLC system.
- E11.2.1 For modifications to existing HMI systems, the Contractor shall provide to the City:
- (a) a minimum of three (3) weeks advance notice that HMI modification will be required;
 - (b) final PLC programming of the system (after all reviews have been completed);
 - (c) data mapping list for all signals, with the HMI modification to be clarified;
 - (d) clarification of any questions or concerns related to the purpose and intention of the various PLC signals; and
 - (e) support for recommended adjustments and modifications to the existing HMI system.
 - (f) Provide support as needed to integrate the HVAC PLC including but not limited to changes to HVAC PLC program, testing, mapping, etc.
- E11.2.2 Where the items described in E11.2.1 are provided to the satisfaction of the City, the City anticipates approximately one (1) month will be required to complete the HMI modification. The City reserves the right to extend the time required to provide HMI modification depending on qualified personnel availability.

E12. MOBILIZATION AND DEMOBILIZATION

- E12.1 General
- (a) Mobilization and demobilization shall consist of the Contractor's forces and Material necessary for performing the work required under the contract. It does not include mobilization and demobilization for specific items of Work for which payment is provided elsewhere in the Contract.

Mobilization

- (b) Mobilization shall include all activities and associated costs for transportation of Contractor's personnel, equipment, and operating supplies to the Site; establishment of offices, buildings, and other necessary general facilities for the Contractor's operations at the Site; premiums paid for bonding, insurance, permits, and other agreements as applicable; and other items as approved by the Contract Administrator.

Demobilization

- (c) Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not required or included in the Contract from the Site; including the disassembly, removal, Site cleanup of offices, buildings, and other facilities assembled on the Site specifically for this contract, and the restoration of the Site.

E12.2 This Work includes mobilization and demobilization required by the Contract at the time of award. If additional mobilization and demobilization activities and costs are required during the performance of the Contract as a result of changes to the Contract for which the Contractor is entitled to an adjustment in Contract price, compensation for such costs will be included in the price adjustment for the item or items of the change.

E12.3 Payment

- (a) A maximum of 60% of Form B: Prices, Item 1 may be submitted for progress payment upon mobilization. The remaining amount will be progressed upon demobilization.
- (b) The Contractor is eligible for payment of mobilization services when the Contract Administrator is satisfied that the Contractor has:
 - (i) met all the Commencement requirements specified in D18; and
 - (ii) mobilized and initiated work at Hurst RPS.
- (c) The Contractor is eligible for payment of demobilization services when the Contract Administrator is satisfied that the Contractor has:
 - (i) achieved Substantial Performance;
 - (ii) demobilized from Site, and
 - (iii) restored and cleaned up the Site.

E13. OPERATING CONSTRAINTS FOR WORK IN CLOSE PROXIMITY TO CRITICAL WATER INFRASTRUCTURE

E13.1 This section details operating constraints for all Work to be carried out in close proximity to Hurst RPS suction inlet and discharge piping and other critical water infrastructure. Close proximity shall be deemed to be any construction activity within a 5 m horizontal offset from the centreline of suction inlet and discharge piping, within a 5 m horizontal offset from a feeder main/water main, within 5 m of valve chambers and other appurtenances, and any other infrastructure identified below.

E13.2 Construction materials shall not be stored within 5 m of existing pipe centerlines.

E13.3 The following shall be considered critical pipelines and water infrastructure for this project:

- (a) Charleswood Feedermain, 750 mm reinforced concrete water pipe – steel cylinder type, not prestressed, installed on the boulevard / sidewalk between the property line and back of the curb, and crossing the entrance driveway.
- (b) Wilkes Avenue Feedermain, 900 mm prestressed concrete pressure pipe installed on the boulevard and crossing the entrance driveway.
- (c) Wilkes Avenue Reservoir Drainage Building Outlet Pipe, 600 mm asbestos cement class II sewer pipe installed on the west of Hurst RPS connecting the Drainage Lift Station to the City 1350 mm concrete land drainage sewer.

