



**THE CITY OF WINNIPEG**

**TENDER**

**TENDER NO. 37-2023**

**DRINKING WATER TREATMENT PLANT ROOF REPLACEMENT**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices
- Form G1: Bid Bond and Agreement to Bond

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	2
B5. Confidentiality	2
B6. Addenda	2
B7. Substitutes	3
B8. Bid Components	4
B9. Bid	4
B10. Prices	5
B11. Disclosure	5
B12. Conflict of Interest and Good Faith	5
B13. Qualification	6
B14. Bid Security	7
B15. Opening of Bids and Release of Information	8
B16. Irrevocable Bid	8
B17. Withdrawal of Bids	9
B18. Evaluation of Bids	9
B19. Award of Contract	9

### PART C - GENERAL CONDITIONS

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

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Site Investigation Due Diligence and Risk	1
D4. Definitions	1
D5. Contract Administrator	2
D6. Contractor's Supervisor	2
D7. Accessible Customer Service Requirements	3
D8. Unfair Labour Practices	3
D9. Furnishing of Documents	4

#### Submissions

D10. Authority to Carry on Business	4
D11. Safe Work Plan	4
D12. Insurance	4
D13. Contract Security	5
D14. Subcontractor List	6
D15. Detailed Work Schedule	6

#### Schedule of Work

D16. Commencement	7
D17. Substantial Performance	7
D18. Total Performance	7
D19. Liquidated Damages	8
D20. COVID-19 Schedule Delays	8

<b>Control of Work</b>	
D21. Job Meetings	8
D22. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	9
D23. The Workplace Safety and Health Act (Manitoba) – Qualifications	9
<b>Measurement and Payment</b>	
D24. Payment	9
<b>Warranty</b>	
D25. Warranty	9
<b>Dispute Resolution</b>	
D26. Dispute Resolution	9
<b>Third Party Agreements</b>	
D27. Funding and/or Contribution Agreement Obligations	10
Form H1: Performance Bond	13
Form H2: Labour and Material Payment Bond	15
Form J: Subcontractor List	17
<b>PART E - SPECIFICATIONS</b>	
<b>General</b>	
E1. Applicable Specifications and Drawings	1
E2. Cash Allowance for Additional Work	3
E3. Security, Access and Work Restrictions at the WTP	4
E4. Phasing Plan	5
E5. Building Permit	6
E6. Expedited Shop Drawings	6
<b>PART F - SECURITY CLEARANCE</b>	
F1. Security Clearance	1
Appendix A	

## PART B - BIDDING PROCEDURES

### B1. CONTRACT TITLE

B1.1 DRINKING WATER TREATMENT PLANT ROOF REPLACEMENT

### B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 20, 2023.

B2.2 The Contract Administrator or Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder shall attend a Site meeting at the Winnipeg Drinking Water Treatment Plant at one of the following times:

- (a) 9:30 a.m. on Tuesday April 4, 2023, or
- (b) 9:30 a.m. on Thursday April 6, 2023.

B3.2 The Bidder is advised that **attendance at one of the Site meetings is mandatory** and the Bid of any Bidder not having attended one of the site investigations will be rejected on the basis that it is non-responsive.

B3.3 The Site investigation will allow Bidders to view the existing conditions, plant operations and levels of protection and coordination within the operating plant that are considered critical to completing the work of the Contract.

B3.4 Bidders registered for the Site investigation must provide the Contract Administrator with a Global Sanctions and Politically Exposed Persons (PEP) Check obtained not earlier than one (1) year prior to the Site investigation.

- (a) The Global Sanctions and PEP Check must be obtained from Sterling Talent Solutions. Bidders will need to setup a Sterling Talent Solutions account prior to requesting individual background checks. This process should be done 72 hours prior to requesting the first check. The account can be setup using the following link:

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

Note that the check will take up to 48 hours to complete. Refer to F1.1.1 of Part F – Security Clearance for further information.

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

B3.5 The Bidder shall not be entitled to rely on any information or interpretation received at the Site Meeting unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B3.6 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.

B3.7 Bidders entering the Drinking Water Treatment Plant are required to wear CSA-approved safety footwear. Work gloves are recommended for the use of fixed ladders on the roof area.

