



THE CITY OF WINNIPEG

TENDER

TENDER NO. 929-2023

**SOUTH END WATER POLLUTION CONTROL CENTRE (SEWPCC) B679 CHILLER
REPLACEMENT**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 South End Water Pollution Control Centre (SEWPCC) B679 Chiller Replacement.

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 P.M. noon Winnipeg time, April 12, 2024.

B2.2 The Contract Administrator or the Manager of Purchasing 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 to conduct a site walkthrough of the South End Water Pollution Control Centre (SEWPCC) located at 100 Ed Spencer Dr. to provide Bidders access to the Site at the following times:

- (a) March 26, 2024 at 9:00 a.m.
- (b) March 28, 2024 at 9:00 a.m.

B3.2 Bidders are required to register for the Site Investigation by contacting the Contract Administrator with the preferred site visit date they plan to attend. Bidders are asked to park at the large gravel lot in the front and sign in at the main entrance.

B3.3 The Bidder is advised that they are responsible for providing their own Personal Protective Equipment (PPE) while at the Site including but not limited to CSA approved footwear, hard hat, Hi-vis vest and eye protection. Bidders attending the site visits without proper PPE equipment will not be allowed to participate in the site visits walkthrough.

B3.4 Attendance at one (1) of the Site Investigations is mandatory. Should a Bidder representative not attend at least one (1) of the site investigations, the Bidders Proposal will be determined to be non-responsive and will not be further evaluated.

B3.5 Access to view the Site shall be only under the supervision of an authorized City representative.

B3.6 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.

B3.7 The Bidder is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Bid or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B3.8 Bidders will not be allowed to take pictures at the Site investigation. The Bidders 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.

B3.9 The Bidder is responsible for determining:

- (a) the requirements and resources for delivery of the Chiller and associated equipment into the SEWPCC boiler room. The bidder is responsible for offloading.
- (b) the nature of the surface and subsurface conditions at the Site.
- (c) Location equipment will be installed including space requirements, existing pipe isolation points and access for maintenance.

- (d) all other matters which could in any way affect this Bid, installation or the performance of the equipment.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.
- 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 D5.1.

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 B17.

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 N: Detailed Specifications

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 B17.1(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 D35. Any such costs shall be determined in accordance with D35.

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 B17.5 will prevail over the Total Bid Price entered in MERX.

B11. DETAILED SPECIFICATION

B11.1 Form N shall be Submitted and filled out confirming conformity and list deviation with a description of proposed alternates as applicable.

B11.2 Additional supporting Equipment documents should be submitted for evaluation of proposed equipment. Equipment will be evaluated based on compliance to the design specifications and other requirements listed in Form N. The bidder may be deemed non compliant if insufficient documents are provided to ensure conformality and proper review of submitted equipment.

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 and;
 - (d) Provide supporting Chiller equipment documents for evaluation as requested.
- 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, Purchasing 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) and;
 - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.5 and D7) and;
 - (e) have a Licensed Electrical Contractor and a M-Prime Licensed Mechanical Contractor as defined in D2.
- 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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/>).
- B13.5 SEWPCC Contractor orientation shall be completed prior to commencement of work on site.
- B13.6 Further to B13.3(d), 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.
- B13.7 The Bidder shall submit, within ten (10) 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.

B13.8 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.

B13.9 The Bidder shall:

- (a) Acknowledge the responsibility as the Contractor to ensure the WWSD meets the commitments that are outlined in the Environmental Management Policy.
- (b) Provide detailed information of all steps that will be taken to ensure that the EMS requirements are met upon request.
- (c) Be aware that the following Acts, Regulations, and By-laws may apply to the work:

Federal:

- a) Canadian Environmental Assessment Act;
- b) Canadian Environmental Protection Act;
- c) Fisheries Act and Regulations;
- d) Pest Control Products Act;
- e) Migratory Bird Convention Act; and
- f) Transportation of Dangerous Goods Act and Regulations.

Provincial:

- a) The Dangerous Goods Handling and Transportation Act;
- b) The Endangered Species Act;
- c) The Environment Act;
- d) The Fire Prevention Act;
- e) The Pesticides and Fertilizers Control Act;
- f) The Manitoba Heritage Resources Act;
- g) The Manitoba Noxious Weeds Act;
- h) The Manitoba Nuisance Act;
- i) The Public Health Act;
- j) The Red River Floodway Act;
- k) The Water Rights Act;
- l) The Workplace Safety and Health Act; and
- m) Applicable associated regulations.

