



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 490-2012**

**MACLEAN PUMPING STATION ELECTRICAL UPGRADES**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 MACLEAN PUMPING STATION ELECTRICAL UPGRADES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 29, 2012.

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

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

### **B3. SITE INVESTIGATION**

B3.1 Further to C3.1, the Contract Administrator or an authorized representative will be available at the MacLean Pumping Station located at 875 Lagimodiere Boulevard at 9:30 am on Tuesday, August 14, 2012 to provide Bidders access to the Site.

B3.2 Bidders will not be permitted to walk through the pumping station unattended.

B3.3 Bidders will not be allowed to take pictures at the site investigation. The Bidder may request pictures of specific areas from the Contract Administrator. The pictures will then be issued to all the Bidders registered for the site investigation.

B3.4 Although attendance at the Site Investigation is not mandatory, it is strongly suggested that Bidders attend.

B3.5 The Bidder is advised that CSA approved safety footwear and a hardhat is required while in the pumping station.

B3.6 Bidders are required to register for the Site Investigation at least 48 hours prior by contacting the Contract Administrator.

B3.7 Bidders registered for the site visit must provide a Public Safety Verification search obtained not earlier than one (1) year prior to the site visit. The Public Safety Verification must be provided to the following City of Winnipeg Representative:

Richard Song, P. Eng  
Project Engineer  
Water Services  
Water & Waste Department  
City of Winnipeg  
552 Plinguet St  
Winnipeg, MB, R2J 0G1  
Email: [rsong@winnipeg.ca](mailto:rsong@winnipeg.ca)  
Cell: (204) 232 – 0263

B3.7.1 New Public Safety Verification Checks may be obtained from BackCheck. Please click on the following link, complete the information, and Submit. You will then be contacted with the instructions to complete your Public Safety Verification.

Link: <http://backcheck.net/cityofwinnipeg>

(a) Results from the Public Safety Verification will be available within 24 hours (or next business day).

(b) Bidders will have to set up an account under their company name and grant access to Richard Song as noted above.

- (c) If additional assistance is required to obtain the Public Safety Verification Check, the Bidder may contact the following BackCheck Representative:

Linda Ferens  
BackCheck  
Email: lferens@backcheck.net  
Phone: (204) 999-0912

The Bidder will need to provide the BackCheck Representative with the following information

- (i) Company name
- (ii) Bid Opportunity Number
- (iii) Bid Opportunity Title
- (iv) City of Winnipeg Representative: Richard Song

B3.8 The Bidder shall not be entitled to rely on any information or interpretation received at the Site Investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

#### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

#### **B5. ADDENDA**

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

B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.2.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

## **B7. BID COMPONENTS**

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

- (a) Form A: Bid;
  - (b) Form B: Prices;
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg, MB R3B 1J1
- B7.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B14.1(a).
- B7.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204 949-1178.
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.8.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

**B8. BID**

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

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

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B8.4.2 All signatures shall be original.

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

## **B9. PRICES**

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

B9.1.1 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.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

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

B9.4 The Bidder shall state a labour rate for Form B, Item 4, for additional unforeseen labour during day-time hours. The rate shall be inclusive of:

- (a) Any potential overtime that may be required, other than specifically required night-time work due to City's operational requirements.
- (b) Additional general requirements including mobilization, safety, ventilation, hoisting equipment, etc.

B9.5 The Bidder shall state a labour rate for Form B, Item 5, for additional unforeseen night-time labour. The rate shall be inclusive of:

- (a) Additional general requirements including mobilization, safety, ventilation, hoisting equipment, etc.

B9.6 The maximum permissible labour rates for unforeseen work are shown on Form B.

B9.6.1 In the event that the labour rate indicated on Form B, is greater than the specified maximum rate, the maximum rate will be utilized for the purpose of bid evaluation and payment.

B9.7 The labour rates and specified material mark-up factor specified shall apply to all additional work, including additional work covered under Contract Change Orders.

B9.8 Escalation shall not apply to the labour rates.

B9.9 Form B, Item 6 is an allowance for additional material that may be required due to unforeseen changes to the work. Prices for material shall be based upon mark-ups as defined in E17.5.



B9.10 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B10. QUALIFICATION**

B10.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) upon request of the Contract Administrator, obtain Security Clearances in accordance with Appendix A;
- (e) be normally engaged in and fully competent in electrical and instrumentation works of a similar nature and employ qualified journeyman familiar with the equipment and devices being installed.

B10.4 Further to B10.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractors has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/> .

B10.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

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

- B11.1 Bids will not be opened publicly.
- B11.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B11.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

## **B12. IRREVOCABLE BID**

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

## **B13. WITHDRAWAL OF BIDS**

- B13.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B13.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
  - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.
- B13.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B14. EVALUATION OF BIDS**

- B14.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity or acceptable deviation there from (pass/fail);

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

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

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

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

B14.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B14.4.2 Further to B14.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

## **B15. AWARD OF CONTRACT**

B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B14.

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

B15.4 Notwithstanding C4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B15.5 The Contract, as defined in C1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of 600V electrical distribution equipment and cabling, along with supporting automation and HVAC upgrades at the MacLean Water Pumping Station.

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

- (a) Replace the existing essential and non-essential motor control centres (MCCs).
- (b) Replace and/or re-use existing load feeders as per the drawings.
- (c) Replace two (2) 4160-600V transformers.
- (d) Install a new 600V distribution panel.
- (e) Install a new automatic transfer switch.
- (f) Install a new 600-120/208V transformer and 120/208V panelboard.
- (g) Modify existing ductwork.
- (h) Demolish portions of the existing cable tray and install new cable tray.
- (i) Re-route and terminate three (3) 4160V pump motor feeder cables.
- (j) Replace the power meter within the 5kV switchgear.
- (k) Install new junction boxes and control panels as per the drawings.
- (l) Demolish existing pneumatic-based HVAC sensors and tubing.
- (m) Install new HVAC controls for the air handler heating control.
- (n) Install new sump pump controls.
- (o) Install new air compressor controls.

#### D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**MCC**" means Motor Control Centre;

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is SNC-Lavalin Inc., represented by:

Curtis Reimer  
Project Manager / Lead Automation Engineer  
SNC-Lavalin Inc.  
148 Nature Park Way, Winnipeg, MB, R3P 0X7  
Telephone No. (204) 786-8080  
Facsimile No. (204) 786-7934

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

D4.3 Bids Submissions must be submitted to the address in B7.5.