#### **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](http://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.

**B7. SUBSTITUTES**

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

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

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.

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

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

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

B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base their Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B18.

B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B8. BID COMPONENTS**

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
  - (b) Form B: Prices;
  - (c) Form G1: Bid Bond and Agreement to Bond.
- B8.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.3 The Bid shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B8.3.1 Bids will **only** be accepted electronically through MERX.
- B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B18.1(a).

## **B9. BID**

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, their name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by their duly authorized officer or officers;
  - (d) if the Bidder is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B10. PRICES**

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Notwithstanding C12.2.3(c), prices on Form B: Prices shall not include the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.1.2 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D27. Any such costs shall be determined in accordance with D27.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B10.5.1 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

## **B11. DISCLOSURE**

- B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B11.2 The Persons are:
- (a) N/A

## **B12. CONFLICT OF INTEREST AND GOOD FAITH**

- B12.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;



- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

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

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

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

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

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

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

### **B13. QUALIFICATION**

**B13.1** The Bidder shall:

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

- B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
  - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.5 and D7).
- B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
    - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
    - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
  - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).
- B13.5 Further to B13.3(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.
- B13.6 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B13.7 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

#### **B14. BID SECURITY**

- B14.1 The Bidder shall include in their Bid Submission bid security in the form of a digital bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in Form G1: Bid Bond and Agreement to Bond, available on The City of Winnipeg, Corporate Finance, Materials

Management Division website at  
<https://www.winnipeg.ca/MatMgt/templates/files/eBidsecurity.pdf>.

- B14.2 Bid security shall be submitted in a digital format meeting the following criteria:
- (a) The version submitted by the Bidder must have valid digital signatures and seals;
  - (b) The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
  - (c) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
  - (d) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
  - (e) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B14.2(b).
- B14.3 Bonds failing the verification process will not be considered to be valid and the bid shall be determined to be non-responsive in accordance with B18.1(a).
- B14.4 Bonds passing the verification process will be treated as original and authentic.
- B14.4.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B14.5 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly formed with the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B14.6 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Tender.

## **B15. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B15.1 Bids will not be opened publicly.
- B15.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B15.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B15.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B15.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

## **B16. IRREVOCABLE BID**

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

B16.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

### **B17. WITHDRAWAL OF BIDS**

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

### **B18. EVALUATION OF BIDS**

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

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

B18.2 Further to B18.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.

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

B18.4 Further to B18.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B18.4.1 Further to B18.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B18.4.2 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

B18.5 Further to B18.1(c), the Award Authority may reject a Bid as being non-responsive if it exceeds the funds available as shown in D2.3.

### **B19. AWARD OF CONTRACT**

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

B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.

B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with their own forces;
- (d) only one Bid is received; or

(e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B19.3 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of D27 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.

B19.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.

B19.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2020 01 31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](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 of complete replacement of the Drinking Water Treatment Plant (WTP) roof. As part of the roofing replacement, drainage upgrades are also required to accommodate additional roof drains.

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

- (a) Demolition and replacement of the existing SBS roof system;
- (b) Partial demolition and replacement/reinstallation of various plumbing and mechanical fixtures on the roof;
- (c) Upgrades to the buildings' internal storm water drainage piping to accommodate additional roof drains; and
- (d) Protection of various tanks and channels to prevent contamination of the City's drinking water supply throughout construction.

D2.3 The funds available for this Contract are \$6,700,000.00.