Municipal

- a) Neighbourhood Liveability By-law
- b) Pesticide Management By-law
- c) Sewer By-law
- d) Solid Waste By-law
- e) Water By-law
- f) The City of Winnipeg By-Law

B13.10 Have onsite staff that is trained and certified in the handling of the dangerous/hazardous goods, when said dangerous/hazardous goods are being utilized on site for the performance of the work.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

B14.1 Bids will not be opened publicly.

B14.2 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.

- B14.3 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.
- B14.4 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).
- B14.4.1 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.

B15. IRREVOCABLE BID

- B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B15.2 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.

B16. WITHDRAWAL OF BIDS

- B16.1 A Bidder may withdraw their Bid without penalty at any time prior to the Submission Deadline.

B17. EVALUATION OF BIDS

- B17.1 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) Complete all sections on Form N (Detailed Specifications) or acceptable deviations (pass/fail);
 - (d) Total Bid Price;
 - (e) economic analysis of any approved alternative pursuant to B7.
- B17.2 Further to B17.1(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.
- B17.3 Further to B17.1(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.
- B17.4 Further to B17.1(c), the Award Authority may reject all or any part of any Bid for failure to complete Form N and/or any Form N items deemed as a Fail without an acceptable deviation.
- B17.5 Further to B17.1(e), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B17.5.1 Further to B17.1(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.

B17.5.2 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

B17.6 This Contract will be awarded as a whole.

B18. AWARD OF CONTRACT

B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B18.2 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.

B18.2.1 Without limiting the generality of B18.2, 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.

B18.3 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 D35 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.

B18.4 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.

B18.5 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B18.5.1 The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

B18.5.2 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, Purchasing 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. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist generally of replacement of water-cooled chiller CHLR-B679 and HVAC upgrades at the South End Water Pollution Control Centre (SEWPCC).

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

- (a) supply and installation of a new water-cooled chiller;
- (b) supply and installation of a new refrigerant leak detection system;
- (c) supply and installation of a new refrigerant exhaust system and ductwork;
- (d) supply and installation of instrumentation and control equipment;
- (e) Wiring of new controls and interlocks to the existing automation system associated with the new equipment and updating loop tags;
- (f) provide configuration set points and programming;
- (g) provision of concrete pad;
- (h) provision of asbestos abatement to accommodate the Work;
- (i) completion of minor structural repairs to accommodate the Work as required;
- (j) demolition and removal of existing equipment to be replaced and;
- (k) Refer to the drawing set and complete specification for additional details.

D2.3 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>

D3. SITE INVESTIGATION DUE DILIGENCE AND RISK

D3.1 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.

D4. DEFINITIONS

D4.1 When used in this Tender:

- (a) **“ACIC”** means Armored Control and Instrumentation Cable (run in cable tray);
- (b) **“ACM”** means Asbestos Containing Materials;
- (c) **“Authority Having Jurisdiction”** 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;
- (d) **“AHJ”** means Authority Having Jurisdiction;
- (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) **“CIC”** means Control and Instrumentation Cable (run in conduit);
- (i) **“Code”** or **“code”** means the latest local code applicable at the project location. Including but not limited to The Winnipeg Electrical By-Law;
- (j) **“C.P.M”** means critical path method;
- (k) **“FAT”** means Factory Acceptance Testing. All FAT type testing to be performed at the equipment vendor facilities, utilizing the equipment vendor’s labor, materials and test equipment;
- (l) **“HVAC”** means Heating, Ventilation and Air Conditioning;
- (m) **“HMI”** means Human-Machine Interface or the user interface that connects an operator to the controller for an industrial system;
- (n) **“I/O”** means input / output;
- (o) **“LED”** means Light-Emitting Diode;
- (p) **“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);
- (q) **“Licenced Mechanical Contractor”** means a 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;