- (d) Wilkes Avenue Reservoir By-pass Piping, 1350 mm prestressed concrete pressure suction pipe installed on the south side of the Hurst RPS crossing the driveway under the entrance gate.
- (e) 900 mm prestressed concrete pressure suction pipe on the south side of the Hurst RPS supplying water from Wilkes Avenue Reservoir North Cell (Wilkes Avenue Reservoir No. 2) to the Hurst RPS crossing the gravel road.
- (f) 900 mm prestressed concrete pressure suction pipe running diagonally on the south side of the Hurst RPS.
- (g) Two 1350 mm steel pipe in concrete suction lines on the southwest and southeast of Hurst RPS.
- (h) Two 1200 mm steel pipe in concrete discharge line on the northwest and northeast of Hurst RPS.

- E13.4 The above noted critical pipelines are critical components of the City's regional water supply system and work in close proximity to the critical pipelines shall be undertaken with an abundance of caution. The above noted critical pipelines and in particular pump station suction and discharge piping cannot typically be taken out of service for extended periods to facilitate construction. Inadvertent damage caused to these pipes would likely have catastrophic consequences.
- E13.5 Work around critical water infrastructure shall be planned and implemented to minimize the time period that Work is carried out in close proximity to the critical water infrastructure and to ensure that the critical water infrastructure is not subjected to excessive construction related loads, including excessive vibrations and/or concentrated or asymmetrical lateral loads during backfill placement.
- E13.6 Construction in close proximity to critical infrastructure shall not commence until both the equipment and construction method statements have been submitted, reviewed, and accepted by the Contract Administrator.
- E13.7 The Contract Administrator reserves the right to issue a Stop Work Order if the Contractor uses equipment not previously approved, or if equipment is used in an area not previously approved by the Contract Administrator.
- E13.8 KGS Group completed a pipe loading assessment for critical pipelines in the area surrounding the Hurst Pumping Station and Drainage Lift Station. The pipe loading assessment is included in Appendix A of this Tender.
- E13.8.1 The Contractor is advised that the design vehicles used in the pipe loading assessment were based on probable design vehicles that would be used to execute the Work.
- E13.9 Submittals
- E13.9.1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.
- E13.9.2 Submit an equipment travel path plan indicating the travel paths for all vehicles that are required to travel off of paved portions of the Site (both gravel and concrete).
- E13.9.3 Submit proposed construction equipment specifications to the Contract Administrator for review as indicated in D18. The equipment submission shall include:
- (a) equipment operating and payload weights;
 - (b) equipment dimensions, including: wheel or track base, track length or axle spacing, track widths or wheel configurations; and,
 - (c) load distributions in the intended operating configuration.
- E13.9.4 Submit a construction method statement to the Contract Administrator a minimum of five (5) Business Days prior to construction. The construction method statement shall contain the following minimum information, as applicable:

- (a) a detailed craning plan including the location of setup, the rigging configuration and lifting devices, and probable ground pressures resulting below the crane wheels and all outriggers;
- (b) crane mat Shop Drawings sealed, signed, and dated by a Professional Engineer licensed to practice in the Province of Manitoba for all crane mats necessary to complete the Works;
- (c) proposed construction plan including excavation locations, haul routes, stockpile locations, excavation equipment locations, and loading positions;
- (d) excavation plans, including shoring designs, for excavations occurring in close proximity to suction inlet or discharge piping (within 5 m horizontal of the pipe's center line) where the excavation is to be extended below the top of the suction inlet or discharge piping embedment zone (150 mm above the pipe); and
- (e) any other pertinent information required to accurately describe the construction activities in close proximity to the suction inlet or discharge piping and permit the Contract Administrator to review the proposed construction plans.

E13.9.5 Incomplete or partial submissions will not be reviewed and will be returned to the Contractor for re-submission.

E13.9.6 Allow five (5) Business Days for review by the Contract Administrator.