#### **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) "CPF" means code piping finish,
- (b) "CRD" means code round ductwork,
- (c) "CRF" means code rectangular finish,
- (d) "CSP" means concrete surface profile,
- (e) "DFP" means douglas fir plywood,
- (f) "EPDM" means ethylene propylene diene monomer,
- (g) "GST" means Goods and Services Tax,
- (h) "ITS" means Inspection and Technical Services Manitoba,
- (i) "MBC" means Manitoba Building Code,
- (j) "MD/XD" means Machine directions/cross directions,
- (k) "MRST" means Manitoba Retail Sales Tax,
- (l) "NaCl" means Sodium Chloride,
- (m) "NBC" means National Building Code of Canada,
- (n) "NPS" means Nominal Pipe size,
- (o) "O<sup>3</sup>" means ozone,
- (p) "SP" means Surface profile,
- (q) "SSD" means Saturated Surface Dry,
- (r) "TAB" means Testing, Adjusting and Balancing,
- (s) "TIAC" means Thermal Insulation Association of Canada,
- (t) "WA" means the Administration area of the WTP;
- (u) "WC" means the Chemical area of the WTP;
- (v) "WF" means the Filtration area of the WTP;
- (w) "WI" means the Raw Water Pumping Station area of the WTP;
- (x) "WM" means the Electrical Room area of the WTP;
- (y) "WP" means the Flocculation and Dissolved Air Flootation area of the WTP;
- (z) "WO" means the Ozone area of the WTP;
- (aa) "WR" means the Residuals Handling area of the WTP;
- (bb) "WTP" means Winnipeg Drinking Water Treatment Plant.

## **D5. CONTRACT ADMINISTRATOR**

D5.1 The Contract Administrator is Crosier Kilgour & Partners Ltd., represented by:

Tom Berthin  
Project Manager  
Telephone No. 204 943-7501  
Email Address tom.berthin@ckpeng.com

D5.2 At the pre-construction meeting, Tom Berthin 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 clause 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 ten (10) 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, Materials Management 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) wrap-up liability insurance in the joint names of the City, the Contractor, Consultant and all sub-contractors involved in the Project, in the amount of at least five million dollars (\$5,000,000.00) inclusive and ten million dollars (\$10,000,000.00) general aggregate. Such liability policy to also contain a cross liability clause, contractual liability, damage to existing structure, sudden and accidental pollution liability, non-owned automobile liability and 24 months products and completed operations which will start after Total Performance.
  - (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) all risks course of construction insurance in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and The City. This policy

shall remain in effect at minimum until ten (10) calendar days after Substantial Performance. If all testing and commissioning has not been completed at that time, the policy will extend until such time as all testing and commissioning has been completed.

D12.2 Deductibles shall be borne by the Contractor.

D12.3 All policies shall be taken out with insurers licenced 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(b).

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 two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

#### **D15. DETAILED WORK SCHEDULE**

- D15.1 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 C4.1 for the return of the executed Contract Documents if applicable.

- D15.2 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;
  - (d) A work breakdown structure as follows:
    - (i) Shop Drawings and submittals,
    - (ii) Material procurement,
    - (iii) Site mobilization,
    - (iv) Roof replacement, mechanical and plumbing: WA,
    - (v) Roof replacement, mechanical and plumbing: WC,
    - (vi) Roof replacement, mechanical and plumbing: WF,
    - (vii) Roof replacement, mechanical and plumbing: WI,
    - (viii) Roof replacement, mechanical and plumbing: WM,
    - (ix) Roof replacement, mechanical and plumbing: WO,
    - (x) Roof replacement, mechanical and plumbing: WP,
    - (xi) Roof replacement, mechanical and plumbing: WR,
    - (xii) Site de-mobilization,
    - (xiii) Substantial performance,
    - (xiv) Close-out submittals, and
    - (xv) Total performance.

all acceptable to the Contract Administrator.

- D15.3 Further to D15.2(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.
- D15.4 Further to D15.2(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.
- D15.5 Further to D15.2(c), the daily manpower schedule shall list the daily number of individuals on the Site for each trade.
- D15.6 Submit a detailed phasing plan in accordance with E4 to the Contract Administrator for Review.

## **SCHEDULE OF WORK**

### **D16. COMMENCEMENT**

- D16.1 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.
- D16.2 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 C6.15;
    - (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 detailed work schedule specified in D15; and
    - (viii) the direct deposit application form specified in D24
  - (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.
- D16.3 The Contractor shall not commence the Work on the Site before June 15, 2023.
- D16.4 The City intends to award this Contract by June 5, 2023.
- D16.4.1 If the actual date of award is later than the intended date, the dates specified for Commencement, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

### **D17. SUBSTANTIAL PERFORMANCE**

- D17.1 The Contractor shall achieve Substantial Performance by June 28, 2024.
- D17.2 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.
- D17.3 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.