- (r) **"MCC"** means Motor Control Centre;
- (s) **"MSDS"** or alternatively **"SDS"** means Material Safety Data Sheets or alternatively Safety Data Sheets acceptable to Labour Canada;
- (t) **"PID"** means Process and Instrumentation Diagram;
- (u) **"PLC"** means Programmable Logic Controller;
- (v) **"provide"** means to supply, install, and leave in working order all materials and necessary equipment, wiring, supports, access panels, etc., as necessary for item or system indicated;
- (w) **"PVC"** means Polyvinyl Chloride;
- (x) **"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;
- (y) **"SEWPCC"** means South End Waster Pollution Control Centre;
- (z) **"Standard"** or **"standard"** means the latest standard that is in effect at the project location;
- (aa) **"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;
- (bb) **"TAB"** means Testing, Adjusting, and Balancing;
- (cc) **"WHMIS"** means Workplace Hazardous Materials Information System;

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is Jacobs Engineering Group, represented by:
Baha Hasasneh, P.Eng.
Project Manager
Telephone No. 403-870-9484
Email Address baha.hasasneh1@jacobs.com

D5.2 Before commencement of Work, Baha Hasasneh will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. CONTRACTOR'S SUPERVISOR

D6.1 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.

D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D7.1 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.

D7.1.1 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.

D7.1.2 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.

D8. UNFAIR LABOUR PRACTICES

D8.1 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.

D8.2 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.

D8.3 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.).

D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C18.

D8.5 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.

D8.5.1 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.

D8.5.2 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 D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.

D8.5.3 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.

D9. FURNISHING OF DOCUMENTS

D9.1 Upon award of the Contract, the Contractor will be provided with 'issued for construction' Contract Documents electronically, including Drawings in PDF format only.

SUBMISSIONS

D10. AUTHORITY TO CARRY ON BUSINESS

D10.1 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.

D11. SAFE WORK PLAN

D11.1 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.

D11.2 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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D11.3 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.

D12. INSURANCE

D12.1 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.

- D12.2 Deductibles shall be borne by the Contractor.
- D12.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba
- D12.4 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.
- D12.5 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.

D13. CONTRACT SECURITY

- D13.1 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.
- D13.1.1 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 D13.1.1.
- D13.1.2 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.
- D13.1.3 Digital bonds passing the verification process will be treated as original and authentic.
- D13.2 The Contractor shall provide the Contract Administrator identified in D5 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.
- D13.3 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 D13.1(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.

D14. SUBCONTRACTOR LIST

- D14.1 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 five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.4 for the return of the executed Contract Documents, if applicable.

D15. EQUIPMENT LIST

- D15.1 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 five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.4 for the return of the executed Contract Documents, if applicable.

D16. DETAILED WORK SCHEDULE

- D16.1 The Contractor shall provide the Contract Administrator with a detailed work schedule 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 C4.4 for the return of the executed Contract Documents if applicable.

- (a) SEWPCC contractor orientation shall be completed prior to commencement of work on site

- D16.2 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;
- (c) a daily manpower schedule for the Work;

All shall be acceptable to the Contract Administrator. The Contractor shall make all requested changes to the documents as required by the Contract Administrator, and re-submit as needed prior to executing the Work.

- D16.3 Further to D16.2(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) Mobilization and demobilization;
- (c) Mechanical work;
- (d) Electrical and Instrumentation work;
- (e) Structural Work;
- (f) Satisfactory Installation (see Section – 01 43 33 Contractor's Field Requirements);
- (g) Commissioning;
- (h) Training;
- (i) Substantial performance and;
- (j) Total Performance (see Section – 01 43 33 Contractor's Field Requirements);

- D16.4 Further to D16.2(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.

- D16.5 Further to D16.2(c), the daily manpower schedule shall list the daily number of individuals on the Site for each trade.

SCHEDULE OF WORK

D17. COMMENCEMENT

- D17.1 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.
- D17.2 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 D10;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) the Safe Work Plan specified in D11;
 - (iv) evidence of the insurance specified in D12;
 - (v) the contract security specified in D13;
 - (vi) the Subcontractor list specified in D14;
 - (vii) the equipment list specified in D15;
 - (viii) the detailed work schedule specified in D16 and;
 - (ix) the direct deposit application form specified in D30.
 - (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
- D17.3 The City intends to award this Contract by May 10, 2024.
- D17.3.1 If the actual date of award is later than the intended date, the dates specified for Commencement, Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D18. WORK BY OTHERS

- D18.1 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.
- D18.2 Further to D18.1 the Contractor shall cooperate and coordinate all activities with all parties performing required Work by Others identified in D18.1 and accommodate the necessary area on Site required for the Work by Others to complete the Work

D19. WORKING DAYS

- D19.1 Further to C1.1(tt), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.
- D19.2 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.
- D19.3 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.