E13.10 Pre-Work, Planning and General Execution

E13.10.1 No work shall commence in close proximity to critical infrastructure until the equipment specifications and construction method statement have been submitted and accepted, and critical infrastructure locations have been clearly delineated in the field. Work over piping shall only be carried out with equipment that has been reviewed and quantified in terms of its loading implications on the pipe.

E13.10.2 Locate critical infrastructure and confirm their position horizontally and vertically prior to undertaking Work in close proximity to the identified critical infrastructure. Note, exact locations to be identified in the field. Deviations from the elevations noted on the drawings shall be reported to the Contract Administrator prior to proceeding with Work.

E13.10.3 Visually delineate all critical infrastructure identified herein on Site by use of paint, staking/flagging, construction fencing, snow fencing, or other suitable methods.

E13.10.4 Only utilize construction practices and procedures that do not impart excessive vibratory loads on critical infrastructure or that would cause settlement of the subgrade below critical infrastructure.

E13.10.5 Only equipment and construction practices stipulated in the accepted construction method statement and the supplemental requirements noted herein may be utilized in close proximity to critical infrastructure identified herein.

E13.10.6 Granular material, construction material, soil, and/or other material shall not be stockpiled on the pipelines or within 5 m of critical infrastructure identified herein.

E13.10.7 The Contractor shall ensure that all crew members understand and observe the requirements of working near critical infrastructure. Prior to commencement of on-Site work, the Contractor shall jointly conduct an orientation meeting with the Contract Administer, all superintendents, foreman, and heavy equipment operators to make all workers on the Site fully cognizant of the limitations of altered loading on, the ramifications of inadvertent damage to, and the constraints associated with work in close proximity to critical infrastructure. New personnel introduced after commencement of the project need to be formally orientated as outlined herein. It is recommended that restrictions associated with the crossing, consistent with the Contractor's submitted method statement be posted on Site and near the crossing.

E13.11 Demolition, Excavation, and Shoring

- E13.11.1 Use of pneumatic concrete breakers within 3 m of a critical pipeline is prohibited. Pavement shall be full depth sawcut and carefully removed. Use of hand-held jackhammers for pavement removal will be allowed.
- E13.11.2 Offset excavation equipment a minimum of 3 m from the center line of critical pipelines when undertaking excavations.
- E13.12 Excavation
- E13.12.1 Utilize only smooth edged excavation buckets, soft excavation, or hand excavation techniques where there is less than 1.5 m of earth cover over the pipeline.
- E13.12.2 Where there is less than 1.0 m of soil cover above the pipeline, provide full time supervision and complete the excavation utilizing hand excavation, soft excavation methods, or machine excavation. Where machine excavation is to be used, the crown of the pipeline must be exposed (or suitable located) using hand or soft excavation methods a minimum of every 1.8 m.
- E13.12.3 Where there is less than 0.5 m of soil cover above the pipeline, provide full time supervision and complete the excavation utilizing hand excavation or soft excavation methods only.
- E13.12.4 Equipment should not be allowed to operate while positioned directly over suction inlet or discharge piping except were permitted herein, outlined in the reviewed and accepted construction method statement.
- E13.12.5 Excavations within 3 m of the outside edge of critical infrastructure (hydrovac holes for confirming trenchless installations excluded) and which extend below obvert of piping shall utilize shoring methods that precludes the movement of native in-situ soils (i.e. a tight shoring system).
- E13.13 Subbase and Base Construction
- E13.13.1 Subbase or base course materials shall not be dumped directly on pipelines but shall be stockpiled outside limits noted in these recommendations.
- E13.13.2 Subbase compaction within 3 m horizontal of a critical pipeline shall be either carried out by static methods (without vibration) or with smaller approved equipment such as handheld plate packers or smaller roller equipment.
- E13.14 Crane Mats
- E13.14.1 The Contractor shall furnish of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all things necessary for and incidental to the satisfactory performance and completion of all works associated with the crane mats.
- E13.14.2 The Work associated with the crane mats shall include, but is not limited to:
- (a) Design, supply, and installation of all crane mats necessary to complete the Works.
 - (b) Removal of crane mats off-Site upon the completion of all crane Works.
- E13.14.3 References
- (a) All related Specifications and reference standards are in accordance with the most current issue or latest revision:
 - (i) City of Winnipeg's Specification CW-3130 (latest edition) – Supply and Installation of Geotextile Fabrics.
- E13.14.4 Equipment
- (a) The Contractor's equipment shall conform to the requirements of the Works and all notes shown on the Drawings.
- E13.14.5 Measurement and Payment