**D5. CONTRACTOR'S SUPERVISOR**

- D5.1 At the pre-construction meeting, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

**D6. NOTICES**

- D6.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the facsimile number identified in D4.1.
- D6.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:  
The City of Winnipeg  
Chief Financial Officer  
Facsimile No.: 204 949-1174

- D6.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:  
The City of Winnipeg  
Legal Services Department  
Attn: Director of Legal Services  
Facsimile No.: 204 947-9155

**D7. FURNISHING OF DOCUMENTS**

Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Bid Opportunity. If the Contractor requires additional sets of the Bid Opportunity, they will be supplied to him/her at cost.

**SUBMISSIONS**

**D8. AUTHORITY TO CARRY ON BUSINESS**

- D8.1 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.

**D9. SAFE WORK PLAN**

- D9.1 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.
- D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg,

Corporate Finance, Materials Management Division website at  
<http://www.winnipeg.ca/matmgt/Safety/default.stm>

## **D10. INSURANCE**

D10.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) Automobile Liability Insurance 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) Deductibles to be borne by the Contractor/sub-contractor.
- (d) Workers compensation must be in place in accordance with provincial legislation.
- (e) All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- (f) The Contractor shall not cancel, or cause any such policy or policies to lapse without a minimum thirty (30) days prior written notice to the City.
- (g) The Contractor shall provide the Contract Administrator with evidence of insurance at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of the Contract. The evidence shall be in a form of a certificate of insurance and must be satisfactory to the City Solicitor.
- (h) All policies shall be in a form satisfactory to the City of Winnipeg and shall be kept in full force during the Work.

## **D11. PERFORMANCE SECURITY**

D11.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D11.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D11.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

## **D12. SUBCONTRACTOR LIST**

D12.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

## **D13. DETAILED WORK SCHEDULE**

D13.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D13.2 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;
- all acceptable to the Contract Administrator.

D13.3 Further to D13.2(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:

Further to D13.2(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.

## **SCHEDULE OF WORK**

### **D14. COMMENCEMENT**

D14.1 The Contractor shall not commence any Work until he/she is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.

D14.2 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 D8;
  - (ii) evidence of the workers compensation coverage specified in C6.15;
  - (iii) the Safe Work Plan specified in D9;
  - (iv) evidence of the insurance specified in D10;
  - (v) the performance security specified in D11;
  - (vi) the Subcontractor list specified in D12;
  - (vii) the detailed work schedule specified in D13; and
  - (viii) the Security Clearances in accordance with Appendix A.
- (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.

D14.3 The City intends to award this Contract by September 26, 2012.

D14.3.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.



**D15. CRITICAL STAGES**

- D15.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) The Contractor must ensure that all work relating to MCC-M3E is complete and commissioned by: March 29, 2013
  - (b) The Contractor must ensure that all work relating to MCC-M1 and DP-M2 are complete and commissioned by: June 3, 2013

**D16. SUBSTANTIAL PERFORMANCE**

- D16.1 The Contractor shall achieve Substantial Performance by June 28, 2013.
- D16.2 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.
- D16.3 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.

**D17. TOTAL PERFORMANCE**

- D17.1 The Contractor shall achieve Total Performance by August 30, 2013.
- D17.2 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.
- D17.3 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.

**D18. LIQUIDATED DAMAGES**

- D18.1 If the Contractor fails to achieve Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:
- (a) Critical Stages – One Thousand Five Hundred dollars (\$1500);
  - (b) Substantial Performance – One Thousand Five Hundred dollars (\$1500);
  - (c) Total Performance – Two Hundred dollars (\$200).
- D18.2 The amounts specified for liquidated damages in D18.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance or Total Performance by the days fixed herein for same.
- D18.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **CONTROL OF WORK**

### **D19. JOB MEETINGS**

- D19.1 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.
- D19.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

### **D20. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D20.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

## **MEASUREMENT AND PAYMENT**

### **D21. PAYMENT**

- D21.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **WARRANTY**

### **D22. WARRANTY**

- D22.1 Warranty is as stated in C13.

**FORM H1: PERFORMANCE BOND**  
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

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

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

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

BID OPPORTUNITY NO. 490-2012

MACLEAN PUMPING STATION ELECTRICAL UPGRADES

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

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

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

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

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

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

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

SIGNED AND SEALED  
in the presence of:

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

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

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

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

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

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)**  
(See D11)

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

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 490-2012  
MACLEAN PUMPING STATION ELECTRICAL UPGRADES

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

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

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

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

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

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

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

Partial drawings are permitted.

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

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

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

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

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

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

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

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

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

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

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

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



## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

<u>Specification No.</u>	<u>Specification Title</u>
01 33 00	SUBMITTAL PROCEDURES
01 45 00	QUALITY CONTROL
01 51 00	TEMPORARY UTILITIES
01 52 00	CONSTRUCTION FACILITIES
01 56 00	TEMPORARY BARRIERS AND ENCLOSURES
01 61 00	COMMON PRODUCT REQUIREMENTS
01 73 03	EXECUTION REQUIREMENTS
01 74 11	CLEANING
01 78 00	CLOSEOUT SUBMITTALS
03 05 10	CAST-IN-PLACE CONCRETE
03 20 00	CONCRETE REINFORCING
07 84 00	FIRE STOPPING
23 31 14	METAL DUCTS - LOW PRESSURE TO 500 PA
26 05 01	COMMON WORK RESULTS – ELECTRICAL
26 05 21	WIRES AND CABLES (0-1000 V)
26 05 22	CONNECTORS AND TERMINATIONS
26 05 28	GROUNDING – SECONDARY
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
26 05 31	SPLITTERS, JUNCTION, PULL BOXES AND CABINETS
26 05 34	CONDUITS, CONDUIT FASTENINGS AND FITTINGS
26 05 36	CABLE TRAYS FOR ELECTRICAL SYSTEMS
26 08 05	ACCEPTANCE TESTING
26 09 02	METERING AND SWITCHBOARD INSTRUMENTS
26 12 16	DRY TYPE, MEDIUM VOLTAGE TRANSFORMERS
26 12 17	DRY TYPE TRANSFORMERS UP TO 600 V PRIMARY
26 24 17	PANELBOARDS BREAKER TYPE
26 24 19	MOTOR CONTROL CENTRES
26 28 21	MOULDED CASE CIRCUIT BREAKERS
26 29 01	CONTACTORS
26 29 10	MOTOR STARTERS TO 600 V
26 29 50	ELECTRICAL CONTROL PANELS
26 35 33	POWER FACTOR CORRECTION EQUIPMENT
26 36 23	AUTOMATIC TRANSFER SWITCHES
40 80 11	AUTOMATION COMMISSIONING
40 90 01	AUTOMATION – FIELD PUSHBUTTONS, SWITCHES, AND INDICATORS
40 91 00	AUTOMATION - PROCESS MEASUREMENT DEVICES
40 99 01	TRAINING