### **D18. TOTAL PERFORMANCE**

- The Contractor shall achieve Total Performance by July 31, 2024.
- D18.1 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.
- D18.2 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.

## **D19. LIQUIDATED DAMAGES**

- D19.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City two thousand dollars (\$2,000.00) per Calendar Day for each and every Calendar Day following the day fixed herein for Substantial Performance during which such failure continues.
- D19.2 The amount specified for liquidated damages in D19.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D19.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **D20. COVID-19 SCHEDULE DELAYS**

- D20.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.
- D20.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, 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.
- D20.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D20.4 For any delay related to COVID-19 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 D20.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D20.5 The Work schedule, including the durations identified in D17 to D18 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.
- D20.6 Where Work not previously identified is being carried over solely as a result of delays related to COVID-19, 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 COVID-19, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.
- D20.7 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

## **CONTROL OF WORK**

### **D21. JOB MEETINGS**

- D21.1 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.

D21.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

**D22. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D22.1 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).

**D23. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D23.1 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**

**D24. PAYMENT**

D24.1 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](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

D24.2 Further to **E2**, no payment will be made for Cash Allowances other than as set out in **E2.4**.

**WARRANTY**

**D25. WARRANTY**

D25.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D25.1.1 For the purpose of contract security, the warranty period shall be one (1) year.

D25.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D25.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

**DISPUTE RESOLUTION**

**D26. DISPUTE RESOLUTION**

D26.1 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 D26.

- D26.2 The entire text of C21.4 is deleted, and amended to read: “Intentionally Deleted”
- D26.3 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 Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.
- D26.4 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.
- D26.5 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.
- D26.6 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D26.7 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.
- D26.8 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 D26.7, 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.

### **THIRD PARTY AGREEMENTS**

#### **D27. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS**

- D27.1 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.
- D27.2 Further to D27.1, in the event that the obligations in D27 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.



D27.3 For the purposes of D27:

- (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.

D27.4 Modified Insurance Requirements

D27.4.1 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.

D27.4.2 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.

D27.4.3 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.

D27.4.4 Further to D12.3, 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.

D27.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D27.5 Indemnification By Contractor

D27.5.1 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.

D27.5.2 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.

D27.6 Records Retention and Audits

- D27.6.1 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.
- D27.6.2 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 D27.6.1 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.
- D27.7 Other Obligations
- D27.7.1 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.
- D27.7.2 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.
- D27.7.3 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.
- D27.7.4 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.
- D27.7.5 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.
- D27.7.6 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. 37-2023

DRINKING WATER TREATMENT PLANT ROOF 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. 37-2023

DRINKING WATER TREATMENT PLANT ROOF 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)



## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in their entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm> .
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.

- E1.4 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
<b>DIVISION 01</b>	<b>GENERAL REQUIREMENTS</b>
01 22 02	Measurement and Payment
01 31 19	Project Meetings
01 32 00	Construction Progress Documentation
01 33 00	Submittal Procedures
01 35 29	Safety Procedures
01 40 00	Quality Requirements
01 51 00	Temporary Utilities
01 52 00	Construction Facilities
01 56 00	Temporary Barriers and Enclosures
01 56 18	Temporary Facility Protection
01 57 00	Temporary Controls
01 61 00	Common Product Requirements
01 61 00.10	Substitution Request Form
01 74 00	Cleaning and Waste Management
01 77 00	Closeout Procedures
01 78 00	Closeout Submittals
<b>DIVISION 02</b>	<b>EXISTING CONDITIONS</b>
02 41 99	Demolition for Minor Works
<b>DIVISION 03</b>	<b>CONCRETE</b>
03 91 10	Surface Preparation of Concrete Delamination Repairs
03 92 12	Hollowcore Grout Joint Repair
03 92 20	Scaling Repairs
03 93 30	Pre-Cast Concrete Weld Plate and Flange Edge Repairs
03 95 11	Epoxy Crack Repair
<b>DIVISION 06</b>	<b>WOOD PLASTICS AND COMPOSITES</b>
06 10 00	Rough Carpentry