D19.4 The Contract Administrator will furnish the Contractor with a daily record for each major type of work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged. This report is to be signed each day by an authorized representative of the Contractor.

D20. CRITICAL STAGES

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

- (a) Shop Drawing review of all equipment prior to: June 28, 2024.
- (b) Substantial Performance as listed in D21
- (c) Total Performance as listed in D22
- (d) As-built Markups received no later than one (1) month after Total Performance has been achieved.

D21. SUBSTANTIAL PERFORMANCE

D21.1 The Contractor shall achieve Substantial Performance by January 24, 2025.

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 reinspected.

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 February 28, 2025.

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 reinspected.

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 Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City two hundred dollars (\$200) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.

D23.2 The amount specified for liquidated damages in D23.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day 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
 - (b) Perform maintenance of the Exhaust Fan prior to Total Performance;
 - (c) Perform Calibrations validation maintenance instruments including vapour detection 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. INVOICES

- D29.1 Further to C12, the Contractor shall submit an invoice for each portion of Work performed
- The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
- Facsimile No.: 204 949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
Copy Invoices to the City Contract Administrator
- D29.2 Invoices must clearly indicate, as a minimum:
- the City's purchase order number;
 - the City's project number and title: 'S-1291 (929-2023) – SEWPCC B679 Chiller Replacement;
 - date of delivery;
 - delivery address;
 - type and quantity of work performed;
 - the amount payable with GST and MRST shown as separate amounts; and
 - the Contractor's GST registration number.
- D29.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D30. PAYMENT

- D30.1 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.
- D30.2 Further to E7, no payment will be made for Cash Allowances other than as set out in E7.4.

D31. PAYMENT SCHEDULE

- D31.1 Further to C12, payment shall be in accordance with the following payment schedule:
- (a) Upon full technical submittal of drawings and material – 10%
 - (b) Equipment delivery to site – 30%
 - (c) full demolition of existing equipment and completion of site preparation – 10%
 - (d) Complete installation of new equipment – 25%
 - (e) Successful commissioning and start up – 5%
 - (f) Substantial Completion – 10%
 - (g) Total Completion – 5%
 - (h) Close out documents (Commissioning report, training, O&M, red line submittals) – 5%

WARRANTY

D32. WARRANTY

- D32.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

DISPUTE RESOLUTION

D33. DISPUTE RESOLUTION

- D33.1 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 D33.
- D33.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"
- D33.3 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 Purchasing 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.
- D33.4 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.

D33.4.1 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.

D33.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D33.4.3 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.

D33.4.4 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 D33.4.3, 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

D34. INDEMNITY

D34.1 Indemnity shall be as stated in C17.

D34.2 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.

D34.3 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

D35. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D35.1 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.

D35.2 Further to **Error! Reference source not found.**, in the event that the obligations in D35 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.

D35.3 For the purposes of D35:

- (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.

D35.4 Modified Insurance Requirements

D35.4.1 If not already required under the insurance requirements identified in D12, 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.

D35.4.2 If not already required under the insurance requirements identified in D12, 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.

D35.4.3 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.

D35.4.4 Further to D12.4, 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.

D35.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D35.5 Indemnification By Contractor

D35.5.1 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.

D35.5.2 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.

D35.6 Records Retention and Audits

D35.6.1 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.

D35.6.2 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 D35.6.1 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.

D35.7 Other Obligations

D35.7.1 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.

D35.7.2 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.

D35.7.3 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.

D35.7.4 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.

D35.7.5 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.

D35.7.6 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 D13)

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. 929-2023

SOUTH END WATER POLLUTION CONTROL CENTRE (SEWPCC) B679 CHILLER REPLACEMENT

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 D13)

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. 929-2023

SOUTH END WATER POLLUTION CONTROL CENTRE (SEWPCC) B679 CHILLER REPLACEMENT

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 D15)

SOUTH END WATER POLLUTION CONTROL CENTRE (SEWPCC) B679 CHILLER REPLACEMENT

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

FORM K: EQUIPMENT

(See D15)

SOUTH END WATER POLLUTION CONTROL CENTRE (SEWPCC) B679 CHILLER REPLACEMENT

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

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, Purchasing 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 Request for Proposal shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Proponents 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:

<u>Specification No.</u>	<u>Specification Title</u>
	Table of Contents

DIVISION 01

General Requirements

011100	Summary of Work
013113	Project Coordination
013200	Construction Project Documentation
013300	Submittal Procedures
013529.01	Health and Safety
014100	Regulatory Requirements
014333	Contractors Field Services
014516.13	Contractor Quality Control
016100	Common Product Requirements
017303	Execution Requirements
017411	Cleaning
017700	Closeout Procedures
017823	Operation and Maintenance Data
017900	Demonstration and Training
019114	Equipment Testing and Facility Start up

DIVISION 02 –

EXISTING CONDITIONS

024113	Selective Demolition
028211	Asbestos Abatement Type 1
028212	Asbestos Abatement Type 2
028213	Asbestos Abatement Type 3

DIVISION 03 –

CONCRETE

031000	Concrete Formwork and Accessories
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032100 Reinforcing Bars
033000 Cast-in-Place Concrete
033900 Concrete Curing and Finishing

DIVISION 05 METALS

051200 Structural Steel Framing

DIVISION 07 THERMAL AND MOISTURE PROTECTION

078400 Firestopping

DIVISION 09 FINISHES

099000 Painting and Coating

DIVISION 23 HEATING, VENTILATING AND AIR CONDITIONING (HVAC)

230593 Testing Adjusting and Balancing for HVAC
232113 Hydronic Piping – General
232113.01 Hydronic Piping – Schedule Data Sheet
232113.02 Carbon Steel Piping Fittings Data Sheet
232113.03 Copper Tube and Fittings Data Sheet
232300 Refrigerant Piping
233113 Metal Ducts and Accessories
233113.01 Ductwork Schedule
233400 HVAC Fans
233400.01 HVAC Fans Schedule
233700 Air Outlets and Inlets
234619 Centrifugal Water Chiller

DIVISION 26 ELECTRICAL

260501 Common Work Results for Electrical
260520 Wire and Box Connectors (0-1000 V)
260521 Wires and Cables (0-1000 V)
260529 Hangers and Supports for Electrical Systems
260534 Conduits, Conduit Fasteners, and Conduit Fittings
260531 Splitters, Junction, Pull Boxes and Cabinets
260805 Acceptance Testing
262814 Fuses – Low Voltage
262823 Disconnect Switches - Fused and Non-Fused

DIVISION 40

400515 Piping and Cable Tray Support Systems
404213 Piping Insulation
408001 Process Piping Leakage Testing

E1.5 The following drawings are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
-	Cover Page
-	Drawing Index

STRUCTURAL

1-0102-SDTL-A008 Structural – Standard Details

MECHANICAL

1-0102-MAAA-A001 Mechanical – Legend and General Notes (1) - Sheet 001
1-0102-MAAA-A001 Mechanical – Legend and General Notes (1) - Sheet 002
1-0102-MGAD-B601 Mechanical Layout – Chiller CHLR-B679 Demolition/Construction
1-0102-MGAD-B602 Mechanical Layout – Exhaust Ventilation Construction
1-0102-MDTL-A001 Mechanical – HVAC Standard Details (1)
1-0102-MDTL-A002 Mechanical – HVAC Standard Details (2)
1-0102-MDTL-A003 Mechanical – HVAC Standard Details (3)

PROCESS & INSTRUMENTATION DIAGRAMS (P&IDs)

1-0102-PPID-B602 Boiler BLR-B651
1-0102-PPID-B603 Boiler BLR-B652
1-0102-PPID-B606 Chilled Water-Cooling System
1-0102-PPID-B901 Miscellaneous

ELECTRICAL & AUTOMATION

1-0102-ACBD-B003 Automation - CP-B820-1 and CP-B820-2, RIO-P800-4 – Discrete Inputs (3)
1-0102-AILD-B615 Automation – Loop Diagram - BLR-B651 Boiler Control Panel (1)