- (a) Crane mats will be considered incidental to Item No. 1 – “Mobilization / Demobilization at Hurst Regional Pumping Station” on Form B: Prices and no additional measurement or payment will be made.

E14. SITE ENVIRONMENTAL REQUIREMENTS

- E14.1 The Contractor shall be aware that the Hurst Pumping Station Site is for potable water supply and no contamination by fuel, chemicals, etc. shall be permitted at any time. Fuels, chemicals, or any other hazardous substances which may compromise the safety of the potable water supply shall not be stored outside of the area designated by the Contract Administrator.
- E14.2 The Contractor shall plan and implement the Work of this Contract strictly in accordance with the requirements of the environmental protection measures as herein specified.
- E14.3 Submittals
 - E14.3.1 Submit an Environmental Protection Plan two (2) weeks prior to start of Work in accordance with Section 01 33 00 – Submittals.
 - E14.3.2 Environmental Protection Plan to include:
 - (a) Names of persons responsible for ensuring adherence to Environmental Protection Plan.
 - (b) Names and qualifications of persons responsible for hazardous waste removal from Site.
 - (c) Names and qualifications of persons responsible for training Site personnel.
 - (d) Descriptions of environmental protection personnel training program.
 - (e) Fuel Handling and Storage Plan describing the Contractor’s proposed procedure for refuelling of equipment. The plan shall include the location of the designated refuelling area, the provision of containment membranes underneath all equipment being refuelled, the provision of containment membranes underneath all stationary working equipment (e.g., membranes underneath all cranes to contain any leaks), the proposed procedure for refuelling large stationary equipment away from the designated refuelling area (e.g., refuelling of set-up cranes), proposed locations, types, and volumes of stored fuel, and any other details pertinent to refuelling on Site.
 - (f) Storm Water Pollution Prevention Plan, if applicable, describing water quality protection measures including erosion and sediment controls, inspections, monitoring, and staff training. The plan shall also provide a schematic drawing indicating location and type of sediment protection measures.
 - (g) Drawings showing locations of proposed temporary excavations or embankments for haul roads, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials including methods to control runoff and to contain materials on-Site.
 - (h) Traffic control plans including measures to reduce erosion of temporary roadbeds by construction traffic, especially during wet weather. Plans include measures to minimize amount of mud transported onto paved public roads by vehicles or runoff.
 - (i) Work area plan showing proposed activity in each portion of area and identifying areas of limited use or non-use. Plan to include measures for marking limits of use areas including methods for protection of features to be preserved within authorized work areas.
 - (j) Spill Control Plan including procedures, instructions, and reports to be used in event of unforeseen spill of regulated substance.
 - (k) Construction Waste Management Plan describing on-site waste management, disposal, reuse of materials, recycling, and staff training.
 - (l) Hazardous Material Spill Management Plan describing management, reporting, emergency response and contact numbers, as well as staff training.

E14.4 The Contractor is advised that at least the following Acts, Regulations, and By-laws apply to the Work:

- (a) Workplace Hazardous Material Information System (Hazardous Product Act and Canada Labour Code);
- (b) Canadian Environmental Protection Act;
- (c) Canadian Environmental Assessment Act;
- (d) Transportation of Dangerous Goods Act;
- (e) Manitoba Environmental Act;
- (f) The Manitoba Nuisance Act N120;
- (g) The Public Health Act c.P210;
- (h) Manitoba Dangerous Goods, Handling, and Transportation Act;
- (i) The Workplace Safety and Health Act W210; and
- (j) Current applicable associated regulations.