**DIVISION 07**

07 52 00  
07 62 00

**THERMAL AND MOISTURE PROTECTION**

Modified Bituminous Membrane Roofing  
Sheet Metal Flashing and Trim

**DIVISION 22**

22 05 00  
22 07 00  
22 11 23  
22 13 17  
22 13 18  
22 42 01

**PLUMBING**

Common Work Results for Plumbing  
Plumbing Insulation  
Facility Natural Gas Piping  
Drainage Waste and Vent Piping – Cast Iron and Copper  
Drainage Waste and Vent Piping – Plastic  
Plumbing Specialties and Accessories

**DIVISION 23**

23 01 00  
23 05 54  
23 07 13  
23 31 14  
23 51 00

**HEATING, VENTILATION AND AIR CONDITIONING**

Common Work Results for HVAC  
Mechanical Identification  
Thermal Insulation for Ducting  
Metal Ducts – Low Pressure to 550 Pa  
Breeching, Chimneys and Stacks

<u>City Drawing No.</u>	<u>Consultant Drawing No.</u>	<u>Drawing Name</u>
1-0601B-G0002-001	S0.1	Title Sheet
1-0601B-G0003-001	S0.2	General Drawing Index
1-0601B-G0004-001	S1.1	Building Notes, Schedule and Legends
1-0601B-B0064-001	S2.1	Building WF, WR, WO, WC Roof Demolition Plan
1-0601B-B0065-001	S2.2	Building WP Roof Demolition Plan
1-0601B-B0066-001	S2.3	Building WA Roof Demolition Plan
1-0601B-B0067-001	S2.4	WM & WI Roof Demolition Plan
1-0601B-B0068-001	S2.5	WF, WR, WO & WC Roof Plan
1-0601B-B0069-001	S2.6	WP Roof Plan
1-0601B-B0070-001	S2.7	Building WA Roof Plan
1-0601B-B0071-001	S2.8	Building WI & WM Roof Plan
1-0601B-B0072-001	S3.1	Building Roof Demolition Details 1 of 4
1-0601B-B0073-001	S3.2	Building Roof Demolition Details 2 of 4
1-0601B-B0074-001	S3.3	Building Roof Demolition Details 3 of 4
1-0601B-B0075-001	S3.4	Building Roof Demolition Details 4 of 4
1-0601B-B0076-001	S4.1	Building Roof Details 1 of 9
1-0601B-B0076-002	S4.2	Building Roof Details 2 of 9
1-0601B-B0076-003	S4.3	Building Roof Details 3 of 9
1-0601B-B0076-004	S4.4	Building Roof Details 4 of 9
1-0601B-B0076-005	S4.5	Building Roof Details 5 of 9
1-0601B-B0076-006	S4.6	Building Roof Details 6 of 9
1-0601B-B0076-007	S4.7	Building Roof Details 7 of 9
1-0601B-B0076-008	S4.8	Building Roof Details 8 of 9
1-0601B-B0076-009	S4.9	Building Roof Details 9 of 9
1-0601B-S0038-001	S5.1	Structural Reinforced Concrete Repair Details
1-0601B-M0011-001	M1.1	Mechanical WF, WR, WO & WC Roof Demolition Plan
1-0601B-M0012-001	M1.2	Mechanical WP Roof Demolition Plan
1-0601B-M0013-001	M1.3	Mechanical WA Roof Demolition Plan
1-0601B-M0014-001	M1.4	Mechanical WM & WI Demolition Plan
1-0601B-M0015-001	M2.17	Mechanical WF, WR, WO & WC Roof
1-0601B-M0016-001	M2.18	Mechanical WP Roof Plan
1-0601B-M0017-001	M2.19	Mechanical WA Roof Plan
1-0601B-M0018-001	M2.20	Mechanical WI & WM Roof Plan
1-0601B-M0019-001	M3.3	Mechanical Miscellaneous Plumbing and Venting Details