<u>Drawing No.</u>	<u>Drawing Name/Title</u>
	COVER PAGE
1-0630M-D0003	DRAWING INDEX
1-0630M-E0001	ELECTRICAL SINGLE LINE DIAGRAM, LEGEND AND DETAILS
1-0630M-E0002	ELECTRICAL SINGLE LINE DIAGRAM, 4160V DISTRIBUTION
1-0630M-E0003	ELECTRICAL SINGLE LINE DIAGRAM, 600V GENERATORS AND ESSENTIAL SWITCHGEAR
1-0630M-E0004	ELECTRICAL SINGLE LINE DIAGRAM, 600V NON-ESSENTIAL SWITCHGEAR AND DISTRIBUTION
1-0630M-E0008	UPS UPGRADES, SINGLE LINE DIAGRAM & LAYOUT, REMOVALS & INSTALLATIONS
1-0630M-E0012 Rev. 01	ELECTRICAL EQUIPMENT PLAN, ELECTRICAL ROOM
1-0630M-E0012 Rev. 02	ELECTRICAL EQUIPMENT PLAN, ELECTRICAL ROOM
1-0630M-E0013	ELECTRICAL EQUIPMENT ELEVATIONS, 4160V SWITCHGEAR AND 600V SWITCHGEAR/MCC
1-0630M-E0015	THREE LINE DIAGRAM, 4160V MAIN BREAKER
1-0630M-E0021	ELECTRICAL SINGLE LINE DIAGRAM, MISCELLANEOUS DISTRIBUTION
1-0630M-E0022	ELECTRICAL SINGLE LINE DIAGRAM – OVERVIEW
1-0630M-E0023	ELECTRICAL SINGLE LINE DIAGRAM, MCC-M1
1-0630M-E0024	ELECTRICAL SINGLE LINE DIAGRAM, DP-M2
1-0630M-E0025	ELECTRICAL SINGLE LINE DIAGRAM, MCC-M3E ESSENTIAL MCC
1-0630M-E0026	MCC ELEVATION AND DETAILS, MCC-M1
1-0630M-E0027	MCC ELEVATION AND DETAILS, MCC-M3E
1-0630M-E0028	MCC SCHEDULES, MCC-M1 AND MCC-M3E
1-0630M-E0029	PANEL SCHEDULE AND DETAILS, DP-M2
1-0630M-E0030	ELECTRICAL EQUIPMENT PLAN, PUMP LEVEL
1-0630M-E0031-001	ELECTRICAL EQUIPMENT PLAN, MEZZANINE LEVEL
1-0630M-E0031-002	ELECTRICAL EQUIPMENT PLAN, MEZZANINE LEVEL
1-0630M-E0032	ELECTRICAL EQUIPMENT PLAN, MAIN FLOOR
1-0630M-E0033	ELECTRICAL EQUIPMENT PLAN, ROOF LEVEL
1-0630M-E0034-001	CABLE TRAY LAYOUT, MEZZANINE LEVEL
1-0630M-E0034-002	CABLE TRAY LAYOUT, MEZZANINE LEVEL
1-0630M-E0034-003	CABLE TRAY LAYOUT, MEZZANINE LEVEL
1-0630M-E0035	CABLE TRAY LAYOUT, ELECTRICAL ROOM
1-0630M-E0036	CONSTRUCTION PLAN, ELECTRICAL ROOM, PHASE 1
1-0630M-E0037	CONSTRUCTION PLAN, ELECTRICAL ROOM, PHASE 2
1-0630M-E0038	CONSTRUCTION PLAN, ELECTRICAL ROOM, PHASE 3
1-0630M-E0039	CONSTRUCTION PLAN, ELECTRICAL ROOM, PHASE 4
1-0630M-E0040	CONDUIT RISER DIAGRAM
1-0630M-E0041-001	GROUNDING PLAN, MEZZANINE LEVEL
1-0630M-E0041-002	GROUNDING PLAN, MEZZANINE LEVEL
1-0630M-E0042	PANELBOARD SCHEDULES
1-0630M-E0043	PANEL LAYOUT, JB-M1, JB-M2, JB-M3
1-0630M-E0044	INSTALLATION DETAILS, PNL-M10
1-0630M-E0045	MOTOR STARTER SCHEMATIC, AHU-M601, PUMP ROOM AIR HANDLING UNIT
1-0630M-E0046	MOTOR STARTER SCHEMATIC, AHU-M602, PUMP ROOM AIR HANDLING UNIT
1-0630M-E0047	MOTOR STARTER SCHEMATIC, AHU-M603, PUMP ROOM AIR HANDLING UNIT
1-0630M-E0048	MOTOR STARTER SCHEMATIC, AHU-M604, PUMP ROOM AIR HANDLING UNIT
1-0630M-E0049	MOTOR STARTER SCHEMATIC, AHU-M605, ELECTRICAL ROOM AIR HANDLING UNIT
1-0630M-E0050	MOTOR STARTER SCHEMATIC, EF-M681, PUMP ROOM EXHAUST FAN
1-0630M-E0051	MOTOR STARTER SCHEMATIC, EF-M682, PUMP ROOM EXHAUST FAN
1-0630M-E0052	MOTOR STARTER SCHEMATIC, EF-M683, PUMP ROOM EXHAUST FAN
1-0630M-E0053	MOTOR STARTER SCHEMATIC, EF-M684, PUMP ROOM EXHAUST FAN