1-0102-AILD-B616 Automation – Loop Diagram – BLR-B616 Boiler Control Panel (1)
1-0102-AILD-B617 Automation – Loop Diagram CHLR-B679 Packaged Chiller Unit (1)
1-0102-AILD-B690 Automation – Loop Diagram AIT-B690 – Packaged Gas Detector Unit (1)
1-0102-EMCL-B646 Electrical – Motor Starter F-B680 Cooling Fan Tower (1)
1-0102-EMCL-B698 Electrical – Motor Starter EF-B682 Exhaust Fan (1)
1-0102-ESLD-B001 Electrical – Single Line Diagram – MCC-B720 (1)
1-0102-ECBD-B001 Electrical – MCC/Cabinet Layout – MCC-B720 (1)
1-0102P-E0012 Electrical – Panel Schedules Primary Clarifier Electrical Room

HISTORICAL

SEP-2148 Automation – Existing Boiler B651 loop (To be superseded by AILD-B615)
SEP-2149 Automation – Existing Boiler B651 loop (To be superseded by AILD-B616)
SEP-2166 Electrical – Existing Cooling Tower Fan Loop B680 (To be superseded by EMCL-B646)

E2. CHILLER SPECIFICATIONS

E2.1 Include FAT testing report

E3. ON-SITE START-UP INSPECTIONS AND ON-SITE COMMISSIONING ACTIVITIES

E3.1 On-site start-up inspections and on-site commissioning activities are planned to occur over one (1) full business day (8 hours) with time allotment for additional troubleshooting and deficiencies. The Contract Administrator will provide a minimum of five (5) Business Days

notice of requirement for an on-site initial start-up inspection and on-site field commissioning activities. In order to ensure reliable operation of a newly installed equipment total performance will be one month after all work has been completed, commissioning has been accepted and 1 month of Chiller operation has been completed.

- E3.2 Deficiencies during commissioning may result in follow up on-site activities and require attendance follow up inspection and commissioning activities.
- E3.3 The Contractor will be required to provide inspection checklists and commissioning forms for each piece of equipment. The Contractor will be responsible to fill out checklists and commission forms during site visits.
- E3.4 On-Site Start-up Inspections:
- (a) Provide the services of a qualified technical representative to be present at the initial start-up under this Contract to perform the following:
 - (i) Inspect the equipment to ensure they have been properly installed in accordance with the manufacturer's instructions.
 - (ii) Conduct and document motor current draw, rotation and speed tests.
 - (iii) Check for unusual vibration and/or noises.
 - (iv) Verify connection of instruments for control philosophy and PCS monitoring.
 - (v) Instruct City personnel in the Operation and Maintenance of the Goods.
 - (b) Promptly correct any deficiencies with the equipment at the Contractor's expense to the satisfaction of the Contract Administrator.
- E3.5 Field Tests:
- (a) Field tests will be performed as soon as possible after the Contractor has inspected the installation. Field tests will be to determine and check for the following:
 - (i) Capacity;
 - (ii) Noise;
 - (iii) Vibration;
 - (iv) Calibration;
 - (v) Analog signals;
 - (vi) Digital Statuses;
 - (vii) Functional control and operation checks;
 - (viii) Interlocks and;
 - (ix) Faults.
- E3.6 On-Site Commissioning Activities:
- (a) The Contractor will be required to assist with field commissioning activities identified in E3.5;
 - (b) If the Field Commissioning testing indicates the Goods supplied does not meet the specified requirements, the Contractor shall promptly correct the issues at their expense and to the Contract Administrator's satisfaction;
 - (c) If the Contractor is not satisfied with the procedure of the tests or the City's interpretation of the results thereof, the Contractor may have the tests repeated, or their interpretation referred to a referee to both the City and themselves. The cost of the services of such a referee shall be borne by the City if the referee rules that the tests as reported by the City were to the detriment of the Contractor. Otherwise if the referee rules in favour of the City, the Contractor shall pay the costs of the services of the referee and of the repeating tests required. The decision of the referee shall be final and binding both on the City and the Contractor and;
 - (d) The Contractor will be required to provide informal training to City personnel during commissioning activities. This informal training shall include instrument connections and

signals, proper installation and operation procedures along with proper storage of spare parts.

E3.7 Field Inspection and Commissioning Reports:

- (a) Prepare and submit a field inspection and commissioning report. The field report shall be submitted electronically no later than five (5) business days after completion of commission testing site visit and include the following:
 - (i) Contractor name and contact information of representative(s) on site;
 - (ii) Site visit dates and time on site;
 - (iii) Scope of the site visit;
 - (iv) Check sheet, parameter lists, ranges, etc. identifying all field checks have been performed
 - (v) Each check is to be initialed by the commissioning representative;
 - (vi) Any findings, corrections made, deficiencies found and any other items;
 - (vii) Pictures and;
 - (viii) Narrative of commissioning activities performed and challenges that occurred during each commission testing site visit.