E14.5 Fuel Handling

E14.5.1 The Contractor shall abide by the regulations of Manitoba Environment for handling and storage of fuel products.

E14.5.2 All fuel handling and storage facilities shall comply with The Dangerous Goods and Transportation Act Storage and Handling of Petroleum Products Regulation and any local land use permits.

E14.5.3 Fuels, lubricants, and other potentially hazardous materials as defined in The Dangerous Goods and Transportation Act shall be stored and handled within the approved storage areas.

E14.5.4 The Contractor shall ensure that all fuel storage containers are inspected daily for leaks and spillage.

E14.5.5 Products transferred from fuel storage area(s) to specific work sites shall not exceed the daily usage requirement.

E14.5.6 When servicing requires the drainage or pumping of fuels, lubricating oils, or other fluids from equipment, a groundsheets of suitable material (such as high density polyethylene) and size shall be spread on the ground to catch the fluid in the event of a leak or spill.

E14.5.7 The area around storage sites and fuel lines shall be distinctly marked and kept clear of snow and debris to allow for routine inspection and leak detection.

E14.5.8 A sufficient supply of materials such as absorbent material and plastic oil brooms, to clean-up minor spills shall be stored nearby on-Site. The Contractor shall ensure that additional material can be made available on short notice.

E14.5.9 Fuelling of stationary equipment shall be completed with portable tanks containing only enough fuel to fill equipment.

E14.6 Waste Handling and Disposal

E14.6.1 The construction area shall be kept clean and orderly at all times during and at completion of construction.

E14.6.2 At no time during construction shall personal or construction waste be permitted to accumulate for more than one (1) day at any location on the Site, other than at a dedicated storage area as may be approved by the Contract Administrator.

E14.6.3 Indiscriminate dumping, littering, or abandonment shall not take place.

E14.6.4 Equipment shall not be cleaned on Site unless at areas designated by the Contract Administrator.

E14.7 Dangerous Goods/Hazardous Waste Handling and Disposal

E14.7.1 Dangerous goods/hazardous waste are identified by, and shall be handled according to, The Dangerous Goods Handling and Transportation Act and Regulations.

E14.7.2 The Contractor shall be familiar with The Dangerous Goods Handling and Transportation Act and Regulations.

E14.8 Fires, Smoking, and Vaping

E14.8.1 Fires and burning of rubbish on-Site shall not be permitted.

E14.8.2 Smoking and vaping shall only be allowed in area(s) designated by the Contract Administrator.

E14.8.3 Smoking or vaping in non-designated areas may result in the removal the individual of the Contractor's personnel from Site.

E14.9 Emergency Spill Response

E14.9.1 The Contractor shall ensure that due care and caution is taken to prevent spills.

E14.9.2 The Contractor shall report all major spills of petroleum products or other hazardous substances with the potential for impacting the environment and threat to human health and safety, including contamination of potable water, to the Contract Administrator and Manitoba Environment, immediately after occurrence of the environmental accident, by calling the twenty-four (24)-hour emergency telephone number 204-945-4888.

E14.9.3 The Contractor shall designate a qualified supervisor as the on-site emergency response coordinator for the project. The emergency response coordinator shall have the authority to redirect manpower in order to respond in the event of a spill.