1-0630M-E0054	MOTOR STARTER SCHEMATIC, EF-M686, CL2 EQUIPMENT ROOM EXHAUST FAN
1-0630M-E0055	MOTOR STARTER SCHEMATIC, EF-M689, CL2 SCALE ROOM EXHAUST FAN
1-0630M-E0056	MOTOR STARTER SCHEMATIC, EF-M690, CL2 STORAGE ROOM EXHAUST FAN
1-0630M-E0057	MOTOR STARTER SCHEMATIC, EF-M692, CL2 STORAGE ROOM EXHAUST FAN
1-0630M-E0058	MOTOR STARTER SCHEMATIC, P-M941, SUMP PUMP
1-0630M-E0059	MOTOR STARTER SCHEMATIC, P-M942, SUMP PUMP
1-0630M-E0060	MOTOR STARTER SCHEMATIC, AC-M901, INSTRUMENT AIR COMPRESSOR
1-0630M-E0061	MOTOR STARTER SCHEMATIC, AC-M902, INSTRUMENT AIR COMPRESSOR
1-0630M-E0062	MOTOR STARTER SCHEMATIC, AC-M903, VALVE AIR COMPRESSOR
1-0630M-E0063	CONTACTOR SCHEMATIC, HCE-M609, PREHEAT DUCT HEATER
1-0630M-E0064	CONTACTOR SCHEMATIC, HCC-M601, ELECTRIC HEATING COIL FOR AHU-M601
1-0630M-E0065	CONTACTOR SCHEMATIC, HCC-M603, ELECTRIC HEATING COIL FOR AHU-M603
1-0630M-E0066	PANEL LAYOUT AND SCHEMATIC, JB-M32U-1, UPS POWER DISTRIBUTION
1-0630M-E0067	GROUNDING INSTALLATION DETAILS
1-0630M-E0068	CONNECTION DIAGRAM AND DETAILS, ATS-M1 AND ATS-M3E, TRANSFER SWITCHES
1-0630R-E0001	ELECTRICAL SINGLE LINE DIAGRAM, RESERVOIR VALVE HOUSE
1-0630M-A0030	LOOP DIAGRAM, ATS-M3E POSITION STATUS, LOOP M916
1-0630M-A0031	LOOP DIAGRAM, MCC-M1 VOLTAGE PRESENT, LOOP M913
1-0630M-A0032	LOOP DIAGRAM, DP-M2 VOLTAGE PRESENT, LOOP M914
1-0630M-A0033	LOOP DIAGRAM, MCC-M3E VOLTAGE PRESENT, LOOP M915
1-0630M-A0034	LOOP DIAGRAM, PUMP ROOM TEMPERATURE, LOOP M608
1-0630M-A0035	LOOP DIAGRAM, AHU-M601 DISCHARGE AIR TEMPERATURE, LOOP M601
1-0630M-A0036	LOOP DIAGRAM, AHU-M603 DISCHARGE AIR TEMPERATURE, LOOP M603
1-0630M-A0037	NETWORK DIAGRAM
1-0630M-A0038	PANEL LAYOUT, LCP-M600
1-0630M-A0039	PANEL LAYOUT AND SCHEMATIC, LCP-M608, HEATING CONTROL PANEL
1-0630M-A0040	PANEL LAYOUT, LCP-M900, AIR COMPRESSOR CONTROL PANEL
1-0630M-A0041	PANEL LAYOUT, LCP-M940, SUMP PUMP CONTROL PANEL
1-0630M-A0042	LOOP DIAGRAM, XFMR-M1 WINDING HIGH TEMPERATURE SWITCH, LOOP M911
1-0630M-A0043	LOOP DIAGRAM, XFMR-M2 WINDING HIGH TEMPERATURE SWITCH, LOOP M912
D-2491	TRANSFORMER #1 WINDING HIGH TEMP SWITCH
D-2492	TRANSFORMER #2 WINDING HIGH TEMP SWITCH
D-2493	600V LOSS STATUS
1-0630M-M0025	HVAC DEMOLITION PLANS, MEZZANINE LEVEL - NORTH
1-0630M-M0026	HVAC DUCT PLAN, MEZZANINE LEVEL – NORTH, NEW WORK
1-0630M-M0027	HVAC DUCT PLAN, MEZZANINE LEVEL – SOUTH, REMOVALS AND NEW WORK

<u>Filename</u>	<u>Document Code</u>	<u>Document Name/Title</u>
490-2012_Cable_Schedule.pdf	508955-0000-47EL-0002	Cable Schedule
490-2012_Electrical_Forms.pdf	-	Electrical Forms
490-2012_Equipment_Schedule.pdf	508955-0000-40EL-0001	Equipment Schedule
490-2012_Instrument_List.pdf	508955-0000-48EL-0002	Instrument List
490-2012_Lamacoid_Schedule.pdf	508955-0000-47EL-0003	Lamacoid Schedule

490-2012\_Construction\_Work\_Plan.pdf 508955-0000-40EH-0001 Construction Work Plan

E1.4 The following are included for reference:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1-0630M-E0016	THREE LINE DIAGRAM, 600V SWITCHGEAR
1-0630M-E0017	CONTROL SCHEMATIC, 600V SWITCHGEAR, BREAKERS 52LTT, 52LT1, 52LTG
1-0630M-E0018	CONTROL SCHEMATIC, 600V SWITCHGEAR, BREAKER 52LTC
ME-13	CONTRACT A – PUMPING STATION STRUCTURAL – PLAN ABOVE ELEVATION 762.00 SHEET 1
ME-20	CONTRACT A – PUMPING STATION SUPERSTRUCTURE – PLAN ABOVE 762.00 AND ROOF PLAN
ME-24	CONTRACT A – PUMPING STATION MECHANICAL – PLAN ABOVE ELEVATIONS 730.00, 740.00, & 750.00
ME-32	CONTRACT A – PUMPING STATION HEATING AND VENTILATING PLANS ABOVE ELEVATIONS 740.00 AND 750.00
ME-33	CONTRACT A – PUMPING STATION HEATING AND VENTILATING PLAN ABOVE ELEVATION 762.00 AND SECTIONS
ME-34	CONTRACT A – PUMPING STATION HEATING AND VENTILATING FLOW AND CONTROL DIAGRAMS
ME-35	CONTRACT A – PUMPING STATION ELECTRICAL – SINGLE LINE AND BLOCK DIAGRAMS
ME-36	CONTRACT A – PUMPING STATION ELECTRICAL – POWER PLANS ABOVE ELEVATIONS 740.00 AND 750.00
ME-38	CONTRACT A – PUMPING STATION ELECTRICAL – POWER PLAN ABOVE ELEVATION 762.00 AND DETAILS
ME-39	CONTRACT A – PUMPING STATION ELECTRICAL – LIGHTING PLAN ABOVE ELEVATION 762.0 AND DETAILS
ME-40	CONTRACT A – PUMPING STATION ELECTRICAL – CONTROL SCHEMATIC DIAGRAMS, SHEET 1
ME-249	MACLEAN PUMPING STATION PUMPHOUSE HVAC UPGRADE MECHANICAL
ME-250	MACLEAN PUMPING STATION PUMPHOUSE HVAC UPGRADE PROCESS DRAWING
ME-251	MACLEAN PUMPING STATION PUMPHOUSE HVAC ELECTRICAL