1-0601B-H0022-001	M2.1	Plumbing WF, WR, WO & WC Storm Drain Upgrades Lower Level Plan
1-0601B-H0023-001	M2.2	Plumbing WP Storm Drain Upgrades Lower Level Plan
1-0601B-H0024-001	M2.3	Plumbing WA Storm Drain Upgrades Lower Level Plan
1-0601B-H0025-001	M2.4	Plumbing WM & WI Storm Drain Upgrades Lower Level Plan
1-0601B-H0026-001	M2.5	Plumbing WF, WR, WO & WC Storm Drain Upgrades First Floor Plan
1-0601B-H0027-001	M2.6	Plumbing WP Storm Drain Upgrades First Floor Plan
1-0601B-H0028-001	M2.7	Plumbing WA Storm Drain Upgrades First Floor Plan
1-0601B-H0029-001	M2.8	Plumbing WM & WI Storm Drain Upgrades First Floor Plan
1-0601B-H0030-001	M2.9	Plumbing WF, WR, WO & WC Storm Drain Upgrades Second Floor Plan
1-0601B-H0031-001	M2.10	Plumbing WP Storm Drain Upgrades Second Floor Plan
1-0601B-H0032-001	M2.11	Plumbing WA Storm Drain Upgrades Second Floor Plan
1-0601B-H0033-001	M2.12	Plumbing WM & WI Storm Drain Upgrades Second Floor Plan
1-0601B-H0034-001	M2.13	Plumbing WF, WR, WO & WC Storm Drain Upgrades Third Floor Plan
1-0601B-H0035-001	M2.14	Plumbing WP Storm Drain Upgrades Third Floor Plan
1-0601B-H0036-001	M2.15	Plumbing WA Storm Drain Upgrades Third Floor Plan
1-0601B-H0037-001	M2.16	Plumbing WM & WI Storm Drain Upgrades Third Floor Plan
1-0601B-H0038-001	M3.1	Plumbing North Storm Drain Schematic Elevation
1-0601B-H0039-001	M3.2	Plumbing South Storm Drain Schematic Elevation

#### **APPENDIX A – Temporary Facility Protection**

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1 of 4	Temporary Facility Protection Overview, Third Floor Plan
2 of 4	Temporary Facility Protection, Section A-A
3 of 4	Temporary Facility Protection, Section B-B
4 of 4	Temporary Facility Protection, Section C-C

#### **E2. CASH ALLOWANCE FOR ADDITIONAL WORK**

- E2.1 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.
- E2.2 A cash allowance has been included on Form B: Prices.
- E2.3 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.
- E2.4 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.
- E2.5 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.
- E2.6 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.
- E2.7 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 is the party that purchases the material from a supplier who does not perform any work on Site, unless otherwise determined by the Contract Administrator.
- (c) Where the Contractor is supplying the material, the mark-up on the material is limited to fifteen percent (15%).
- (d) Where the Contractor's immediate Subcontractor is supplying the material the total mark-up on the material including all Subcontractors and the Contractor is limited to twenty-five percent (25%)
  - (i) The Subcontractor's mark-up on the material is limited to fifteen percent (15%);
  - (ii) The Contractor's mark-up on the material is limited to ten percent (10%).
- (e) A Third-Level Subcontractor is a Subcontractor of a Subcontractor of the Contractor.
  - (i) No Third-Level Subcontractors on this project are approved for additional mark-up.

E2.8 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.

### **E3. SECURITY, ACCESS AND WORK RESTRICTIONS AT THE WTP**

#### **E3.1 Description**

E3.1.1 This section describes the security requirements access and work restrictions at the Winnipeg Drinking Water Treatment Plant (WTP) during construction.

E3.1.2 The WTP is a critical component of the City's water supply system and will remain in active service throughout Construction. Work at the WTP shall be undertaken with an abundance of caution.

#### **E3.2 General Considerations for Work at the WTP**

E3.2.1 The normal operating hours of the WTP are 7:30 am to 4:00 pm, Monday to Friday.

E3.2.2 Work is typically restricted within the normal operating hours of the WTP. Work outside of these operating hours will be permitted with the written authorization of the Contract Administrator, and coordination with the WTP operations personnel.

E3.2.3 The WTP facility contains numerous tanks, channels, piping and equipment that are critical components for the treatment of the City's potable water supply. Work around these areas shall be well planned and executed to ensure that these components are protected throughout construction.

E3.2.4 Advanced notice and written approval by the Contract Administrator will be required if access to any areas of the WTP are restricted due to construction efforts.