E14.9.4 The following actions shall be taken by the person in charge of the spilled material or the first person(s) arriving at the scene of a hazardous material accident or the on-Site emergency response coordinator:

- (a) Notify emergency-response coordinator, the Contract Administrator, the City Project Manager, and the Deacon Water Treatment Plant Control Room (204-986-5000) of the accident:
 - (i) identify exact location and time of accident;
 - (ii) indicate injuries if any;
 - (iii) request assistance as required by magnitude of accident (Manitoba Environment twenty-four (24)-hour Spill Response Line 204-945-4888, Winnipeg Police Service, Winnipeg Fire Paramedic Service)
- (b) Assess situation and gather information on the status of the situation noting:
 - (i) personnel on-Site;
 - (ii) cause and effect of spill;
 - (iii) estimated extent of damage;
 - (iv) amount and type of material involved; and
 - (v) proximity to critical Reservoir infrastructure and other waterlines
- (c) If safe to do so, try to stop the dispersion or flow of spill materials:
 - (i) approach from upwind;
 - (ii) stop or reduce leak if safe to do so;
 - (iii) dike spill material with dry, inert absorbent material or dry clay soil or sand;
 - (iv) prevent spill material from entering Site infrastructure and utilities by diking; and
 - (v) prevent spill material from entering drainage manholes and other openings by covering with rubber spill mats or diking.
- (d) Resume any effective action to contain, clean-up, or stop the flow of the spilled product.

E14.9.5 The emergency response coordinator shall ensure that all environmental accidents involving contaminants shall be documented and reported to the Manitoba Environment according to The Dangerous Goods and Transportation Act Environmental Accident Report Regulation 439/87.

E14.10 Controlled Products

E14.10.1 Materials classified as "Controlled Products" under Regulation 52/88, "Workplace Hazardous Materials Information System", including amendments, are prohibited inside the Site, unless the material will be directly employed in the Work.

E15. ADDITIONAL WORK

E15.1 Additional Work may be necessitated due to unforeseen circumstances that may arise during the course of the project due to:

(a) Additions to the scope of Work by the Contract Administrator, beyond that defined herein.

E15.2 Additional services and/or Work will not be initiated for:

(a) Reasons of lack of performance or errors in execution.

(b) Scheduling changes initiated by the City, where at least 24 hours' notice is given prior to the Contractors schedule time to be on Site.

E15.3 Should it be determined that additional material or services are required, the Contract Administrator shall approve the Work, prior to commencement of the additional Work.

E15.4 The Contract Administrator may also request a written quotation for the additional work. For any work, where a written quotation is provided, and subsequently authorized, the valuation of the work shall be as per the quotation, regardless of the actual cost to the Contractor.

(a) Quotations shall indicate the labour hours and base cost of material, as well as mark-up factors.

(b) Labour Rates shall correspond to Form B: Prices, unless specifically authorized by the Contract Administrator.

E15.5 Material Mark-Up Factors in accordance with C7:

(a) The base cost is to be the wholesale cost of the material, regardless of the Contractor or Subcontractor supplying the material.

(b) In general, the party (Contractor or Subcontractor) supplying the material is the party that purchases the material from a supplier who does not perform any work on Site, unless otherwise determined by the Contract Administrator.

(c) Where the Contractor is supplying the material, the mark-up on the material is limited to fifteen percent (15%).

(d) Where the Contractor's immediate Subcontractor is supplying the material the total mark-up on the material including all Subcontractors and the Contractor is limited to twenty-five percent (25%)

(i) The Subcontractor's mark-up on the material is limited to fifteen percent (15%);

(ii) The Contractor's mark-up on the material is limited to ten percent (10%).

(e) A Third-Level Subcontractor is a Subcontractor of a Subcontractor of the Contractor.

(i) No Third-Level Subcontractors on this project are approved for additional mark-up.

(ii) In the event that a Third-Level Subcontractor is utilized, that is not approved for additional mark-up, the Contractor is responsible for coordinating the split of the maximum approved mark-up between the Contractor and Subcontractors.