## GENERAL REQUIREMENTS

### E2. EXPEDITED SHOP DRAWINGS

- E2.1 In order to expedite Shop Drawings with critical timeliness, the Lowest Responsive Bidder, as outlined in B14, will be permitted, after receiving written approval from the Contract Administrator, to arrange for the preparation of Shop Drawings for the following items with critical timelines:
- (a) Motor Control Centers MCC-M1, MCC-M3E
  - (b) Automatic Transfer Switch, ATS-M3E
  - (c) Distribution Panel DP-M2
- E2.2 If Award is made to the Lowest Responsive Bidder, then no specific payment for the preparation of Shop Drawings will be made.
- E2.3 If no contract is awarded, then the City of Winnipeg will pay the requested Bidder up to a maximum of one thousand dollars (\$1000.00) for the complete set of requested submissions noted above, for the preparation and delivery of Shop Drawings. Delivery of the Shop Drawings to the City and payment of the above amounts will constitute full and final consideration of each party to the other, and neither party will have any further liability to the other with respect to this Bid Opportunity.

### **E3. HAZARDOUS MATERIALS**

- E3.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.
- E3.2 Asbestos is known to be present on the insulated ductwork. The Contractor is responsible for all requirements associated with working around asbestos.
- E3.3 Asbestos is known to be present within the pipe fittings in the facility. The City has remediated the fittings on the mezzanine level in the area where most of the cabling work will occur. Ensure that all remaining asbestos is undisturbed.
- E3.4 The City utilizes chlorine gas on site as part of the water pumping process. A chlorine gas detector is installed with alarming to notify personnel of any potential toxic chlorine gas levels. The Contractor is expected to follow City policies regarding chlorine gas safety.

### **E4. SPECIFIC REQUIREMENTS**

- E4.1 The Contractor shall provide all materials, fabrications, finishes, temporary installation, documentation, shop drawings, means and methods necessary to fully install all of the new works identified on the contract drawings in a safe manner, fit-for-purpose intended. The description of work provided herein is intended to be a general description of work activities, and is not intended to be an exhaustive listing of all tasks necessary to complete the scope of installations given on the drawings or specifications.
- E4.2 Exercise care where cutting holes in existing concrete elements so as not to damage existing reinforcing or conduit.
- (a) For reinforced concrete floors, locate existing reinforcing and conduit by X-Ray or Ground Penetrating Radar scanning and mark out on the surface of the concrete prior to cutting.
    - (i) Mark the location of the proposed hole and all adjacent rebar and conduits.
    - (ii) Obtain approval from the Contract Administrator prior to cutting.
  - (b) Concrete floors are up to 305mm thick at this site. Concrete scanning device to be capable of detecting rebar and conduit in the full depth of the floor.
  - (c) Submit datasheet of concrete scanning device for review prior to utilizing.
- E4.3 The Contractor shall exercise care where installing anchors into existing concrete elements so as not to damage existing reinforcing. All anchors shall be installed utilizing carbide tip drill bits. The existing reinforcing shall be located utilizing a reinforcing bar locator and marked out on the surface of the concrete. The drill holes shall be advanced to the required depth for installation of the anchors. Should reinforcement be encountered while drilling, terminate the hole and reposition to clear the reinforcement. Do not use core bits that can easily intercept and damage/cut the reinforcing during drilling.
- E4.4 The Contractor shall abide by the Arc Flash PPE requirements of CSA-Z462, Workplace Electrical Safety, and the arc flash labels on existing facility equipment.
- E4.5 Wire nuts
- (a) Wire nuts are not permitted in conduit bodies
  - (b) Wire nuts are permitted in junction boxes for lighting and receptacle wiring only. Wire nuts are not permitted for automation wiring.
- E4.6 All conduit routes shall be approved by the Contract Administrator prior to installation of new conduit.

## **E5. EQUIPMENT SUPPLIED BY OTHERS**

- E5.1 The City will supply the following equipment:
- (a) One (1) 25 kVA transformer to replace the existing transformer XFMR-PNL-B.
  - (b) One (1) panelboard interior for PNL-B.
  - (c) One (1) 600VAC temporary generator for powering the Reservoir Valve House during the replacement of the Reservoir Valve House feeder cable.

## **E6. EQUIPMENT AND MATERIALS**

- E6.1 The Contractor shall supply all equipment and materials necessary to execute the work, except for the equipment and material listed in E5 and as shown on the Drawings to be re-used.
- E6.2 Existing equipment and materials may be re-used only as specifically indicated in these specifications, as shown on the Drawings or as approved by the Contract Administrator.

## **E7. SECURITY**

- E7.1 The Contractor is responsible for all material and equipment stored on the site.
- E7.2 The City will provide the Contractor with keys to the facility. The Contractor is responsible for providing a \$500 deposit for each key provided.
- E7.3 All entry doors into the facility are to remain locked at all times.
- E7.4 Follow City procedures regarding entrance and exit.

## **E8. SALVAGE**

- E8.1 All salvaged equipment and materials as determined by the Contract Administrator shall remain property of the City until noted otherwise. Set aside all demolished equipment and material and allow three (3) Working Days for the City to salvage any wanted parts and material prior to disposal.
- (a) Notify the Contract Administrator upon salvaged equipment and material being available.
- E8.2 The Contractor shall remove and haul all rejected salvage from the site and legally dispose of it.
- E8.3 Removal and delivery of salvageable and non-salvageable equipment and material shall be considered incidental to the Contract Work and no additional payment will be made for such Work.