E3.2.5 Under no circumstances will traffic or equipment be permitted beyond designated areas unless stated otherwise in the Drawings and/or Specifications.

E3.2.6 Employees of the Contractor or any Subcontractor that fail to comply with the condition for working at the Site shall be promptly removed from the Site.

E3.2.7 The ozone area (WO) roof contains critical venting equipment associated with the ozone generating equipment. The ozone process is generally active in warmer weather months (typically May to September/October). Roofing work in WO shall be avoided during this time to ensure no disruption to the operation of the ozone ventilation equipment.

#### **E3.3 Access to the WTP**

E3.3.1 The Contractor's Site personnel will be issued radio frequency identification (RFID) cards for access to the Site under the following conditions:

- (a) The Contractor shall provide the name and contact information for the person in charge and responsible for the Site.
- (b) The person to which the RFID card is assigned has successfully applied for security clearances in accordance with Part F - Security Clearances.
- (c) The Contractor is to return all RFID cards to the City prior to Total Performance.
- (d) The Contractor shall immediately report any lost RFID card to the City, and return any damaged or non-functioning RFID cards for replacement.

#### E3.4 Site Security

E3.4.1 Follow City procedures regarding entrance and exit.

E3.4.2 On a daily basis during the course of Work, the Contractor shall communicate with the City of Winnipeg Deacon Control Centre at 204-986-5000 at the beginning of working hours, and at the end of working hours, as to the status of the Site Security and, in particular, when the Contractor staff leaves the Site.

#### E3.5 Emergency Response

- (a) The following lists are appropriate Emergency Response Contacts for the Site.
  - (i) Fire, Rescue and Paramedics – 911
  - (ii) Police – RCMP, 911.

### **E4. PHASING PLAN**

E4.1 Develop and submit to the Contract Administrator a phasing plan for the roof replacement demolition and reconstruction activities in accordance with Specification 01 33 00 Submittal Procedures.

E4.2 The phasing plan submittal shall consist of a written description of the Contractor's phasing of the roof reconstruction. The phasing plan shall be developed in combination with the project schedule.

E4.3 The phasing plan shall include Drawings identifying the following information:

- (a) the extents of each phase;
- (b) temporary details required to facilitate the phasing of adjacent roof sections;
- (c) staging areas required on the ground level and/or adjacent roof sections for demolished roofing materials and/or new materials;
- (d) Fall protection devices such as handrails or temporary fall restraint/arrest fixtures; and
- (e) Any other pertinent information required to convey the phasing approach to the Contract Administrator.

E4.4 At a minimum, the phasing plan shall include the following roof facets:

- (a) WA;
- (b) WC;
- (c) WF;
- (d) WI;
- (e) WM;
- (f) WO;
- (g) WP; and
- (h) WR.

E4.5 Subject to approval of the Contract Administrator, individual phases can include multiple roof facets in the same phase. Sub-dividing individual roof facets between phases is discouraged.

- E4.6 The phasing plan shall incorporate work restrictions associated with roof facet WO as outlined in E3.2.7.
- E4.7 The Contract Administrator will review the phasing plan with the City and provide a response on acceptance of the phasing plan.

**E5. BUILDING PERMIT**

- E5.1 A mechanical (plumbing) and architectural permit is required from the RM of Springfield.

**E6. EXPEDITED SHOP DRAWINGS**

- E6.1 In order to expedite Shop Drawings with critical timeliness, the lowest responsive Bidder, as outlined in B18, 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) All items specified in Section 07 52 00 – Modified Bituminous Membrane Roofing;
  - (b) All items specified in Section 07 62 00 – Sheet Metals Flashing and Trim;
  - (c) All items specified in Section 22 42 01 – Plumbing Specialities and Accessories.
- E6.2 If award is made to the lowest responsive Bidder, then no specific payment for the preparation of Shop Drawings will be made.
- E6.3 If no contract is awarded, then the City will pay the requested Bidder up to a maximum of five thousand dollars (\$5,000.00) for the complete set of requested submissions noted above, for the preparation and delivery of Shop Drawings. Shop Drawings shall be prepared to a reasonable level of acceptance, subject to the Contract Administrator's approval. 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 Tender.

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

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

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

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

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

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

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