E3.8 The price for “On-Site Start-Up Inspections” and “On-Site Commissioning Activities” shall include all costs associated with these items of work, including all subcontractor costs, travel expenses, accommodations, meals and wages.

E4. OPERATING AND MAINTENANCE (O&M) MANUALS

E4.1 Provide the Contract Administrator with manufacturer’s technical literature for each component supplied detailing correct installation procedure and recommended operating and maintenance schedule, grades of lubricants required and assembly/disassembly instructions.

E4.2 The Contractor shall provide one (1) electronic copy and two (2) hardcopy draft versions of the installation & storage, operation and maintenance instructions prior to each shipment of goods from the factory.

E4.3 After the Contractor has reached Total Performance, provide the Contract Administrator with one (1) electronic copy for each review submission for the complete Operating and Maintenance Manuals.

E4.4 Provide the Contract Administrator with five (5) hard copies and five (5) electronic copies of the Contract Administrator reviewed an approved Operating and Maintenance Manuals. Bind hard copies in a three (3) “D-Ring”, hard-covered, plastic jacketed binder with full cover and spine inserts. Organize contents into applicable sections of work, parallel to Specifications breakdown and provide tab dividers for separating sections along with cover sheets for each section. Provide each binder with USB for a complete electronic copy of Operating and Maintenance Manuals.

E4.5 Each Tab requires a section index page to list the separate items in each tab along with the page number and number of pages. All pages shall be numbered.

E4.6 Digital copies are to be word searchable and all tabs, indexes and references cross-reference linked (hyperlink).

E4.7 In addition to the information called in the Specifications, the following shall be included as part of the Operating and Maintenance Manuals:

- (a) Title Sheet, labelled “Operation and Maintenance Instructions”, containing Project Number & Name (S-1291 – SEWPCC B679 Chiller Replacement), Date.
- (b) Bid opportunity number and description of supplied goods and work performed;
- (c) Table of Contents indicating all sections contained in the Operation and Maintenance manual.

- (d) Tab A – Contractor Information
 - (i) Contractor name and address.
 - (ii) Contractor contact representative with phone number and email.
 - (iii) All Sub-Contractors names, addresses and contact information.
- (e) Tab B – Warranty
 - (i) Letter of Warranty, signed and dated to include warranty start date (from the date as stated in D32), warranty end date, Contractor warranty information.
 - (ii) Description of work/parts that are covered under warranty and warranty durations.
- (f) Tab C – equipment Models, serial and highlight specifications
 - (i) Quick reference equipment model and serial number and highlight specifications including pictures of supplied equipment.
 - (ii) Auxiliary equipment model, serial and specifications including pictures;
- (g) Tab D – Products and Shop Drawings
 - (i) Detailed Specifications;
 - (ii) Copy of all approved and as-constructed Shop Drawings. As-constructed Shop Drawings shall be sealed by a Professional Engineer licenced to practice engineering in the Province of Manitoba.
 - (iii) PID drawings (To be provided by consultant)
- (h) Tab E – Spare Parts & Tools
 - (i) Provide instructions for handling and storage of spare parts.
 - (ii) Provide a listing of any special tools required to operate and/or maintain the products.
 - (iii) Provide a listing of all spare parts included with pictures of each part, part numbers, quantities and practical life spans.
- (i) Tab F – Certified Factory Test Results
 - (i) General information page containing:
 - (a) Chiller information (model, serial, specifications
 - (b) Dates chiller was tested
 - (c) Tests performed on the chiller.
 - (d) Testing representatives.
 - (ii) Calibration of equipment used for testing procedures and test procedure arrangements.
 - (iii) Copy of all approved tests and documented information test forms completed at the factory, each test shall be signed by the Contractor representative and dated.
 - (iv) Factory inspection and verification reports/forms.
 - (v) Any additional performance reports.
 - (vi) Copy of current edition of factory certification for CSA and/or cUL compliance for Canadian Approval.
- (j) Tab G – Sequence of Operation
 - (i) Sequence of Operation outlining how systems installed were designed to work.
 - (ii) Provide description of entire mechanical system, operation and control.
 - (iii) Provide operating instructions, including start-up and shutdown procedures.
- (k) Tab H – Installation and Removal Instructions
 - (i) Provide instructions for handling and storage of equipment.
 - (ii) Provide instructions for installation and removal of equipment (including instruments).
- (l) Tab I – Maintenance Activities