E15.6 Measurement and Payment

- (a) Additional labour will be reimbursed at the rate specified on Form B: Prices. The rate will not be adjusted for Subcontractors or individuals with specialized skills, without specific approval of the Contract Administrator.
- (b) Additional material will be reimbursed by the actual base cost of the material, multiplied by the approved mark-up factors indicated in E15.5.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

F1.1 Each individual proposed to perform Work under this Contract within facilities associated with the water supply, treatment and distribution system including the Shoal Lake Intake Facility, Shoal Lake Aqueduct, Deacon Reservoir, Water Treatment Plant, Regional Pumping Stations, and Booster Pumping Stations shall be required to obtain a Global Sanctions & PEP Check **and** a Police Information Check as detailed below.

F1.1.1 The Global Sanctions & PEP Check must be obtained through Sterling BackCheck.

- (a) A Sterling BackCheck account must be setup 72 hours prior to individual security clearances to allow sufficient time for activation of the contracting company's account. If the contracting company has an existing City of Winnipeg Sterling Backcheck vendor account, they may skip to (d) below.
- (b) An authorized individual of the contracting company must complete the Sterling Backcheck Setup Form. There is no cost to the organization to set up the account. Click on the link below, complete the form, and hit submit. ******(This form is to be completed by the company, not by the employee requiring the security clearances).
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>
- (c) Within 48 hours of completing the Sterling Backcheck Setup Form, the authorized individual of the contracting company will receive a Username and Password for Sterling Backcheck. It will appear in their inbox as a "Welcome to Sterling Backcheck" email. Upon receipt, the authorized individual of the contracting company will be asked to login to the Sterling Backcheck website to set their security questions and password. Once completed, individual security clearance requests can be submitted.
- (d) In order to run a Global Sanctions & PEP Check and/or a Police Information Check, follow the steps below:
 - (i) Click on the sub-tab labelled "Order eConsent".
 - (ii) Fill out the required information about the employee proposed to perform Work under this Contract within City facilities (the person that requires the security clearances).
 - (iii) Select your location under the "Order Information" section and enter the organization's phone number, if required.
 - (iv) Select the required individual service(s) in the dropdown menu under the "Select Services" section. If both the Global Sanctions & PEP Check and the Police Information Check are required, select the Sterling Backcheck Package One (with electronic identity verification). Once selected, both the Global Sanctions & PEP Check and the Police Information Check should have a grey check mark beside them.
 - (v) Scroll down to the bottom and click the blue "Submit" button. The employee proposed to perform Work under this Contract within City facilities will be invited to complete their security clearance.
 - (vi) The employee will receive the invitation and must click on the link and complete their Global Sanctions & PEP Check and/or Police Information Check.
 - (vii) The results of the Global Sanctions & PEP Check and/or Police Information Check will go directly to the City of Winnipeg and to the authorized individual of the contracting company within 24 hours.
- (e) Any questions related to the Sterling BackCheck process can be directed to Linda Ferens at 204-999-0912 or by email at: linda.ferens@sterlingcheck.com OR managedsupport@sterlingcheck.com

F1.1.2 The Police Information Check must be obtained from one of the following:

- (a) Sterling BackCheck;
 - (i) See F1.1.1(a) thru (e) for instructions on how to set up an account and submit individuals for security checks; or