## **E9. EQUIPMENT IDENTIFICATION**

- E9.1 The City intends to review and potentially modify the equipment identification prior to construction. A complete set of updated drawings will be provided with any modification to the identification system. Any change to equipment identification shall be considered incidental to the Contract, and not eligible for additional payment.

## **E10. DANGEROUS WORK CONDITIONS**

- E10.1 Further to clause C 6.26 of the General Conditions, the Contractor shall be aware that the sump pump chamber, and suction and discharge header areas are considered a confined space and shall follow the "Guidelines for confined Entry Work" as published by the Manitoba Workplace Safety and Health Division.
- E10.2 The Contractor shall be aware of the potential hazards that can be encountered in confined spaces such as toxic gases and oxygen deficiency. The Contractor's Safe Work Plan should address these issues.

- E10.3 The air in a confined space must be tested before entry and continuously during the time that personnel are inside the space. Equipment for continuous monitoring of gases must be explosion-proof and equipped with a visible and audible alarm. The principal tests are for oxygen deficiency and toxic gases. Testing equipment must be calibrated in accordance with manufacturer's specifications.
- (a) The Contractor is responsible for all testing requirements.
- E10.4 The Contractor shall ventilate all confined spaces including underground chambers, tunnels, and shafts as required and approved by the Manitoba Workplace Safety and Health Act (the "Act"). If no ventilation is supplied, a worker must wear a respirator or supplied air to enter the confined space.
- E10.5 The Contract Administrator may issue a stop work order to the Contractor if the above guidelines are not being followed. The Contractor shall not resume operations until the Contract Administrator is satisfied the Contractor is following the appropriate procedures. The Contractor shall have no claim for extra time or costs due to the stop work order for not following these safety guidelines.
- E11. TEMPORARY USE OF CITY EQUIPMENT**
- E11.1 City facilities, systems and equipment shall not be used during construction without the Contract Administrator's written permission. The Contract Administrator reserves the right to withdraw said permission if, in his opinion, proper care and maintenance are not provided.
- E12. PUMPING STATION OPERATION DURING CONSTRUCTION**
- E12.1 The facility related to the Work is critical to the transport of potable water for the City of Winnipeg. Under no condition shall the station services be shut down without prior permission of the Contract Administrator.
- E12.2 The Contractor is advised that the MacLean Water Pumping Station will be allowed to be taken out of operation only after the Contractor's schedule of activities to complete the Work is approved by the Contract Administrator. The Contractor shall plan his construction activities to allow for the minimum amount of disruption time to normal operating status of the stations.
- E12.3 The Contractor shall cooperate with and provide full access at all times for City personnel to carry out maintenance and operational duties.
- E12.4 No additional payments will be made for providing access to City forces on the site or any potential affect City crews might have on the Contractor's work.
- E12.5 Prepare and submit shutdown plans a minimum of five (5) Working Days prior to the proposed shutdown.
- E12.6 All operation and control relating to the water process will be by the City.
- E12.7 Temporary shutdowns for the MacLean Water Pumping Station are only permitted between the hours of 11:30pm and 5:00am. Under no circumstance will be pumping station be permitted to shut down during the day.
- E12.8 Schedule several work activities to be completed in the same shutdown where possible to minimize the number of station shutdowns required.
- E12.9 There will be no charge to temporarily shut down the water pumping station for the work activity listed.
- E12.10 If an unreasonable number of station shutdowns are required to complete the same work activity due to the Contractor's method of operation, a fee of \$500.00 per hour may be charged to the Contractor and deducted from future Progress Payments.

- E12.11 In the event that the Contractor causes an unplanned partial or complete shutdown, and, in the opinion of the Contract Administrator, is deemed to be at fault, the Contractor may be charged a fee between \$2,000 and \$10,000 to cover the City's costs associated with the shutdown. This does not waive or eliminate any associated insurance or other requirements.
- E12.12 In the event that the Contractor causes an unplanned partial or complete shutdown, the Contractor is responsible for providing all required services to remediate the issues on an emergency basis. No payment will be made to the Contractor for repair of any item related to the Contractor's work.
- E12.13 The Contract Administrator reserves the right to cancel a planned station shutdown if in his opinion any conditions would not allow for a shutdown of sufficient duration to complete the work activity. The Contractor shall reschedule the work activity to a more suitable time.
- E12.14 The Contract Administrator reserves the right to cancel a planned station shutdown during inclement weather, or due to operational issues, including issues within other City facilities.
- E12.15 The Contractor is responsible for all temporary lighting and heating during construction.

### **E13. CONSTRUCTION WORK PLAN**

- E13.1 A Construction Work Plan is included with the Bid Opportunity.
- (a) The Contractor is required to review the Construction Work Plan for constructability and submit any proposed changes to the Contract Administrator for review.
- E13.2 Submit a Detailed Work Plan document for review and approval by the Contract Administrator on each Thursday, indicating the following:
- (a) Detailed description of all work planned for the next week. Where required or requested by the Contract Administrator, provide:
- (i) The proposed construction sequence to be followed including all methods to be employed to ensure that no damage or unintended service outages occur.
  - (ii) A description of all proposed methods of construction to be implemented.
  - (iii) Specialized equipment that may be used.
- (b) Planned shutdowns within the next 2- 4 weeks.
- (c) Any design revisions proposed to accommodate the Contractor's proposed method of construction.
- (d) The Contractor shall respond to any concerns that may be raised by the Contract Administrator's review of the Contractor's construction methods submission.
- E13.3 All shutdowns require detailed planning and approval by the City. The Contractor must submit information required to support the creation of a detailed Shutdown Procedure and Work Plan. The Contract Administrator will assist with the creation of these documents and coordinating with the City.
- E13.4 No work shall proceed without the inclusion of the work on a Detailed Work Plan and corresponding approval of the work by the Contract Administrator.