- (i) Provide part books that illustrate and list all assemblies, sub-assemblies, and components for easy reference.
- (ii) Provide a seasonal shutdown procedure tailored to SEWPCC with picture
- (iii) Provide a Seasonal Startup procedure tailored to SEWPCC with pictures
- (iv) Provide instructions on preventative and corrective maintenance, with service procedures and recommended schedules.
- (v) Schedule for when preventative maintenance should be performed on all products.
- (vi) Recommended frequency for each maintenance task, cleaning inspections and scheduled overhauls and/or reconditioning.
- (vii) Provide maintenance checklist forms and test procedures for performing maintenance tasks for mechanical and electrical components.
- (viii) Provide troubleshooting table covering the complete control/electrical power systems, showing description of trouble, probable cause, and suggested remedial action.
- (ix) Cleaning: Instructions and schedules for all routine cleaning and inspection recommended, including recommended cleaners and lubricants.
- (x) Inspection: Periodic inspection of equipment required for operation, cleaning or other reasons, with items to be inspected and inspection criteria given for motors, impeller, seals, bearings, instruments and other maintenance items.
- (xi) Instructions for minor repairs and/or adjustments required for preventative maintenance routines.
- (xii) Instructions for any instruments and/or parts requiring calibration.
- (xiii) Listing of any special tools required to service and/or maintain the equipment.
- (m) Tab J – Inspection & Commissioning Reports
 - (i) Include two (2) field observation reports submitted for each site visit inspection and commissioning activities.
 - (ii) Confirmation letter identifying that all two (2) commissioning site visit activities were witnessed and verified to meet the requirements of the Specifications and the requirements of the project.
- (n) Tab K – Commissioning report
- (o) Tab L – Training Operations and Maintenance documents
- (p) Tab M - Spare
- (q) Tab N - Spare

E5. TRAINING SESSIONS

- E5.1 The Contractor shall provide virtual training to City staff by a factory-trained representative on the operation and maintenance of the Chiller and instruments.
- E5.2 Training for the equipment shall be conducted over Microsoft Teams. The Contractor shall provide a qualified representative as well as the necessary course materials. All course materials shall be provided as a presentation slide format.
- E5.3 The Contractor shall be required to electrically submit the presentation slide show in pdf format to the Contract Administrator.
- E5.4 The training shall have competency questions
- E5.5 Training shall be provided in one (1) session for Operation staff and one (1) session for Maintenance staff. Each training session shall be planned to be two (1) hour in duration and shall be performed on separate days. Training sessions shall be provided as a presentation slideshow done over Microsoft Teams. Submit one (1) electronic copy of each presentation slide show in pdf format to the Contract Administrator after completion of each training session to be distributed to attendees. Pdf pages shall be setup with two (2) slides on one (1) page.

E5.6 The Contractor will be required to four (4) hours of informal on-site training to City personnel. This informal training shall include inspections, service, troubleshooting and maintenance activities.

E5.7 Training shall be completed after Total Performance has been achieved. The Contract shall not be considered complete until the training has been provided.

E6. HAZARDOUS MATERIALS

E6.1 Asbestos (both known and presumed) will be distributed by the Work. Refer to Section 02 82 00 – Asbestos Abatement for details.

E7. CASH ALLOWANCE FOR ADDITIONAL WORK

E7.1 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.

E7.2 A cash allowance has been included on Form B: Prices.

E7.3 The City reserves the right to delete any or all of the Cash Allowance from the Contract if the Work intended to be covered by the Cash Allowance is not required, or if the Works intended are found to be more extensive than the provisional Cash Allowance.

E7.4 Cost of additional work shall be evaluated by the methods outlined in C7.4, and a Change Order prepared by the Contract Administrator. Cost of the Change Order will be paid on the Progress Estimate and deducted from the Cash Allowance. If the valuation of the authorized work exceeds the Value of the Cash Allowance, the Contract Value will be adjusted by the shortfall.

E7.5 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.

E7.6 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.

E7.7 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 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 (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.

E7.8 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

APPENDIX A – PINICHIN ASBESTOS REPORT