- (b) A police service having jurisdiction at their place of residence;
 - (i) The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner.
 - (ii) The applicant shall provide the original Police Information Check (Form P-612) to the Contract Administrator; or
 - (c) Commissionaires (Manitoba Division);
 - (i) Forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>
 - (ii) The applicant shall provide the original Police Information Check to the Contract Administrator; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists;
 - (i) Forms to be completed can be found on the website at: <https://myfastcheck.com>
 - (ii) The applicant shall provide the original Police Information Check to the Contract Administrator.
- F1.2 Any individual for whom a Global Sanctions & PEP Check and/or a Police Information Check is not provided will not be permitted to perform any Work.
- F1.3 Individuals for whom a Global Sanctions & PEP Check indicates "CLEAR" and a Police Information Check demonstrates no previous convictions or pending charges will be permitted to perform Work as specified in F1.1.
- F1.4 Individuals for whom a Global Sanctions & PEP Check does not indicate "CLEAR" and/or a Police Information Check demonstrates previous convictions or pending charges may not be permitted to perform any Work as specified in F1.1.
 - (a) Previous convictions or pending charges may be investigated and a determination will be made by the City as to whether the individual will be permitted to perform any Work.
 - (b) Convictions or pending charges that may preclude an individual from performing any Work include but are not limited to:
 - (i) convictions or pending charges related to property offences; and/or
 - (ii) convictions or pending charges related to crimes against another person.
 - (c) Where additional investigation related to a Global Sanctions & PEP Check or a Police Information Check is required by the City, no extension to critical stages, Substantial Performance, or Total Performance, as applicable, will be provided.
 - (d) Additional investigation by the City may take upwards of six weeks.
- F1.5 Prior to the award of Contract, and during the term of the Contract, if additional or replacement individuals are proposed to perform Work within City facilities, the Contractor shall supply the Contract Administrator with a Global Sanctions & PEP Check and a Police Information Check satisfactory to the City obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.6 Any Global Sanctions & PEP Check and Police Information Check determined to be satisfactory to the City will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated Global Sanctions & PEP Check and/or a Police Information Check. Any individual F1.1 who fails to provide a Global Sanctions & PEP Check and/or a Police Information Check satisfactory to the City as a result of a repeated records search will not be permitted to continue to perform any Work as specified in F1.1.

PART G - FORMS

INDEX TO FORMS

- Form 102..... Certificate of Satisfactory Installation
- Form 103..... Certificate of Equipment Satisfactory Performance
- Form 104..... Certificate of Satisfactory System Performance



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**Form 102
CERTIFICATE OF SATISFACTORY INSTALLATION**

We have completed our checks and inspection of the installation of our equipment as listed below and confirm that it is satisfactory and that any defects have been remedied except any as noted below.

Project:

Equipment Description:

Equipment Supply Bid Opp. No.:

Equipment Install Bid Opp. No.:

Equipment Tag No.:

Specification Reference:

Outstanding Defects:

Print Name _____ Signature _____
(Authorized Representative of City)

Date _____

Print Name _____ Signature _____
(Authorized Representative of Contractor)

Date _____

Print Name _____ Signature _____
(Authorized Representative of Contract Administrator)

Date _____



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Form 103

CERTIFICATE OF EQUIPMENT SATISFACTORY PERFORMANCE

We certify that the equipment listed below has been continuously operated for a minimum of one (1) day and that the equipment operates satisfactorily and meets its specified operating criteria. No defects in the equipment were found and as such are classified as "conforming".

Project:

Equipment Description:

Equipment Supply Bid Opp. No.:

Equipment Install Bid Opp. No.:

Equipment Tag No.:

Specification Reference:

Print Name _____ Signature _____
(Authorized Representative of City)

Date _____

Print Name _____ Signature _____
(Authorized Representative of Contractor)

Date _____

Print Name _____ Signature _____
(Authorized Representative of Contract Administrator)

Date _____



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Form 104
CERTIFICATE OF SATISFACTORY SYSTEM PERFORMANCE

We certify that the system listed below has been continuously operated and tested as per the Specifications and that the equipment meets its performance testing and operating criteria. No defects in the process system were found and as such are classified as "conforming".

Project:

Equipment Description:

Equipment Supply Bid Opp. No.:

Equipment Install Bid Opp. No.:

Equipment Tag No.:

Specification Reference:

Print Name (Authorized Representative of City)	Signature	Date
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Print Name (Authorized Representative of Contractor)	Signature	Date
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Print Name (Authorized Representative of Contract Administrator)	Signature	Date
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Appendix A - Pipe Loading Assessment (Hurst)

Appendix B - HMIS Confirmed Asbestos and Presumed Asbestos Report (Hurst)

Appendix C – I/O List

Appendix D – Instrument List