### **E14. MOBILIZATION AND DEMOBILIZATION**

- E14.1 Description
- E14.1.1 Mobilization and demobilization will include but not be limited to start-up costs, equipment set-up and removal, storage facilities set-up and removal and site cleanup.
- E14.2 Measurement and Payment

- E14.2.1 A maximum of 50% of Form B, Item 1 or 5% of the Total Bid Price, whichever is less, may be submitted for progress payment upon mobilization. The remaining amount will be paid out upon demobilization.
- E14.2.2 The Contractor is eligible for payment of mobilization services when the Contract Administrator is satisfied that:
- (a) The Contractor has met all the Commencement requirements specified D14.
  - (b) The Contractor has mobilized and initiated work on Site.
- E14.2.3 The Contractor is eligible for payment of demobilization services when the Contract Administrator is satisfied that:
- (a) The Contractor has achieved Substantial Performance,
  - (b) the Contractor has demobilized, and
  - (c) the Contractor has restored and cleaned up the site.

## **E15. HVAC MODIFICATIONS**

- E15.1 The scope of work includes, but is not limited to:
- E15.1.1 Modify the supply air ductwork and reinstall associated instrumentation associated with the electrical and control room to facilitate the installation of cable tray in the area.
- E15.1.2 Modify the return air duct at the south-end of the facility to provide clearance for installation of a new 120/208V panelboard and associated cabling.
- E15.1.3 Remove a section of abandoned ductwork and associated supporting system within the facility. The work includes but is not limited to:
- E15.1.4 Remove and dispose of abandoned ductwork;
- (a) Close off and seal any points of coupling to existing ductwork; and
  - (b) In-fill floor penetration and match finish with that of the existing floor.
- E15.2 Measurement and Payment
- E15.2.1 Payment will be based on Form B, Item 2, as accepted and measured by the Contract Administrator.
- E15.2.2 A maximum of 95% may be submitted for progress payments prior to the total completion of the associated services, including the provision of as-built drawing mark-ups and O&M manuals.

## **E16. ELECTRICAL UPGRADES**

- E16.1 The scope of work includes, but is not limited to:
- E16.1.1 Modify portions of the existing cable tray and install new cable tray and cable channel.
- E16.1.2 Replace the existing Essential and Non-Essential Motor Control Centres (MCCs) with two MCCs (MCC-M1 and MCC-M3E) and a 600V distribution panel, DP-M2. Related work includes, but is not limited to the following:
- (a) Install new fire-stopping system(s) below the new MCCs.
  - (b) Replace and/or re-use load feeder cables as per the drawings. This includes the replacement of the Reservoir Valve House feeder cable.
  - (c) Install junction boxes to facilitate use of existing feeder cables as per the drawings.
  - (d) Modify existing conduit and install new conduit.
  - (e) Remove portions of existing automation cabling and install new automation cabling.
  - (f) In-fill exposed floor openings below existing MCC. Finish to match existing floor.



- (i) For existing openings larger than 250mm across, provide steel reinforcing doweled into existing concrete. For concrete thicknesses greater than 200 mm, provide two levels of reinforcing.
- E16.1.3 Replace two (2) existing 4160-600V transformers and associated cabling.
- E16.1.4 Supply and install one (1) new automatic transfer switch.
- E16.1.5 Supply and install one (1) automatic power factor correction bank.
- E16.1.6 Supply and install one (1) 600:208V, 3 phase transformer and one (1) 120/208V panelboard.
- E16.1.7 Replace an existing transformer with a City supplied 25 kVA transformer.
- E16.1.8 Replace the PNL-B panelboard interior with a City supplied panel interior. Confirm all circuit, re-terminate, and update the panel schedule.
- E16.1.9 5kV SGR-M1 Modifications
  - (a) Replace the power meter within the 5 kV switchgear.
  - (b) Replace the fuses within the two (2) transformer feeders.
  - (c) Supply and install new medium voltage cable terminations for the pump motor feeder cables.
  - (d) Re-terminate the three pump motor feeder cables after rerouting and shortening.
- E16.1.10 Install new grounding and bonding conductors to provide grounding and bonding of new and existing electrical distribution equipment, cable tray, and loads.
  - (a) Locate existing buried grounding conductors in front of station and connect new wiring. Inspect condition of existing wiring and notify Contract Administrator.000
- E16.1.11 Supply and install new 15A branch circuit breakers within existing 120/208V panelboards to feed new loads.
- E16.1.12 Supply and install new local control panels and associated cabling for the sump pumps, HVAC system, and air compressors.
- E16.1.13 Supply and install a new ultrasonic-based level measurement system for the sump pumps.
- E16.1.14 Supply and install two (2) new electric heating coil contactor panels.
- E16.1.15 Demolish two existing wall-mounted combination motor starters associated with the HVAC system.
- E16.1.16 Demolish the existing heater control panel containing pneumatic-based step controllers.
- E16.1.17 Demolish existing pneumatic-based HVAC sensors and tubing.
- E16.1.18 Supply and install new HVAC sensors and control panel.
- E16.1.19 Supply and install two (2) new drain solenoid valves for the air compressors.
- E16.1.20 Provide firestops for all floor penetrations with an approved firestop system.
- E16.1.21 Provide and install new equipment identification lamacoids per the lamacoid schedule.
- E16.1.22 Perform electric testing in accordance with the testing forms provided by the Contract Administrator.
- E16.1.23 Perform functional testing of altered electrical equipment.
- E16.1.24 Provide as-built mark-ups to the Contract Administrator.
- E16.2 Refer to the Construction Work Plan document for additional requirements associated with the scope of work.
- E16.3 Measurement and Payment

- E16.3.1 Payment will be based on Form B, Item 3, as accepted and measured by the Contract Administrator.
- E16.3.2 A maximum of 95% may be submitted for progress payments prior to the total completion of the associated services, including the provision of as-built drawing mark-ups and O&M manuals.
- E17. ADDITIONAL WORK**
- E17.1 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.
  - (b) Other issues that occur on site, which require significant Contractor time to address.
- E17.2 Additional services 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 Contractor's scheduled time to be on site.
- E17.3 Should it be determined that additional material or services are required, the Contract Administrator shall approve the work, prior to commencement of the additional work.
- E17.4 The Contract Administrator may also request a written quotation for the additional work. For any work, where a written quotation is provided, and subsequently authorized, the valuation of the work shall be as per the quotation, regardless of the actual cost to the Contractor.
- (a) Quotations shall indicate the labour hours and base cost of material, as well as mark-up factors.
  - (b) Labour Rates shall correspond to Form B, unless specifically authorized by the Contract Administrator.
  - (c) Material Mark-up Factors shall be consistent with E17.5.
- E17.5 Material Mark-up Factors
- (a) The base cost is to be the wholesale cost of the material, regardless of the Contractor or Subcontractor supplying the material.
  - (b) In general, the party (Contractor or Subcontractor) supplying the material is the party that purchases the material from a supplier who does not perform any work on site, unless otherwise determined by the Contract Administrator.
- E17.5.1 Where the Contractor is supplying the material, the mark-up on the material is limited to fifteen percent (15%).
- E17.5.2 Where a Subcontractor is supplying the material, the total mark-up on the material, including all Subcontractors and the Contractor is limited to twenty-five percent (25%), including the Contractor and all Subcontractors' mark-ups.
- E17.5.3 Where the Contractor's immediate Subcontractor is supplying the material:
- (a) The Subcontractor's mark-up on the material is limited to fifteen percent (15%).
  - (b) The Contractor's mark-up on the material is limited to ten percent (10%).
- E17.5.4 A Third-Level Subcontractor is a Subcontractor of a Subcontractor of the Contractor.
- (a) No Third-Level Subcontractors on this project are approved for additional mark-up.
  - (b) 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.

## E17.6 Measurement and Payment

- E17.6.1 Additional labour will be reimbursed at the rate specified on Form B: Items 4 and 5. The rate will not be adjusted for Subcontractors or individuals with specialized skills, without specific approval of the Contract Administrator.
- E17.6.2 All additional labour will be reimbursed at the rate specified on Form B: Item 4 (Base) except in the following circumstances:
- (a) Work after 9:00pm and prior to 6:00am that is approved as night-time shutdown work.
- E17.6.3 Additional material will be reimbursed by the actual base cost of the material, multiplied by the approved mark-up factors indicated in E17.5.

## E18. WORK WITH EXISTING CABLE TRAYS

- E18.1 The Contractor is required to rework existing cable trays. The Contractor is responsible to take care to schedule the work to minimize the number of live cables during the rework, and support existing cables to prevent damage to the cables or associated terminations
- E18.2 The Contractor is required to add and remove cables from existing cable trays. The Contractor is responsible to take care in avoiding damage to other cables during this work. When removing cables from the trays, the cables to be removed shall be located and clearly identified with coloured tape. Have a second person confirm that the correct cable has been identified for removal. Remove the cables in short sections, while taking care to avoid damage to other cables.
- (a) In the event that existing cables are damaged, the Contractor is responsible for providing all emergency repair services to correct the issue to the satisfaction of the Contract Administrator. No additional payment will be made to the Contractor.
  - (b) Refer to Section E12 for related requirements.

## APPENDIX A – SECURITY CLEARANCE

### 1. SECURITY CLEARANCE

1.1 Each individual proposed to perform Work under the Contract within City facilities including but not limited to:

(c) MacLean Pumping Station

shall be required to provide a Criminal Record Search Certificate and a Public Safety Verification Check as detailed below.

1.2 Prior to the commencement of any Work specified in 1.1, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate and a Public Safety Verification Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.

1.2.1 New Public Safety Verification Checks may be obtained from BackCheck. Please click on the following link, complete the information, and Submit. You will then be contacted with the instructions to complete your Public Safety Verification Check.

Link: <http://backcheck.net/cityofwinnipeg>

- (a) Results from the Public Safety Verification Check will be available within 24 hours (or next business day).
- (b) Contractors will have to set up an account under their company name and grant access to City of Winnipeg Representative: Richard Song.
- (c) If additional assistance is required to obtain the Public Safety Verification Check, the Bidder may contact the following BackCheck Representative:

Linda Ferens  
BackCheck  
Email: [lferens@backcheck.net](mailto:lferens@backcheck.net)  
Phone: (204) 999 - 0912

The Bidder will need to provide the BackCheck Representative with the following information

- (i) Company name
- (ii) Bid Opportunity Number
- (iii) Bid Opportunity Title
- (iv) City of Winnipeg Representative: Richard Song  
Email: [rsong@winnipeg.ca](mailto:rsong@winnipeg.ca)  
Cell: (204) 232 - 0263

1.2.2 The Criminal Record Search Certificate may be obtained from any one of the three following:

- (d) Police service having jurisdiction at his/her place of residence.
  - (i) The City of Winnipeg Police Service requires 3 to 4 weeks to complete the search.
- (e) BackCheck: Please click on the following link, complete the information, and Submit. You will then be contacted with the instructions to complete your Criminal Record Search.

Link: <http://backcheck.net/cityofwinnipeg>

- (i) Results from the Criminal Record Search will be available within 24 hours (or next business day).
- (ii) Contractors will have to set up an account under their company name and grant access to City of Winnipeg Representative: Richard Song.
- (iii) If additional assistance is required to obtain the Criminal Record Search, the Bidder may contact the following BackCheck Representative:

Linda Ferens  
BackCheck  
Email: lferens@backcheck.net  
Phone: (204) 999 – 0912

The Bidder will need to provide the BackCheck Representative with the following information

- ◆ Company name
- ◆ Bid Opportunity Number
- ◆ Bid Opportunity Title
- ◆ City of Wpg Representative: Richard Song  
Email: rsong@winnipeg.ca  
Cell: (204) 232 - 0263

(f) Core of Commissionaires: Forms to be completed can be found on their website at the following link:

Link: <http://www.commissionaires.mb.ca/>

(i) Results from the Criminal Record Search will be available within 48 hours.

- 1.3 Any individual for whom a Criminal Record Search Certificate and a Public Safety Verification Check is not provided, or for whom a Criminal Record Search Certificate or and a Public Safety Verification Check indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work specified in 1.1.
- 1.4 Any Criminal Record Search Certificate and Public Safety Verification Check obtained thereby will be deemed valid for one (1) year beyond the date which it was obtained. If the Contractor continues to perform work as specified in 1.1 beyond this date, they will be required to provide the Contract Administrator with an updated Criminal Record Search Certificate and Public Safety Verification Check.
- 1.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Criminal Record Search Certificate or a Public Safety Verification Check. Any individual who fails to provide a satisfactory Criminal Record Search Certificate or a Public Safety Verification Check as a result of a repeated criminal records search will not be permitted to continue to perform any Work specified in 1.1.